

# Laurel Road Community Development District

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The following is the agenda for the Special Board of Supervisors Meeting for the **Laurel Road Community Development District** scheduled to be held **Thursday, November 18, 2021 at 11:00 AM** located at **5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 790 562 990 #**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **Business Matters**

1. Public Hearing on Equalizing, Approving, Confirming, and Levying Special Assessments
  - a. Public Comments and Testimony
  - b. Board Comments
  - c. Consideration of Resolution 2022-06, Equalizing, Approving, Confirming, and Levying Special Assessments
2. Consideration of the Supplemental Engineer's Report
3. Consideration of the Supplemental Assessment Methodology Report
4. Consideration of Resolution 2022-07, Bond Delegation Award Resolution
  - Exhibit A: Form of Supplemental Trust Indenture
  - Exhibit B: Form of Purchase Agreement
  - Exhibit C: Preliminary Limited Offering Memorandum
  - Exhibit D: Form of Continuing Disclosure Agreement

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Audience Comments**

### **Adjournment**



# **Laurel Road Community Development District**

Public Hearing on Equalizing, Approving, Confirming, and Levying  
Special Assessments  
Public Comments and Testimony  
Board Comments  
Consideration of Resolution 2022-06, Equalizing, Approving,  
Confirming, and Levying Special Assessments

## **RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND CONFIRMING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; APPROVAL OF THE DISTRICT'S ENGINEER'S REPORT AND ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COSTS OF THE IMPROVEMENTS THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE CAPITAL IMPROVEMENT REVENUE BONDS; MAKING PROVISIONS FOR EXEMPTIONS FROM SPECIAL ASSESSMENTS AND TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### **RECITALS**

**WHEREAS**, the Laurel Road Community Development District, (the "District"), has previously indicated its intention to construct and/or acquire certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and,

**WHEREAS**, the District Board of Supervisors, (the "Board"), has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, Florida Statutes, relating to the imposition, levy, collection, and enforcement of such assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, Florida Statutes, including without limitation, Section 170.08, Florida Statutes.

**SECTION 2. FINDINGS.** The Board hereby finds that the above Recitals are true and correct and are hereby adopted; the Board further determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct public infrastructure improvements such as, but not limited to, stormwater management facilities; water, sewer, and reuse facilities; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, Florida Statutes, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue capital improvement revenue bonds payable from such special assessments as provided in Chapters 170, 190 and 197 Florida Statutes.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the "Project," the nature and location of which was initially described in Resolution 2022-04 and is reflected in the Laurel Road Community Development District Amended and Restated Report of District Engineer, dated July 1, 2021, and approved by the District on July 14, 2021, (the "Engineer's Report"), and in the plans and specifications on file at 3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817, (the "District Records Office"), and same can also be reviewed at 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, (the "Local District Records Office"); (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and, (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments. All references to the term "Project" herein shall be construed to be one and the same with the term "Improvements" in Resolution 2022-04.

(e) The provision of said Project, the levying of such special assessments and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of such special assessments, it is necessary for the District from time to time to sell and issue its Capital Improvement Revenue Bonds, in one or more series, (the "Bonds").

(g) By Resolution 2022-04, the Board determined to provide the Project and to defray the costs thereof by making special assessments on benefited property and expressed an intention to issue Bonds to provide a portion of the funds needed for the Project prior to the collection of such special assessments. Resolution 2022-04 was adopted in compliance with the requirements of Section 170.03, Florida Statutes, and prior to the time it was adopted, the requirements of Section 170.04, Florida Statutes, had been met.



(h) As directed by Resolution 2022-04, said Resolution 2022-04 was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2022-04, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, Florida Statutes.

(j) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2022-05, fixing the time and place of a public hearing at which the owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure Improvements, (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel; and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, Florida Statutes.

(k) Notice of such public hearing was given by publication and by mail as required by Section 170.07, Florida Statutes. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On November 18, 2021, at the public hearing, at the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just, and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report, the same of which is attached hereto as **Exhibit "A,"** and incorporated herein by this reference, which is hereby adopted, confirmed, and approved, and that the amount of such costs is reasonable, proper, just, and right; and,

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the method determined by the Board as set forth in that certain Amended and Restated Master Assessment Methodology Laurel Road Community Development District, dated July 2021, (Prepared on July 14, 2021), and approved by the District on July 14, 2021, (the "Assessment Report"), the same of which is attached hereto as **Exhibit "B,"** and incorporated herein by this reference, which results in the special assessments set forth on the final assessment roll, (the "Special Assessments"); and,

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll, [which lands are identified in **Exhibit “C,”** attached hereto and incorporated herein], and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in the Assessment Report [ \*\* Note, **Exhibit “C,”** contains the legal description of the District’s lands, which lands shall be further described herein as: *“All lots and lands adjoining and contiguous or bounding and abutting the Improvements / Project or specially benefitted thereby and further designated by the assessment plat, as hereinafter provided”* ] ; and,

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

**SECTION 3. APPROVAL OF THE DISTRICT’S ENGINEER’S REPORT AND ASSESSMENT REPORT; AUTHORIZATION OF DISTRICT PROJECT.** The District’s Engineer’s Report, as set forth on Exhibit “A,” and Assessment Report, as set forth on Exhibit “B,” the same of which were approved by the District on July 14, 2021, are hereby adopted, ratified, and confirmed. That certain Project for construction and acquisition of infrastructure Improvements initially described in Resolution No. 2022-04, and more specifically identified and described in the Engineer’s Report is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds referred to herein.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project, the costs to be paid by Special Assessments on all specially benefitted property, and the identification of the specially benefitted property are set forth in Exhibits “A,” “B,” and “C” respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Special Assessments on the parcels specially benefitted by the Project, all as specified in the final assessment roll as set forth in the Assessment Report, attached hereto as Exhibit “B,” are hereby adopted, authorized, equalized, approved, confirmed, and levied. Immediately following the adoption of this Resolution, the lien of Special Assessments as reflected in Exhibit “B,” attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid, and binding first lien on such parcel until paid, and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to parcels (parcel identification numbers) listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcels (parcel identification numbers). The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests

of the District as determined by the Board by subsequent resolution(s). Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution(s), adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease. The Chairman shall direct District Manager to record the lien in the Sarasota County, Florida, Public Records at an appropriate time in connection with the marketing, sale, and issuance of the Bonds.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, Florida Statutes. Pursuant to the provisions of section 170.08, Florida Statutes, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved, and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves, or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

**SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution by the District accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the 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 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 Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes, (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, Florida Statutes. Such Special Assessments may be subject to all the collection provisions of Chapter 197, Florida Statutes. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments. The decision to collect Special Assessments by any method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole and absolute discretion to select collection methods in any give year, regardless of past practices.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Sarasota County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, Florida Statutes.

## **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Assessment Report, attached hereto as Exhibit "B," there may be required from time to time certain "True-Up" payments. As parcels of land or lots are platted, the Special Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels of land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manger shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit "B," cause such reallocation to be recorded in the District's Improvement Lien Book and shall perform the true-up calculations described in Exhibit "B", which process is incorporated herein as if fully set forth. Any resulting True-Up Payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessments' installment payable with respect to the remaining developable acres.

(b) 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. The District shall record all True-Up Payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the Developer that it intends to develop the equivalent residential units ("ERUs") shown in Exhibit "B" on the net developable acres within the benefited lands within the District and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer ERUs are developed. However, no action by the District prohibits more than the maximum ERUs shown in Exhibit "B" from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interests. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of the plat.

(d) The application of the monies received from True-Up Payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in supplemental assessment resolution(s) adopted for each series of Bonds actually issued. Each subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

**SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT; PROPERTY EXCLUDED BY LAW.** Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or a homeowner's association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary and District Manager are hereby directed to record a general notice of the Special Assessments and the lien established herein this Resolution in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

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

section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution 2022-06 replaces Resolutions 2021-21 and 2021-14; and Resolutions 2021-21 and 2021-14 are hereby repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED THIS 18<sup>h</sup> DAY OF NOVEMBER, 2021.**

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Secretary / Assistant Secretary  
Laurel Road  
Community Development District

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Chairman / Vice Chairman  
Laurel Road  
Community Development District

**Exhibits:**

- Exhibit “A”: Laurel Road Community Development District Amended and Restated Report of District Engineer, dated July 1, 2021, and approved by the District on July 14, 2021
- Exhibit “B”: Amended and Restated Master Assessment Methodology Laurel Road Community Development District, dated July 2021, (Prepared on July 14, 2021), and approved by the District on July 14, 2021
- Exhibit “C”: District Assessment Lands Legal Description

**EXHIBIT "A"**

**LAUREL ROAD**

**COMMUNITY DEVELOPMENT DISTRICT**

**Amended and Restated Report of District Engineer**

**July 01, 2021**

*Prepared for:*

**Laurel Road**

**Community Development District**

**Sarasota County, Florida**

*Prepared by:*

**D. Shawn Leins, P.E.**

**AM Engineering, LLC**

**Sarasota, Florida**

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### **EXHIBITS**

<b>VICINITY MAP</b>	<b>EXHIBIT A</b>
<b>SURROUNDING ROADWAY NETWORK MAP</b>	<b>EXHIBIT B</b>
<b>NEIGHBORHOOD PLAN</b>	<b>EXHIBIT C</b>
<b>LAUREL ROAD DISTRICT BOUNDARY</b>	<b>EXHIBIT D</b>
<b>CURRY CREEK MAP</b>	<b>EXHIBIT E</b>
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<b>CONCEPT PLAN</b>	<b>EXHIBIT I</b>



## **INTRODUCTION**

The Laurel Road Community Development District (the "District") encompasses approximately 299.286 acres, more or less, within the City of Venice in Sarasota County, Florida, and is located in Section 34, Township 38 South, and Range 19 East. Primary access will be provided from Laurel Road and Border Road. Exhibit A is a Vicinity Map that represents the site location. Exhibit B is an adjacent roadway map that represents the surrounding road network.

The property was rezoned by the City of Venice on February 25, 2020 under Ordinance No. 2019-19. The rezone to Planned Unit Development(PUD) allows for up to 1,300 residential units and 15 acres of medical office and/or house of worship. There were five stipulations associated with the rezone:

1. The Northern Italian Renaissance style of architecture is required for this project unless an alternative is provided by the City's Land Development Code.
2. All subsequent petitions for the development of the GCCF PUD must provide clear delineation of the specific properties/parcels that are located in the Curry Creek Assessment District and therefore serviced by County sewer.
3. The proposed medical office and house of worship are considered non-residential uses and the PUD is limited to 5% of the total PUD for these uses.
4. The cell tower facility shall not be included in the 5% non-residential limit for the GCCF PUD. For purposes of this PUD, the term Cell Tower Facility shall encompass all equipment, towers, antennae, as well as the entirety of the parcel (0389-00-2031) of which it is located upon.
5. At the time of final plat (final phase) open space (including wetlands) shall be protected in perpetuity by a recorded document approved by the City.

Also note that there was a Building Height variance approved by the Venice City Council on February 25, 2020.

## **DEVELOPMENT DESCRIPTION**

The District is primarily bound on the west by I-75 and City of Venice owned property, bound on the north by Laurel Road, bound on the east by residential development and bound on the south by Border Road.

The proposed plan for the development of the property includes three neighborhoods (see Exhibit C).

Neighborhood 1 includes the majority of the property and will be developed as single-family detached residential lots along with paired villa residential lots. The total number of units is currently planned to be approximately 582 units. This neighborhood will also include an amenity site.

Neighborhood 2 is the parcel located in the northeast portion of the District. This parcel will be a multifamily development.

Neighborhood 3 is the parcel located in the northwest portion of the District. This parcel has a variety of uses including multifamily, medical office, house of worship and an adult living facility. The medical office and house of worship is limited to 5% of the total District area which is about 15 acres.

The District has been established in accordance with applicable Florida Statutes as a Community Development District which is a local unit of special-purpose government. Exhibit D provides a Metes & Bounds Boundary Description of the District. The lands within the District are presently intended for development to be known as Laurel Road Development (the "Community"). The majority of all construction and development activities associated with the Community are wholly contained within or contiguous to the limits established for the District.

There are two types of offsite improvements associated with the District:

1. The construction of turn lanes along Laurel Road and Border Road.
2. Construction of force mains in the Laurel Road ROW.

These improvements are in the benefit of the District and the public and are required for development. The offsite road improvements will ultimately be owned and maintained by Sarasota County. The construction of force mains will be ultimately owned by the City of Venice and Sarasota County.

The District is governed by a Board of Supervisors consisting of five (5) members. The Board of Supervisors are as follows. Their terms, powers and duties are as described in Chapter 190, Florida Statutes:

- (a) John Leinaweaver
- (b) Janice Snow
- (c) Dale Weidemiller
- (d) Pete Williams
- (e) John Blakely

Management of the District is currently performed on a contractual basis by PFM Group Consulting, LLC (the "District Manager"). Vogler Ashton, PLLC, currently serves as District Counsel (the "District Counsel"). AM Engineering, LLC is currently the District Engineer (the "District Engineer"). The District Manager oversees the operation and maintenance of the District, as supervised by the Board of Supervisors.

## **PURPOSE AND SCOPE**

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the infrastructure improvements necessary for development activities as well as to be financed and/or acquired by the District. The District will finance, acquire and/or construct, operate, and maintain a portion of the infrastructure improvements that are needed to serve the Community and allocate the costs for these infrastructure improvements to the property owners within the District. Border Road Investments, LLC is currently the owner of all the lands within the District, (“Owner”). Some infrastructure improvements may be completed by the Owner that may be acquired by the District with proceeds of bonds issued by the District. The District may also accept the assignment of partially completed infrastructure improvement contracts from the Owner with proceeds of funds provided by a construction funding agreement between the District and the Owner and/or from bonds issued by the District. The Owner will finance and construct the balance of the infrastructure improvements needed for the development that is not financed by the District. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the lands within the District as required by The City of Venice. This Engineer’s Report reflects the District’s present intentions. The implementation and completion of the Capital Improvement Program (“CIP”) outlined in this Report requires final approval by the District’s Board of Supervisors, including the award of contracts for the construction of the improvements. Cost estimates contained in this Report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

## **LAND USE**

As stated previously, the District consists of 299.286 acres, more or less. The potential land uses within the District consist of the single-family residential sites, multi-family sites, medical office, house of worship, adult living facility, cell tower, roads, conservation areas, jurisdictional wetlands, wetland buffers, stormwater management areas, parks, and recreational and other amenity facilities.

## **GOVERNMENTAL ACTIONS**

The property was rezoned by the City of Venice on February 25, 2020 under Ordinance No. 2019-19. The rezone to Planned Unit Development (PUD) allows for up to 1,300 residential units and 15 acres of medical office and/or house of worship. There were five stipulations and one variance associated with the rezone.

Applications for development permits and approvals will need to be processed for the appropriate federal, state and/or county governmental agencies consistent with respective regulations. A list of the significant approvals that are required is shown below and a status summary is shown in Exhibit F.

The following permits are required for the Community:

- **City of Venice**
  - Preliminary Plat
  - Site Prep Permit
  - Construction Plans
  - Final Plat
- **Florida Department of Environmental Protection (implemented by Sarasota County Utilities)**
  - Permit to Construct Water Distribution Systems
  - Permit to Construct Wastewater Collection Systems
- **Sarasota County**
  - Utility Plan approval for sewer located in the Curry Creek improvement area.
  - Right of Way Use permit for work within the right of way of Border Road and Laurel Road.
- **Southwest Florida Water Management District**
  - Environmental Resource
- **Army Corps of Engineers:**
  - Nationwide
  - US Fish & Wildlife Service

Compliance with the Rezone Conditions of Approval and permitting requirements is currently being accomplished. It is AM Engineering, LLC's opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to affect the improvements described herein, will be obtained during the ordinary course of development.

## **INFRASTRUCTURE BENEFIT**

The project includes the construction of two types of public benefits. These proposed infrastructure improvements include:

1. Project-wide public benefits; and
2. Incidental public benefits.

The project-wide public benefits are provided by infrastructure improvements that serve all residents in the District. These public infrastructure improvements include: amenities, entry monuments, landscaping, streetlights, gates, offsite roadway improvements, wastewater, potable water, reclaimed water and irrigation systems, underground electrical systems, and stormwater management improvements.

Incidental public benefits include those benefits to the general public who do not necessarily reside within the District.

The proposed infrastructure improvements identified in this Report to be funded by the District are intended to provide specific benefit to the assessable real property within the boundaries of the District. The construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the assessable property intended for development and use. As noted, the District may construct, acquire, own operate and/or maintain all or any portion of the proposed infrastructure. As also noted earlier, the Owner will construct or cause to be constructed the infrastructure not constructed by the District.

The District will operate and maintain some of the infrastructure improvements as noted in Table 1.

## **CAPITAL IMPROVEMENT PROGRAM**

The District's Capital Improvement Program ("CIP") includes infrastructure improvements that will provide special benefit to all lands within the District. Said improvements include earthwork, stormwater management facilities, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities. District improvements also include landscaping, street lighting, entry monuments and gates. The costs for engineering survey, design and inspection of these elements, other professional services associated with design and construction, permitting, as well as costs for legal and engineering services associated with administering some aspects of the CIP, have been included.

As mentioned, the District will finance, acquire operate, and/or maintain a portion of the infrastructure improvements that are needed to serve the development. The District may acquire some infrastructure improvements that have been completed and may also accept the assignment of partially completed infrastructure improvement contracts from the Owner. The Owner will finance and construct the balance of the infrastructure improvements needed for development of the lands within the District that is not financed by the District.

The current plan of development is to develop both single-family detached units and/or attached units. As mentioned, currently a total of approximately 582 residential units are being planned for phased development within Neighborhood 1 of the District. Phasing of the CIP will be based on market conditions, development phasing and the requirements for roadway improvements.

The estimated total cost of the CIP is \$47,850,000.00. Refer to Exhibit G for a summary of the costs by infrastructure category and phase for the CIP.

## **ROADWAYS**

### District Funded Offsite Roadways:

The Transportation Impact Analysis required by the City of Venice requires certain off-site roadway improvements to be completed as a condition of development of the Community. The District will fund these offsite improvements.

The current plan of development requires the following offsite transportation improvements; the costs of which are included in the estimated project costs in Exhibit G.

- Turn lanes on Laurel Road
- Turn lanes on Border Rod

### District Funded Internal Roadways:

The design of roadways within the District will comply with the City of Venice's code requirements. Based on the current plan of development, the District will fund and construct undivided 2-lane roads providing access to the residential units and amenities. When completed, the District will own, operate and/or maintain the roadways within the District.

## **UTILITIES**

The District will fund and construct the potable water distribution system, the wastewater collection and transmission system, the reclaimed water distribution systems, and the irrigation water systems.

### Potable Water and Reclaimed

The District is within the City of Venice Service Area for the provision of potable water and reclaimed water. When these utilities are completed by the district, the City of Venice will then own, operate and maintain the public potable water distribution system and reclaimed water distribution systems.

## Sewer

The site sewer is provided by two entities. The City of Venice provides sewer service to the western portion of the property and Sarasota County, via the Curry Creek service area, provides service to the eastern portion of the property. Exhibit E is included with this report that shows the sewer service areas. When these utilities are completed each sewer service utility provider will operate and maintain their respective systems.

## Underground Electrical System

The underground electrical system will be privately funded. FP&L will own, operate, and maintain the underground electrical system.

## **STORMWATER MANAGEMENT SYSTEM**

The City of Venice and the Southwest Florida Water Management District ("SWFWMD") regulate the design criteria for the stormwater management system within the District. The stormwater runoff from the District area drains to both Roberts Bay and Dona Bay. The pre-development site runoff and water management criteria have been established by The City of Venice and SWFWMD.

The stormwater management system for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions are a requirement of more than one regulatory agency and are an integral part of the infrastructure improvements constructed with development projects.
6. To preserve the function of the floodplain storage during the 100-year storm event.

The stormwater management system provides a system for the District that optimizes the drainage, collection, treatment and attenuation of stormwater runoff.

The District will fund, construct, acquire, operate and/or maintain the stormwater management system.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, and stabilization, curb inlets, pipe culverts, control structures, open waterways and wetland conservation areas. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures.

## **LANDSCAPE AND HARDSCAPE**

Internal roads and some parks and open space will be irrigated and landscaped. Walls, berms or fencing with or without landscaping will provide buffering in accordance with the City of Venice regulatory requirements. The District will fund and construct the landscaping along the roads, the open space or park areas, retaining walls, buffer walls, fencing and landscape buffers within the District's boundary. The District will be responsible for operation and maintenance of these items.

Master development and village signage and monumentation will also be funded and constructed by the District and maintained by the District.

## **RECREATIONAL FACILITIES**

The District will fund and construct the amenity center within the Development, including certain recreational facilities and other passive recreational features. The recreational components will generally be within District open space, parks and other public areas. The District will operate and maintain the recreational facilities.

## **PROFESSIONAL SERVICES**

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.



## **CONTINGENCY**

This category includes the cost for adjustments as a result of unexpected field conditions, additional requirements of governmental agencies, market conditions, and other unknown factors that may occur throughout the course of development and construction of the infrastructure. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

## **OWNERSHIP AND MAINTENANCE**

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below in the table.

<b>Table 1: Ownership and Maintenance</b>			
<b><u>Proposed Infrastructure</u></b>	<b><u>Funding</u></b>	<b><u>Ownership</u></b>	<b><u>Maintenance</u></b>
Potable Water	CDD	CITY OF VENICE	CITY OF VENICE
Sewer	CDD	COUNTY/CITY	COUNTY/CITY
Reclaim	CDD	CITY OF VENICE	CITY OF VENICE
Street Lights (offsite public roads)	PRIVATE	COUNTY	COUNTY
Excavation of Ponds	CDD	CDD	CDD
Drainage System including curb	CDD	CDD	CDD
Offsite Public Roads (outside of gates)	CDD	COUNTY	COUNTY
Offsite public utilities	CDD	COUNTY/CITY	COUNTY/CITY
Street Lights	PRIVATE	CDD	CDD
Landscaping	CDD	CDD	CDD
Amenities	CDD	CDD	CDD
Gates	CDD	CDD	CDD
Roads	CDD	CDD	CDD
Electrical	PRIVATE	FP&L	FP&L

## **PROJECT COSTS**

The estimated District Funded total cost of the CIP is \$47,850,000.00. Refer to Exhibit G for a summary of the costs by infrastructure category for the CIP.

## **SUMMARY AND CONCLUSION**

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the City of Venice. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with

the design and permits. The permits and regulatory approvals identified in this Report are sufficient for the completion of the CIP as described in the development plans. The platting, design and permitting for the development are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this Report are based on preliminary plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, and developing construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The total construction cost estimate for the infrastructure that has been developed in this Report is only an estimate and not a guaranteed maximum price. The estimated cost is based on recent cost information concerning construction and professional services for similar developments in this area of the County applied to the current plan of development. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The Engineer recommends that in addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on any proposed bonds, the District should also levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District owned improvements.

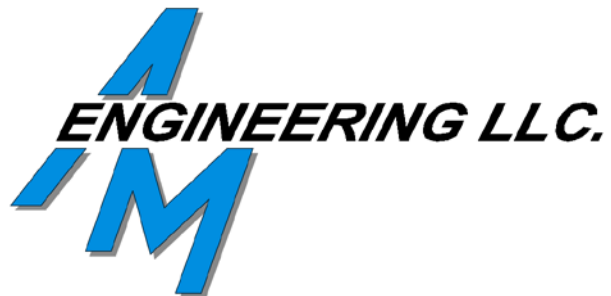
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D. Shawn Leins, P.E

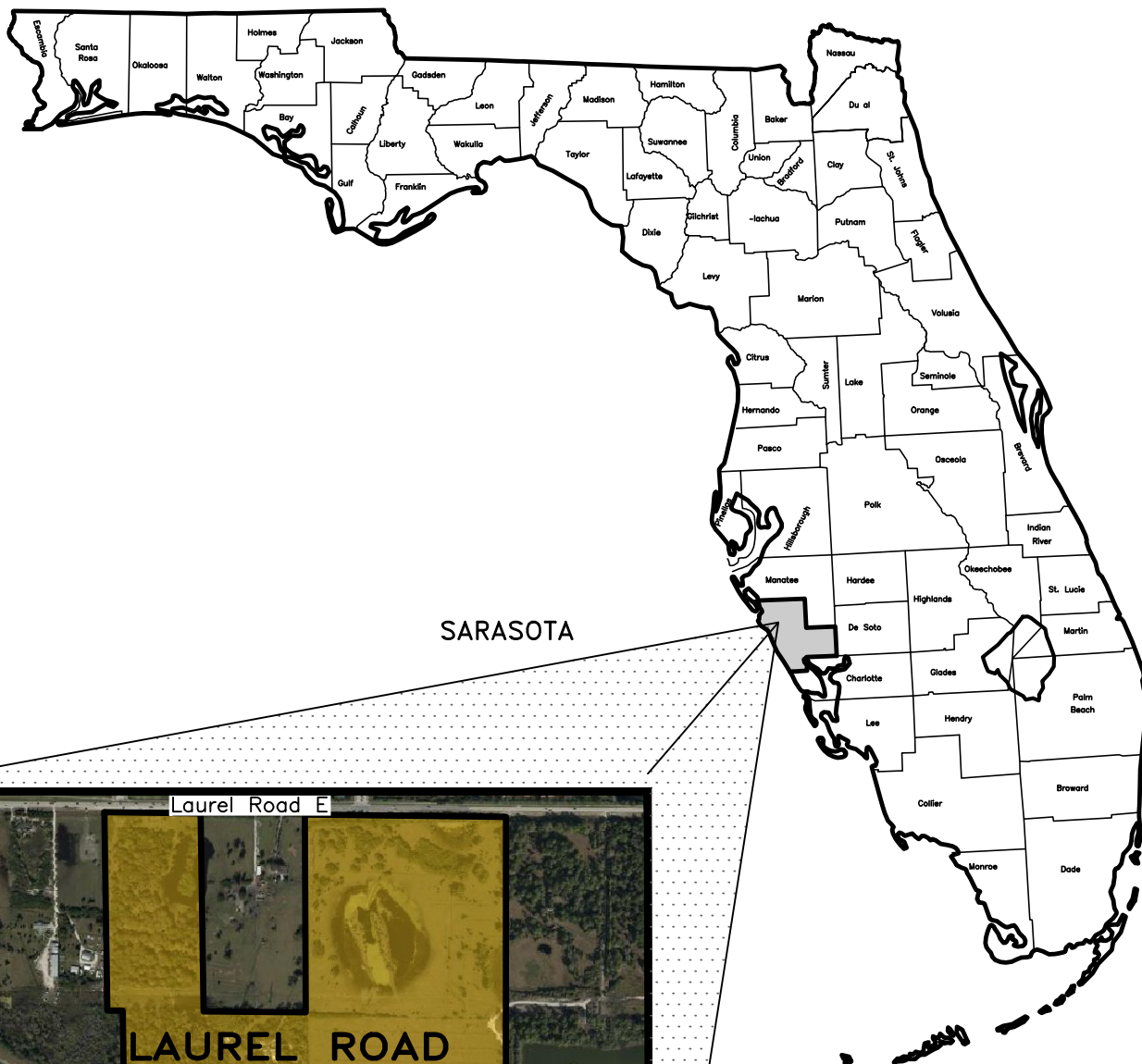
Laurel Road Community Development District Engineer FL Registration No.: 41078

# EXHIBIT A

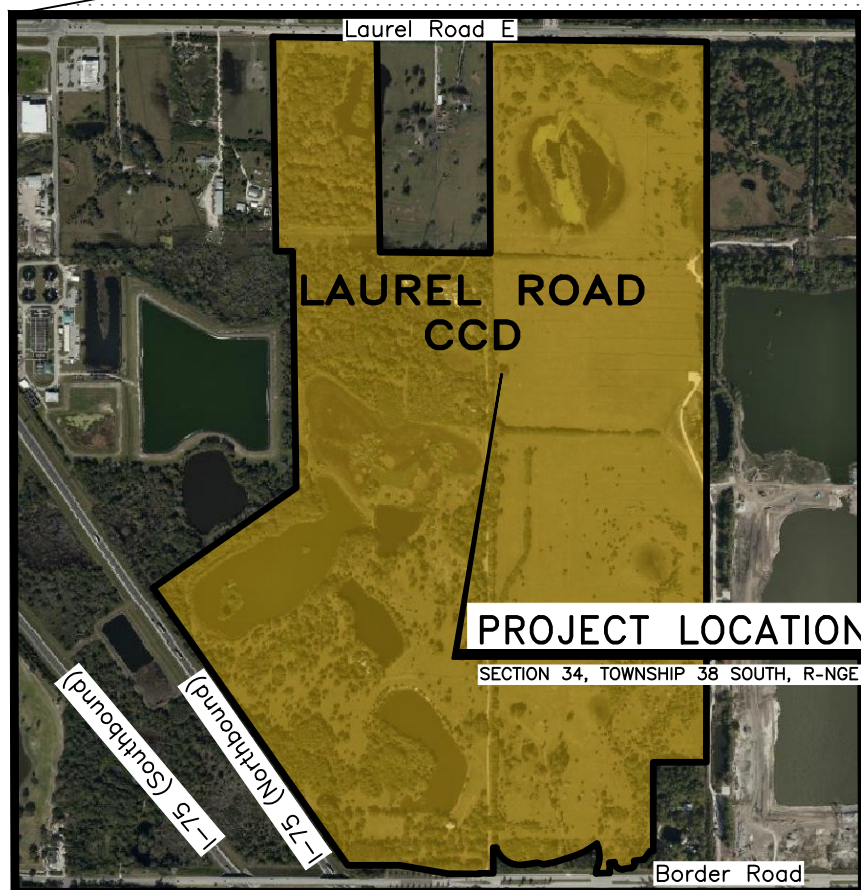
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# FLORIDA



## SARASOTA



## PROJECT LOCATION

SECTION 34, TOWNSHIP 38 SOUTH, R-NGE 19 E-ST

## PROJECT LOCATION MAP

LAUREL ROAD CDD  
Venice, FL

0 300 600 1200  
SC-LE IN FEET



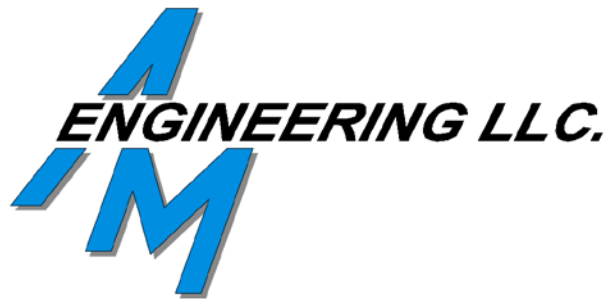
Civil Engineering | Land Surveying



8340 Consumer Court Sarasota, FL 34240  
Phone: (941) 377-9178 | www.amengllc.com  
CA #33105 | LB #4334

# EXHIBIT B

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Mirasol Blvd

Ancora Blvd

Laurel Road E

LAUREL ROAD CCD

I-75 (Southbound)  
I-75 (Northbound)

Border Road

Clermont Road

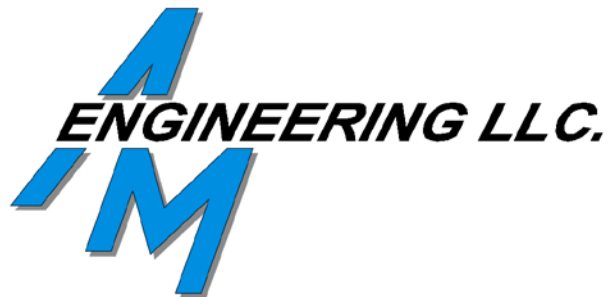
Border Road

© Engineering 2020 Street: 11/16/2020 9:23:17 - CT-RM-N | Project: 11/16/2020 9:24:48 -M CT-RM- | P:\Active\NE-10016000\Design\Active\Sheet\001\NE-1016-02-EP.dwg\Layout



# EXHIBIT C

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NEIGHBORHOOD  
3

NEIGHBORHOOD  
2

NEIGHBORHOOD  
1

Civil Engineering | Land Surveying



8340 Consumer Court Sarasota, FL 34240  
Phone: (941) 377-9178 | www.amengllc.com  
CA #33105 | LB#4334

NEIGHBORHOOD EXHIBIT  
LAUREL ROAD CDD  
Venice, FL

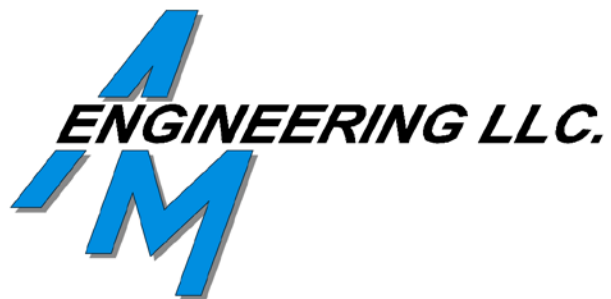
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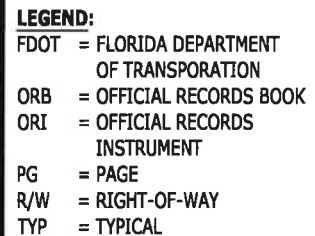


# EXHIBIT D

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**SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA**



05/03/2019 - REVISION - REMOVE ORI #2019041854

SCALE 1" = 800'	DATE 7/2/2018	JOB No. 8854-023-000		
DRAWN CSL	CHECKED JEB	SECTION 34	TOWNSHIP 38 SOUTH	RANGE 19 EAST

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
[www.kingengineering.com](http://www.kingengineering.com)  
LB2610

I, the undersigned Professional Surveyor & Mapper, hereby certify that the sketch map and metes and bounds description as set forth in this exhibit are true and correct, were made under my direction and meets the standards of practice set forth by the Florida Board of Surveying and Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 55-17, Florida Administrative Code.

JOSEPH E. BECKMAN  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA #L.S. 7204  
CERTIFICATE OF AUTHORIZATION No. LB 2610

16/2019  
DATE

THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°01'38"W	12.00'
L2	N89°41'24"W	332.66'
L3	S00°01'38"W	556.49'
L4	S89°56'02"W	19.93'
L5	S35°54'54"W	63.59'
L6	S82°00'08"W	62.67'
L7	S07°59'52"E	16.34'
L8	S82°00'08"W	46.88'
L9	S84°46'18"W	33.03'
L10	S00°02'04"E	20.14'
L11	S89°51'20"W	84.15'
L12	S56°06'22"W	84.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S67°00'06"W	73.00'
L14	S72°29'13"W	128.96'
L15	S79°00'06"W	73.00'
L16	N74°59'54"W	39.68'
L17	S81°51'50"W	84.60'
L18	S89°43'52"W	20.00'
L19	S00°16'17"E	160.33'
L20	N89°57'39"W	85.40'
L21	S00°16'17"E	2.67'
L22	N89°40'37"W	199.29'
L23	N80°13'23"W	304.39'
L24	N89°44'34"W	325.83'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	39.27'	25.00'	90°00'00"	S37°00'08"W	35.36'
C2	78.40'	50.00'	89°50'09"	N53°04'49"W	70.61'
C3	45.33'	500.00'	5°11'38"	S02°37'51"E	45.31'
C4	48.21'	220.00'	12°33'23"	N13°09'08"E	48.12'
C5	114.36'	175.00'	37°26'26"	N00°42'37"E	112.33'
C6	26.57'	450.00'	3°22'58"	N19°42'05"W	26.56'
C7	219.37'	160.00'	78°33'26"	N58°51'27"W	202.59'

## SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING NORTH 89°21'08" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "2"

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

**LEGAL DESCRIPTION:** (BY KING ENGINEERING)

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE NORTH 89°21'08" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,359.38 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 34; THENCE SOUTH 00°01'38" WEST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°01'38" WEST, A DISTANCE OF 4,490.99 FEET; THENCE NORTH 89°41'24" WEST, A DISTANCE OF 332.66 FEET; THENCE SOUTH 00°01'38" WEST, A DISTANCE OF 556.49 FEET TO THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2006171348 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, AND THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2004206575 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE NORTH-RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406, RESPECTIVELY, THE FOLLOWING TWENTY-EIGHT (28) COURSES: (1) SOUTH 89°56'02" WEST, A DISTANCE OF 19.93 FEET; (2) SOUTH 35°54'54" WEST, A DISTANCE OF 63.59 FEET; (3) SOUTH 82°00'08" WEST, A DISTANCE OF 62.67 FEET; (4) SOUTH 07°59'52" EAST, A DISTANCE OF 16.34 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°00'08" WEST 35.36 FEET; (6) SOUTH 82°00'08" WEST, A DISTANCE OF 46.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (7) NORTHWESTERLY 78.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°50'09", AND A CHORD BEARING AND DISTANCE OF NORTH 53°04'49" WEST 70.61 FEET; (8) SOUTH 84°46'18" WEST, A DISTANCE OF 33.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (9) SOUTHERLY 45.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 05°11'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 02°37'51" EAST 45.31 FEET; (10) SOUTH 00°02'04" EAST, A DISTANCE OF 20.14 FEET; (11) SOUTH 89°51'20" WEST, A DISTANCE OF 84.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (12) NORTHERLY 48.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 12°33'23", AND A CHORD BEARING AND DISTANCE OF NORTH 13°09'08" EAST 48.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (13) NORTHERLY 114.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 37°26'26", AND A CHORD BEARING AND DISTANCE OF NORTH 00°42'37" EAST 112.33 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (14) NORTHERLY 26.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°22'58", AND A CHORD

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "2"

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Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

**LEGAL DESCRIPTION: (CONTINUED)**

BEARING AND DISTANCE OF NORTH 19°42'05" WEST 26.56 FEET; (15) SOUTH 56°06'22" WEST, A DISTANCE OF 84.65 FEET; (16) SOUTH 67°00'06" WEST, A DISTANCE OF 73.00 FEET; (17) SOUTH 72°29'13" WEST, A DISTANCE OF 128.96 FEET; (18) SOUTH 79°00'06" WEST, A DISTANCE OF 73.00 FEET; (19) NORTH 74°59'54" WEST, A DISTANCE OF 39.68 FEET; (20) SOUTH 81°51'50" WEST, A DISTANCE OF 84.60 FEET TO A POINT ON A CURVE TO THE RIGHT; (21) NORTHWESTERLY 219.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 78°33'26", AND A CHORD BEARING AND DISTANCE OF NORTH 58°51'27" WEST 202.59 FEET; (22) SOUTH 89°43'52" WEST, A DISTANCE OF 20.00 FEET; (23) SOUTH 00°16'17" EAST, A DISTANCE OF 160.33 FEET; (24) NORTH 89°57'39" WEST, A DISTANCE OF 85.40 FEET; (25) SOUTH 00°16'17" EAST, A DISTANCE OF 2.67 FEET; (26) NORTH 89°40'37" WEST, A DISTANCE OF 199.29 FEET; (27) NORTH 80°13'23" WEST, A DISTANCE OF 304.39 FEET; (28) NORTH 89°44'34" WEST, A DISTANCE OF 325.83 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 75 (STATE ROAD 93) ACCORDING TO SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406; THENCE NORTH 35°02'06" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 2,115.98 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2359, PAGE 2069 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 54°57'36" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,091.03 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 1,476.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 89°29'31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 104.65 FEET; THENCE NORTH 00°50'48" WEST, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 1,327.01 FEET TO THE SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2019041854 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°21'29" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 651.20 FEET; THENCE SOUTH 00°50'48" EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF SECTION 34, A DISTANCE OF 1,325.49 FEET TO AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE SOUTH 89°29'31" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 689.08 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 00°16'17" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,323.60 FEET TO SAID SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST; THENCE SOUTH 89°21'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 1,359.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 299.286 ACRES.

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

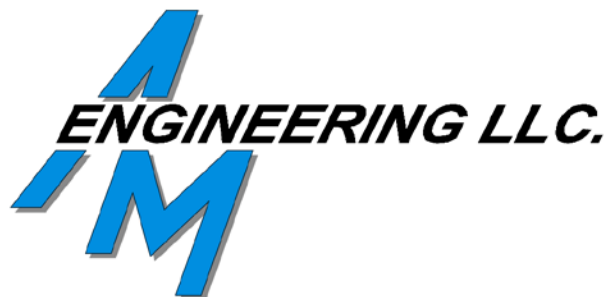
EXHIBIT "2"

**King**  
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One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

# EXHIBIT E

---





Mirasol Blvd

Ancora Blvd

Laurel Road E

CITY OF VENICE  
SEWER SERVICE -RE-

S-R-SOT- COUNTY'S  
CURRY CREEK SEWER  
SERVICE -RE-

LAUREL ROAD CDD

I-75 (Southbound)  
I-75 (Northbound)

Border Road

Clermont Road

Border Road

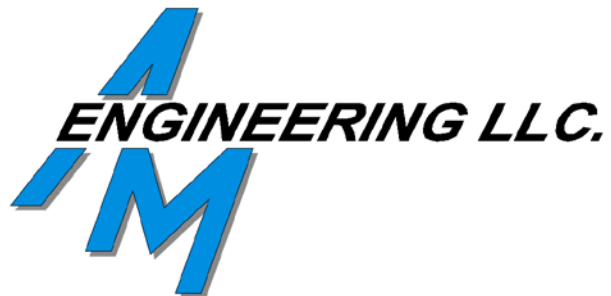
EXHIBIT E - SEWER SERVICE AREA EXHIBIT  
LAUREL ROAD CDD  
Venice, FL

0 200 400 800  
SC-LE IN FEET



# EXHIBIT F

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## PERMIT STATUS (GROSS ENTITLEMENTS)

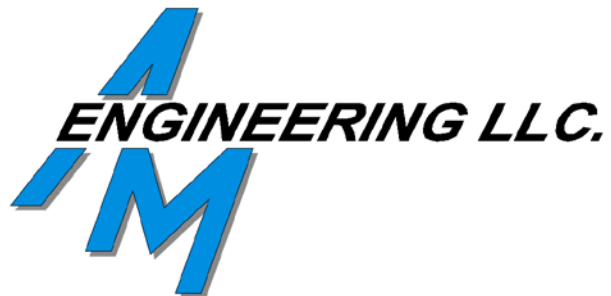
<i><b>PERMIT TYPE</b></i>	<i><b>PHASE 1</b></i>	<i><b>PHASE 2</b></i>	<i><b>PHASE 3</b></i>	<i><b>PHASE 4</b></i>
<b>OVERALL REZONE ORDINANCE</b>	<b>7/11/2018</b>	<b>7/11/2018</b>	<b>7/11/2018</b>	<b>7/11/2018</b>
<b>OVERALL SWFWMD</b>				
<b>US FISH &amp; WILDLIFE</b>				

## PERMIT STATUS (PHASED ENTITLEMENTS)

<i><b>PERMIT TYPE</b></i>	<i><b>PHASE 1</b></i>	<i><b>PHASE 2</b></i>	<i><b>PHASE 3</b></i>	<i><b>PHASE 4</b></i>
<b>CITY OF VENICE PRELIMINARY PLAT</b>				
<b>CITY OF VENICE CONSTRUCTION PLANS</b>				
<b>CITY OF VENICE SITE PREP PERMITS</b>				
<b>COUNTY SEWER</b>				
<b>STATE WATER PERMIT</b>				
<b>STATE SEWER PERMIT</b>				
<b>ACOE</b>				

# EXHIBIT G

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**EXHIBIT G****LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT****ESTIMATED COSTS OF CONSTRUCTION**

	<b>2021-2023</b>		<b>2023-2025</b>		
<b>Category</b>	<b>CDD</b>	<b>Private</b>	<b>CDD</b>	<b>Private</b>	<b>Total</b>
Onsite Street & Entry Lighting/Electrical		\$825,000.00		\$660,000.00	\$1,485,000.00
Internal Roadway	\$1,650,000.00		\$1,100,000.00		\$2,750,000.00
Drainage (Including Curb)	\$4,950,000.00		\$2,750,000.00		\$7,700,000.00
Water & Wastewater	\$4,950,000.00		\$3,300,000.00		\$8,250,000.00
Reclaimed/Irrigation Distribution	\$1,100,000.00		\$1,100,000.00		\$2,200,000.00
Clearing Earthwork & BMP's	\$3,960,000.00	\$440,000.00	\$990,000.00	\$110,000.00	\$5,500,000.00
Landscape	\$3,300,000.00		\$1,100,000.00		\$4,400,000.00
Parks, Recreation & Community Facilities	\$4,400,000.00				\$4,400,000.00
Entry Features, Signs	\$1,650,000.00				\$1,650,000.00
Offsite Roadway Improvements (Laurel Road & Border Road)	\$550,000.00				\$550,000.00
Offsite Utility Improvements	\$550,000.00				\$550,000.00
Professional Fees & Permitting (for only Public/CDD allocated fees.	\$3,300,000.00		\$2,200,000.00		\$5,500,000.00
Contingency & Other	\$2,750,000.00		\$2,200,000.00		\$4,950,000.00
<b>Total Estimated Project Costs</b>	<b>\$33,110,000.00</b>	<b>\$1,265,000.00</b>	<b>\$14,740,000.00</b>	<b>\$770,000.00</b>	<b>\$49,885,000.00</b>

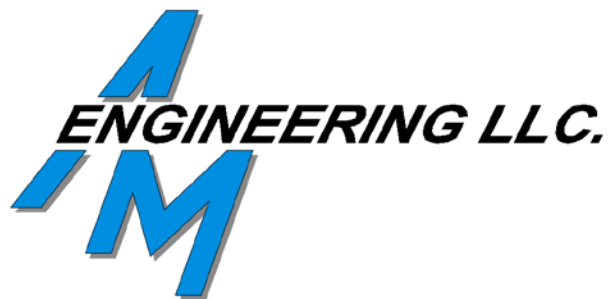
<b>Year</b>	<b>2021</b>		<b>2023</b>		<b>CDD Total</b>
<b>Infrastructure Cost</b>	<b>\$33,110,000.00</b>		<b>\$14,740,000.00</b>		<b>\$47,850,000.00</b>

Note #1: Construction costs do not include cost of financing. Estimated costs are for the powers permitted under Section 190.012(1), Florida Statutes, as amended, and the additional powers requested in the Petition under Sections 190.012(2)(a) and (2)(d), Florida Statutes. This good faith estimate of costs and timetable of construction is provided pursuant to Section 190.005(a) and (1)(a) 6. Florida Statutes, and is subject to future changes in construction costs and timing based on engineering design and permitting.

ENGINEER'S CERTIFICATION: This is to certify that construction costs represents a good faith estimation for the Laurel Road Community Development District current plan of improvement.

# EXHIBIT H

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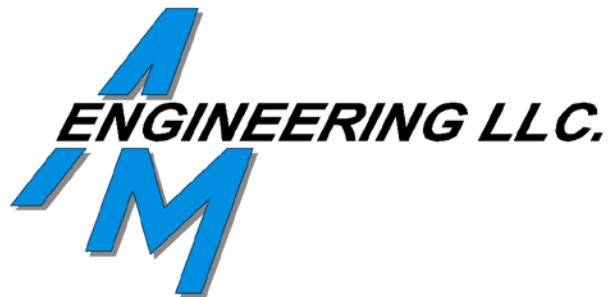
## Laurel Road CDD - Product Type

Lot Size	Phase 1	Phase 2	Total
40' x 120'	75		75
50' x 120'	85	85	170
57' x 135'	42	107	149
36' - 39' x 126' Paired Villas	122		122
45' x 140'	66		66
Multi-Family	300	150	450
Assisted Living*		268	268
<b>Total</b>	<b>690</b>	<b>610</b>	<b>1300</b>

\* there is an option for this to be medical office instead of assisted living.

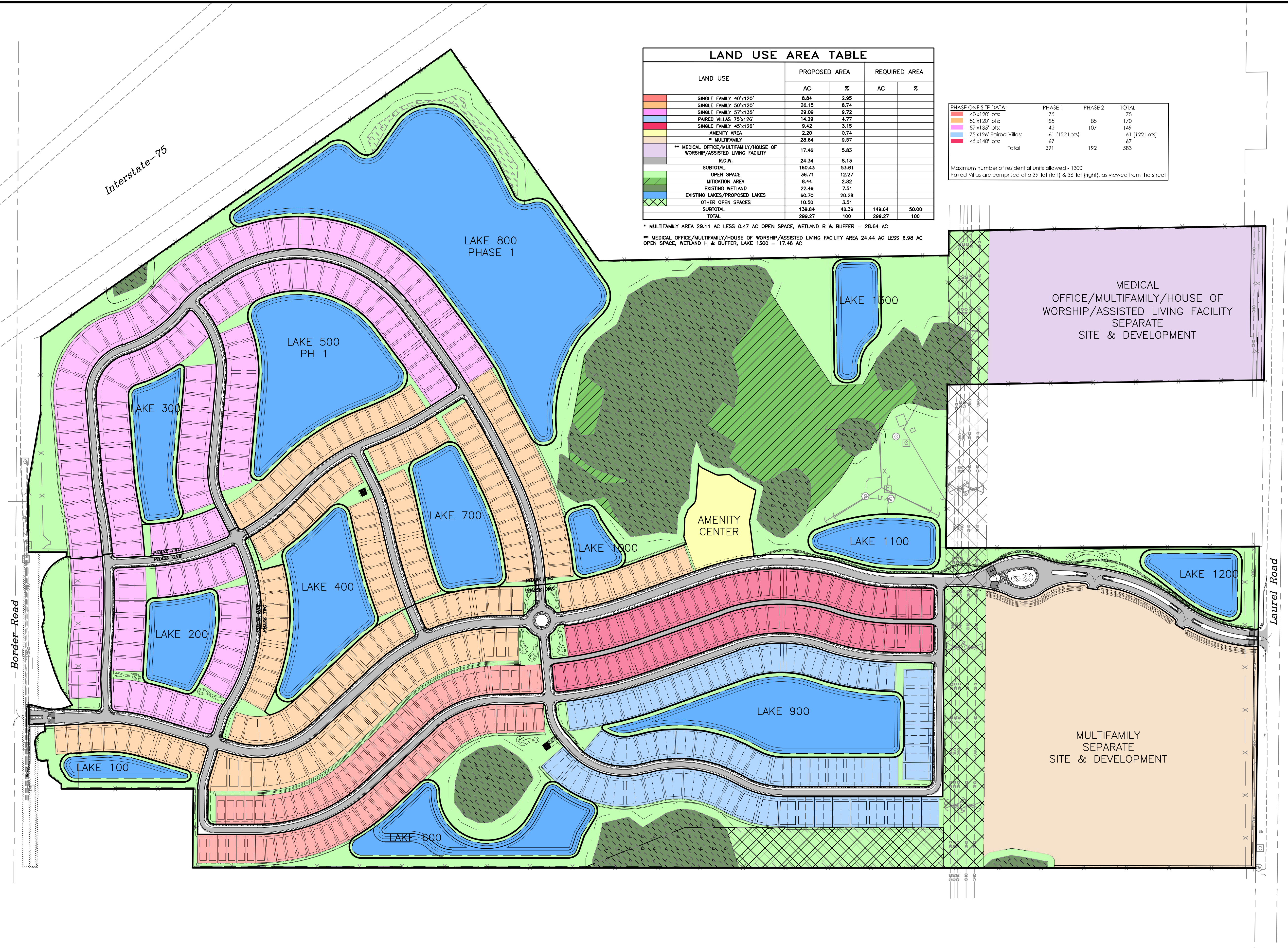
# EXHIBIT I

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LAND USE AREA TABLE					
LAND USE	PROPOSED AREA		REQUIRED AREA		
	AC	%	AC	%	
SINGLE FAMILY 40'x120'	8.84	2.85			
SINGLE FAMILY 50'x120'	28.15	8.74			
SINGLE FAMILY 57'x135'	28.09	8.72			
PAIRED VILLAS 75'x126'	14.29	4.77			
SINGLE FAMILY 45'x120'	9.42	3.15			
AMENITY AREA	2.20	0.74			
MULTIFAMILY	28.64	9.57			
** MEDICAL OFFICE/MULTIFAMILY/HOUSE OF WORSHIP/ASSISTED LIVING FACILITY	17.46	5.83			
R.O.W.	24.34	8.13			
SUBTOTAL	160.43	53.81			
OPEN SPACE	36.71	12.27			
MITIGATION AREA	8.44	2.82			
EXISTING WETLAND	22.49	7.51			
EXISTING LAKES/PROPOSED LAKES	60.70	20.28			
OTHER OPEN SPACES	10.50	3.51			
SUBTOTAL	138.84	48.39	149.84	50.00	
TOTAL	299.27	100	299.27	100	

\* MULTIFAMILY AREA 28.11 AC LESS 0.47 AC OPEN SPACE, WETLAND B & BUFFER = 28.64 AC  
\*\* MEDICAL OFFICE/MULTIFAMILY/HOUSE OF WORSHIP/ASSISTED LIVING FACILITY AREA 24.44 AC LESS 6.98 AC OPEN SPACE, WETLAND H & BUFFER, LAKE 1300 = 17.46 AC

PHASE ONE SITE DATA:	PHASE 1	PHASE 2	TOTAL
40'x120' lots:	75	75	75
50'x120' lots:	85	85	170
57'x135' lots:	42	107	149
75'x126' Paired Villas:	61 (122 Lots)		61 (122 Lots)
45'x140' lots:	67		67
Total	391	192	583

Maximum number of residential units allowed - 1300  
Paired Villas are comprised of a 39' lot (left) & 36' lot (right), as viewed from the street





## **EXHIBIT "B"**

# **AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY**

## **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**July 2021**

**Prepared for:**

**Members of the Board of Supervisors, Laurel  
Road Community Development District**

**Prepared on July 14, 2021**

**PFM Financial Advisors LLC**  
12051 Corporate Boulevard  
Orlando, FL 32817





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## AMENDED AND RESTATED MASTER ASSESSMENT METHODOLOGY LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT

July 14, 2021

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### 1.0 Introduction

#### 1.1 Purpose

This “Amended and Restated Master Assessment Methodology” dated July 14, 2021 (“Methodology”), effectively amends and restates the District’s “Master Assessment Methodology,” dated December 21, 2020 (“Adopted Methodology”) in order to reflect an adjustment to the development program and its allocation of master assessments. The Methodology provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Laurel Road Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. The Methodology described herein has two goals: (1) quantifying the special benefits received by properties within the District as a result of the construction of the District’s improvements and facilities, and (2) equitably allocating the costs incurred by the District to provide these benefits to properties in the District.

The District plans to implement a capital improvement program (“CIP”) that will allow for the development of property within the District. The District plans to fund the majority of its CIP through bond debt financing. This bond debt will be repaid from the proceeds of non-ad valorem special assessments levied by the District. These special assessments will serve as liens against properties within the boundary of the District that receive a special benefit from the CIP. This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

#### 1.2 Background

The District was created on April 28, 2020. The District encompasses approximately 299.286 acres in Sarasota County. The Laurel Road Community Development District Report of District Engineer, dated December 21, 2020 as same was later amended and restated on July 1, 2021 (“Engineer’s Report”)<sup>1</sup> as provided by AM Engineering, LLC (“District Engineer”) provides a description of the area and a location map.

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<sup>1</sup> AM Engineering, LLC., (December 2020) and Amended July 2021, “Laurel Road Community Development District”



This Methodology report provides a methodology to allocate the debt over the approximately 299.286 acres in the District that will receive a special benefit from the installation of the proposed District's portion of the capital improvement plan ("CIP"). It is the District's debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

The methodology described herein allocates the District's debt to the District's lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.<sup>2</sup>

### 1.3 Projected Land Use Plan for the District

Table 1 summarizes the land use development plan. As detailed in the Engineer's Report, the maximum number of units permitted per the current development plan is 1,300 residential units with the option to develop 15 acres of non-residential space (medical office) instead of the assisted living units. As further detailed, the current plan envisions the development of 1,300 residential units with the option to develop 15 acres of non-residential space instead of the assisted living units by a yet to be established development entity ("Developer").

**Table 1. Development Plan for Laurel Road**

<u>Lot Size</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>
Paired Villas (36' - 39')	122	0	122
SF 40'	75	0	75
SF 50'	85	85	170
SF 57'	42	107	149
SF 45'	66	0	66
Multi-Family	300	150	450
Assisted Living*	<u>0</u>	<u>268</u>	<u>268</u>
Total	690	610	1,300

Source: AM Engineering, LLC

\*There is an option for this to be medical office instead of Assisted Living

At the outset, the CIP is based on the land uses the Developer plans for the lands within the District as shown in Table 1. Table 2, as provided by the Developer, details an initial mix of residential product planned for the District. However, until either: (a) parcels of land along with their development entitlements are sold by the landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

<sup>2</sup> See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)



**Table 2. Residential Development Mix Laurel Road**

<u>Lot Size</u>	<u>Total</u>	<u>Mix</u>
Paired Villas (36' - 39')	122	9.4%
SF 40'	75	5.8%
SF 50'	170	13.1%
SF 57'	149	11.5%
SF 45'	66	5.1%
Multi-Family	450	34.6%
Assisted Living*	<u>268</u>	<u>20.6%</u>
Total	1,300	100.0%

Source: Developer

\*There is an option for this to be medical office instead of Assisted Living (A medical office ERU factor of 0.0008 is applied to the developable 326,700 sqft of allowable space assuming a 0.5 FAR on 15 acres detailed in the Engineer's Report, which is consistent with the planned density of ALF units)

\*\* SF refers to Single Family, PV refers to Paired Villa, MF refers to Multi-Family & ALF refers to Assisted Living Facility

Therefore, the District initially will impose assessments ("Assessments") on a per gross acre basis on the unsold and unplatted properties within the District based on the land use plan outlined in Table 1 (or in any updates issued from time to time), and on any sold or platted property in accordance with its actual land use or contractual entitlement as transferred to the new landowner from the landowner.

There is one important proviso. The debt per acre on the properties that remain unplatted in the District is not allowed to increase above its Ceiling Amount. The Ceiling Amount is set whenever the District issues debt. It is calculated by dividing the unplatted acres of the properties in the District into the debt allocated to the unplatted properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75%, 90% and 100% of the gross acres.

#### **1.4 CIP - Infrastructure Installation**

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's entire CIP are presented in Table 3.



**Table 3. Summary of CIP Cost Estimates (1)**

Category	2021 - 2023		2023-2025		TOTAL
	CDD	Private	CDD	Private	
Onsite Street & Entry Lighting	\$0	\$825,000	\$0	\$660,000	\$1,485,000
Internal Roadway	\$1,650,000		\$1,100,000		\$2,750,000
Drainage (Including Curb)	\$4,950,000		\$2,750,000		\$7,700,000
Water & Wastewater	\$4,950,000		\$3,300,000		\$8,250,000
Reclaimed/Irrigation Distribution	\$1,100,000		\$1,100,000		\$2,200,000
Clearing Earthwork & BMP's	\$3,960,000	\$440,000	\$990,000	\$110,000	\$5,500,000
Landscape	\$3,300,000		\$1,100,000		\$4,400,000
Parks, Recreation & Community Facilities	\$4,400,000				\$4,400,000
Entry Features, Signs	\$1,650,000				\$1,650,000
Offsite Roadway Improvements	\$550,000				\$550,000
Offsite Utility Improvements	\$550,000				\$550,000
Professional Fees & Permitting	\$3,300,000		\$2,200,000		\$5,500,000
Contingency & Others	\$2,750,000		\$2,200,000		\$4,950,000
<b>TOTAL</b>	<b>\$33,110,000</b>	<b>\$1,265,000</b>	<b>\$14,740,000</b>	<b>\$770,000</b>	<b>\$49,885,000</b>
<b>Year</b>	<b>2021</b>		<b>2023</b>		<b>CDD Total</b>
<b>Infrastructure Cost</b>	<b>\$33,110,000</b>		<b>\$14,740,000</b>		<b>\$47,850,000</b>

Source: AM Engineering (District Engineer), Exhibit J Engineer's Report.

(1) Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District

## 1.5 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM FA" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.



## 1.6 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's 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 property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.

## 1.7 Demonstration of Benefit

As shown in Table 3, the estimated cost of the CIP is \$49,885,000; of which an estimated \$47,850,000 will be the responsibility of the District. The District plans to issue bonds to fund its portion of these costs, with total bond principal estimated at \$63,780,000 (Table 5). There are an estimated 299.286 acres within the District. Therefore, the average cost of the District's CIP, per assessable acre, is \$213,107 on an as-financed basis. As discussed in more detail below, at the time all of the properties are developed according to the land plan in Table 1, the developed properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the properties in the District planned for development is to compare the current value of the property to be developed to the expected future value of the property after the total CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits in excess of its \$213,107 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 4 demonstrates the expected special benefit to the properties from the installation of the CIP. The development plan shown in Table 1 estimates 1,300 residential units. Since the District comprises 299.286 gross acres, the plan is for a gross density of 4.34 units per acre.



Based on current market pricing provided by the current landowner, the estimated average market price of residential units to be developed in the District will be \$300,000. On average, a finished building lot is valued at 25% of the total home and lot package. This produces an estimated finished lot value of \$75,000. The CIP has a total cost as financed of \$63,780,000 for 1,300 lots, thus the cost to produce a finished lot is \$49,062. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished lot of \$75,000 and the cost of the improvements per lot of \$49,062 resulting in a residual value for the land, as improved, of \$25,938 per lot. The foregoing market value is subject to change based on the final pricing details of the District's bond issues and the market value of the homes to be built on the properties.

According to the Sarasota County Property Appraiser, the 299.286 acres of land that comprise the District has a land value of \$14,384,800. The development program produces a density of 4.34 units per acre for a total of 1,300 lots, so the land value per lot for the lots is \$11,065.

Therefore, the District's CIP will provide a special benefit to the District's properties. The net increase in the market value of the lots once improved by the District's CIP is estimated at \$25,938. Therefore, the net benefit in market value of the lots after deducting the cost of the land before the improvements is \$14,873 (i.e. \$25,938 - \$11,065 = \$14,873). This demonstrates the special benefits generated by the CIP to the properties.

**Table 4. Demonstration of Special Benefit for Properties in Laurel Road**

<u>Category</u>	<u>Amount</u>
Acreage	299.286
Maximum Bonds	\$63,780,000
Debt/Acre	\$212,713
 <u>Category</u>	 <u>Amount</u>
Units	1,300
District Acreage	299.286
	=====
Units/Acre	4.34
 Average Price	 \$300,000
Finished lot	\$75,000
Cost per lot	\$49,062
	=====
Remainder	\$25,938
 Land Value-Cost	 \$14,384,800
Acres	299.286
Cost/Acre	\$48,064
Cost/DU/Lot	\$11,065
	=====
<b>Net Benefit</b>	<b>\$14,873</b>

Source: PFM Financial Advisors LLC

\*Based on the 2020 assessed value of all assessable District land provided by the Sarasota County Property Appraiser.



## 2.0 CIP Plan of Finance

The District has advised it intends to finance all or a portion of its CIP costs as detailed in Table 3 by issuing bonds. These bonds may be issued in several series, as development progresses within the District. A number of component funds comprise the total principal of the bonds to be issued by the District. These funds may include, but are not limited to, acquisition and construction, capitalized interest, a debt service reserve, underwriter's discount, and issuance costs. The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes 30 months of capitalized interest. The underwriter's discount is estimated at 2.0% of par. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

An estimate of the bond issuance required to fund the District's CIP is found in Table 5. The construction/acquisition funds raised by the District's bonds may fund only a portion of the District's CIP. The balance of any remaining CIP costs will be funded by one or more District landowner(s) or by other means. As bonds are issued by the District over time, the District will adopt supplemental assessment methodology report(s) detailing the particulars of each specific bond issue. The supplemental report(s) will detail the terms, interest rates, and costs associated with a specific series of bonds. The supplemental report(s) will also detail the specific bond debt service assessments for properties that have been assessed to secure each bond issuance.

**Table 5. Estimated District Bond Financing Details**

<b><u>Bond Fund</u></b>	<b><u>Total Bonds Value</u></b>
<b>Construction/Acquisition Fund</b>	<b>\$47,850,000</b>
Debt Service Reserve	\$4,586,450
Capitalized Interest	\$9,567,000
Costs of Issuance	\$500,950
Underwriter's Discount	\$1,275,600
Rounding	<u>\$0</u>
<b>Maximum Bond Principal</b>	<b>\$63,780,000</b>
 Average Annual Interest Rate:	 6.0%
Term (Years):	30
Capitalized Interest (Months):	30
<b>Maximum Net Annual Debt Service:</b>	<b>\$4,586,450</b>
<b>Maximum Gross Annual Debt Service (1):</b>	<b>\$4,931,667</b>

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



## **3.0 Assessment Methodology**

### **3.1 Assessment Foundation**

The assessment methodology associated with the allocation of the costs of the CIP is a four-step process. First, the District Engineer determines the costs for the District's infrastructure and related improvements. Second, an estimate of the amount of bonds required to finance the infrastructure improvements is calculated. Third, the District Engineer outlines which parcels benefit from the provision of the infrastructure and improvements. Finally, the as-financed costs of the infrastructure and related improvements are allocated to the benefiting properties based on the approximate relative benefit each unit receives.

### **3.2 Allocation of Specific Assessments**

The discussion offered below illustrates the process by which the District will allocate bond debt it incurs to fund its CIP. The District's maximum \$63,780,000 of total bond debt is detailed in Table 5. The District's bond debt will be secured primarily by special assessments allocated to properties in the District based on and proportional to the benefits that each property receives from the CIP. As described above, until such time as either: (a) properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 299.286 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting properties based on their land uses.

As noted above, as long as two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units ("ERU"), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such particular land use category to the benefit received by a typical single-family residence. The use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.<sup>3</sup> In addition, the ERU methodology is widely used in other similar CDDs.

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<sup>3</sup> City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)





Table 6 contains the allocation of the District's CIP costs, as financed, to the Development Units planned for the District based on the ERU value assigned to each Development Unit. Table 7 shows the annual bond debt service assessments associated with the bond par allocations found in Table 6. Table 7 becomes important as the land within the District is platted, as specific bond debt service assessments will be assigned to the individual Development Units at that time.

**Table 6. Allocation of the Costs of the District's CIP, as Financed**

<u>Land Use**</u>	<u>Volume</u>	<u>ERU/Unit</u>	<u>ERUs</u>	<u>%ERU</u>	<u>Total Debt</u>	<u>Debt/Unit</u>
Paired Villas (36' - 39')	122	0.75	91.5	12%	\$7,617,038	\$62,435
SF 40'	75	0.80	60.0	8%	\$4,994,779	\$66,597
SF 50'	170	1.00	170.0	22%	\$14,151,874	\$83,246
SF 57'	149	1.14	169.9	22%	\$14,140,220	\$94,901
SF 45'	66	0.90	59.4	8%	\$4,944,831	\$74,922
MF	450	0.30	135.0	18%	\$11,238,253	\$24,974
ALF*	268	0.30	80.4	10%	\$6,693,004	\$24,974
	=====		=====	=====	=====	
Total	1,300		766.2	100%	\$63,780,000	

Source: PFM Financial Advisors LLC

\*There is an option for this to be medical office instead of Assisted Living (A medical office ERU factor of 0.0008 is applied to the developable 326,700 sqft of allowable space assuming a 0.5 FAR on 15 acres detailed in the Engineer's Report, which is consistent with the planned density of ALF units)

\*\* SF refers to Single Family, PV refers to Paired Villa, MF refers to Multi-Family & ALF refers to Assisted Living Facility

**Table 7. Summary of Annual Assessments**

<u>Land Use</u>	<u>Debt/Unit</u>	<u>Annual Assessment</u>	<u>Administrative Costs</u>	<u>Total Annual Assessment (1)</u>
Paired Villas (36' - 39')	\$62,435	\$4,490	\$338	\$4,828
SF 40'	\$66,597	\$4,789	\$360	\$5,149
SF 50'	\$83,246	\$5,986	\$451	\$6,437
SF 57'	\$94,901	\$6,824	\$514	\$7,338
SF 45'	\$74,922	\$5,388	\$406	\$5,793
MF	\$24,974	\$1,796	\$135	\$1,931
ALF*	\$24,974	\$1,796	\$135	\$1,931

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

### 3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during the course of development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all of the debt being allocated.



To preclude this, a test is conducted when development thresholds are reached within the District. As long as the development at these thresholds does not cause the debt on the remaining land to increase above a debt “Ceiling Level” illustrated in Table 8 below, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The ceiling level of debt is established at the time each series of bonds is issued. For example, the District may issue up to \$63,780,000 in Bonds to fund the CIP. According to the Engineer’s Report, there are approximately 299.286 gross acres of land within the District. Each of these acres will be assigned an equal assessment of the \$63,780,000 in remaining unassigned bond debt assessments. Therefore, and assuming for purposes of this illustration that all \$63,780,000 in anticipated bond debt is issued by the District to fund its CIP, the ceiling level of debt for developable and assessable properties would be \$213,107 per acre ( $\$63,780,000 / 299.286$ ). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District’s first bond issuance.

A test will be conducted when 25%, 50%, 75%, and 90% of the acreage within the District has been developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 8 below illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, a true-up payment may be suspended at the District’s discretion. If the property owner can demonstrate to the District, and the District finds in its discretion (consistent with the opinion of the District Engineer), that all necessary land use approvals, including applicable zoning, can reasonably and economically support development totaling greater than or equal to 1,300 units, or the non-residential space for the District (in place of the assisted living units), on the remaining unplatted developable acreage within the remaining acres, a true-up payment may be suspended.

**Table 8. True- Up Thresholds**

<b>Category</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>90%</b>	<b>100%</b>
Platted Developable Acres	75.0	149.9	224.9	269.9	299.8
Unplatted Developable Acres	224.9	149.9	75.0	30.0	-
Debt Ceiling per Acre	\$213,107	\$213,107	\$213,107	\$213,107	\$213,107

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Methodology will be re-applied to include such new parcels. The additional land, as a result of applying this Methodology, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.



#### 4.0 Contribution of District Infrastructure and/or Improvements

The costs of the District's CIP will likely be funded by two mechanisms. The first mechanism is the issuance of special assessment bonds. The second mechanism is the contribution of funds or CIP components to the District ("Contribution"). Property owners within the District will have the opportunity to make such a Contribution upon approval by the District.

A District property owner's Contribution will give rise to assessment credits that can be applied by the property owner to reduce or eliminate bond debt service assessments that would otherwise be assigned to lands within the District to fund the costs of the CIP. Prior to a property owner reducing or eliminating bond debt service assessments through a Contribution, it must be shown that the improvements funded or contributed by the property owner are a component of the CIP, as outlined in the Engineer's Report. The property owner will be permitted to apply assessment credits equal to the value of the Contribution plus the costs of financing the improvement(s) that would otherwise have been incurred by the District if the District were required to issue bonds to fund or acquire the improvement(s) (such that the property would not be responsible for bond financing costs if the Contribution was made prior to the District's issuance of special assessment bonds). A property owner possessing assessment credits due to a Contribution will, in the District's discretion, have the opportunity to use the assessment credits to adjust bond debt service assessment levels of Development Units.

#### 5.0 Assessment Roll

Table 9 outlines the maximum bond principal assessment per assessable acre for the lands within the District. A description of the land within the District, which will be assessed to secure the repayment of the District's bonds, is found in Exhibit "A", below. The assessments shall be paid in not more than thirty (30) annual installments.

**Table 9. Assessment Roll**

<u>Parcel ID Numbers</u>	<u>Assessable Acreage</u>	<u>Bond Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Net Total Bond Annual Assessment</u>	<u>Net Annual Assessment per Acre</u>	<u>Bond Gross Annual Assessment (1)</u>	<u>Bond Gross Annual Assessment per Acre (1)</u>
Exhibit "A"	299.286	\$63,780,000	\$213,107	\$4,586,450	\$15,325	\$4,931,667	\$16,478

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND LOCATED WITHIN THE DISTRICT\***

\*Source: District Engineer's Report

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE NORTH 89°21'08" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,359.38 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 34; THENCE SOUTH 00°01'38" WEST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°01'38" WEST, A DISTANCE OF 4,490.99 FEET; THENCE NORTH 89°41'24" WEST, A DISTANCE OF 332.66 FEET; THENCE SOUTH 00°01'38" WEST, A DISTANCE OF 556.49 FEET TO THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2006171348 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, AND THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2004206575 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE NORTH-RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406, RESPECTIVELY, THE FOLLOWING TWENTY-EIGHT (28) COURSES: (1) SOUTH 89°56'02" WEST, A DISTANCE OF 19.93 FEET; (2) SOUTH 35°54'54" WEST, A DISTANCE OF 63.59 FEET; (3) SOUTH 82°00'08" WEST, A DISTANCE OF 62.67 FEET; (4) SOUTH 07°59'52" EAST, A DISTANCE OF 16.34 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°00'08" WEST 35.36 FEET; (6) SOUTH 82°00'08" WEST, A DISTANCE OF 46.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (7) NORTHWESTERLY 78.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°50'09", AND A CHORD BEARING AND DISTANCE OF NORTH 53°04'49" WEST 70.61 FEET; (8) SOUTH 84°46'18" WEST, A DISTANCE OF 33.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (9) SOUTHERLY 45.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 05°11'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 02°37'51" EAST 45.31 FEET; (10) SOUTH 00°02'04" EAST, A DISTANCE OF 20.14 FEET; (11) SOUTH 89°51'20" WEST, A DISTANCE OF 84.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (12) NORTHERLY 48.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 12°33'23", AND A CHORD BEARING AND DISTANCE OF NORTH 13°09'08" EAST 48.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (13) NORTHERLY 114.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 37°26'26", AND A CHORD BEARING AND DISTANCE OF NORTH 00°42'37" EAST 112.33 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (14) NORTHERLY 26.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°22'58", AND A CHORD BEARING AND DISTANCE OF NORTH 19°42'05" WEST 26.56 FEET; (15) SOUTH 56°06'22" WEST, A DISTANCE OF 84.65 FEET; (16) SOUTH 67°00'06" WEST, A DISTANCE OF 73.00 FEET; (17) SOUTH 72°29'13" WEST, A DISTANCE OF 128.96 FEET; (18) SOUTH 79°00'06" WEST, A DISTANCE OF 73.00 FEET; (19) NORTH 74°59'54" WEST, A DISTANCE OF 39.68 FEET; (20) SOUTH 81°51'50" WEST, A DISTANCE OF 84.60 FEET TO A POINT ON A CURVE TO THE RIGHT; (21) NORTHWESTERLY 219.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 78°33'26", AND A CHORD BEARING AND DISTANCE OF NORTH 58°51'27"



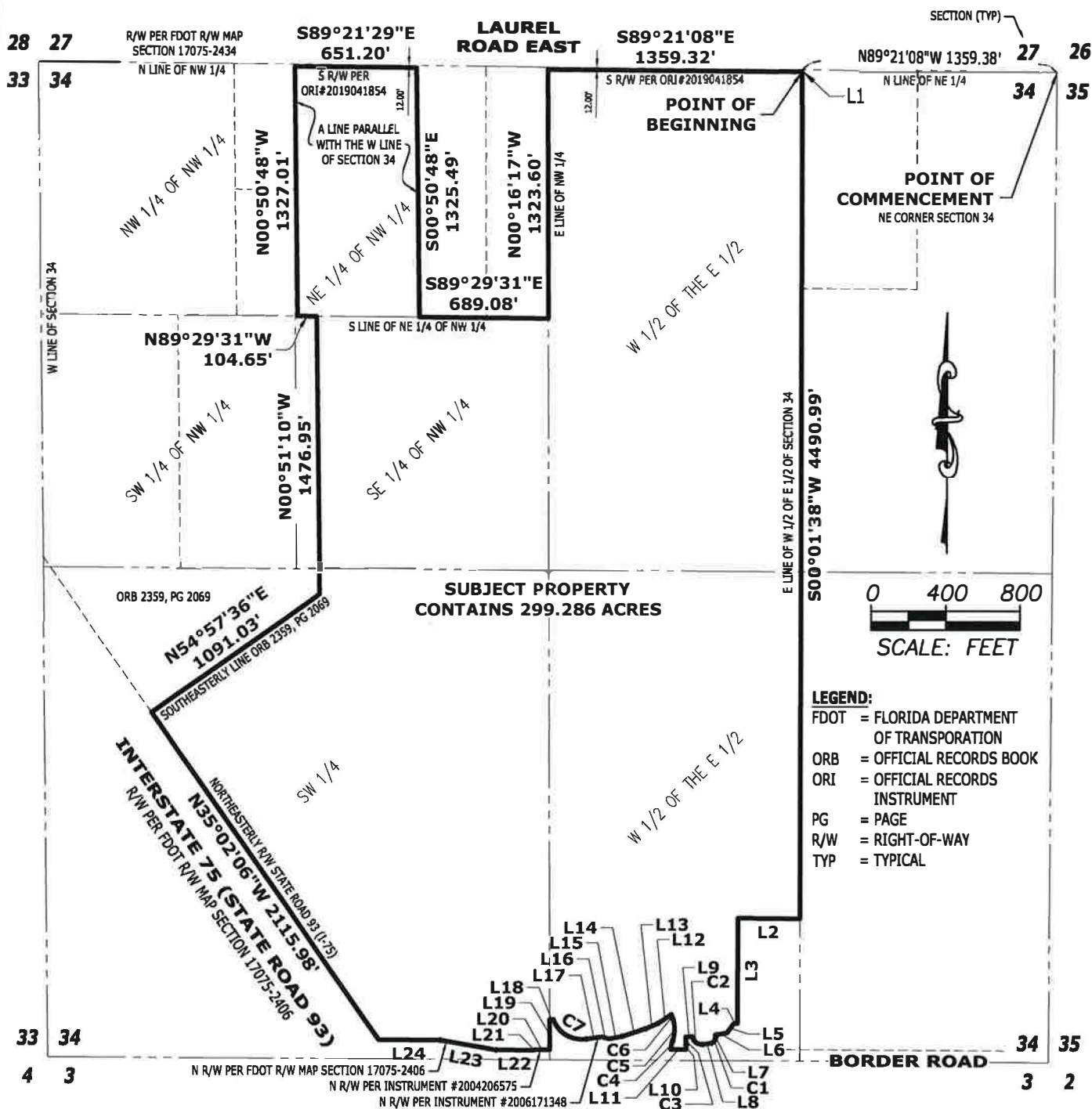
WEST 202.59 FEET; (22) SOUTH 89°43'52" WEST, A DISTANCE OF 20.00 FEET; (23) SOUTH 00°16'17" EAST, A DISTANCE OF 160.33 FEET; (24) NORTH 89°57'39" WEST, A DISTANCE OF 85.40 FEET; (25) SOUTH 00°16'17" EAST, A DISTANCE OF 2.67 FEET; (26) NORTH 89°40'37" WEST, A DISTANCE OF 199.29 FEET; (27) NORTH 80°13'23" WEST, A DISTANCE OF 304.39 FEET; (28) NORTH 89°44'34" WEST, A DISTANCE OF 325.83 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 75 (STATE ROAD 93) ACCORDING TO SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406; THENCE NORTH 35°02'06" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 2,115.98 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2359, PAGE 2069 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 54°57'36" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,091.03 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 1,476.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 89°29'31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 104.65 FEET; THENCE NORTH 00°50'48" WEST, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 1,327.01 FEET TO THE SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2019041854 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°21'29" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 651.20 FEET; THENCE SOUTH 00°50'48" EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF SECTION 34, A DISTANCE OF 1,325.49 FEET TO AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE SOUTH 89°29'31" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 689.08 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 00°16'17" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,323.60 FEET TO SAID SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST; THENCE SOUTH 89°21'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 1,359.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 299.286 ACRES.



EXHIBIT "C"

# SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST SARASOTA COUNTY, FLORIDA



GULF COAST COMMUNITY DEVELOPMENT DISTRICT

05/03/2019 - REVISION - REMOVE ORI #2019041854

EXHIBIT "2"

SCALE 1" = 800'	DATE 7/2/2018	JOB No. 8854-023-000
DRAWN CSL	CHECKED JEB	SECTION 34
		TOWNSHIP 38 SOUTH
		RANGE 19 EAST

# King

ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

I, the undersigned Professional Surveyor & Mapper, hereby certify that the sketch map and metes and bounds description as set forth in this exhibit are true and correct, were made under my direction and meets the standards of practice set forth by the Florida Board of Surveying and Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 55-17, Florida Administrative Code.

*Joseph E. Beckman*  
JOSEPH E. BECKMAN

PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA #LS 7204  
CERTIFICATE OF AUTHORIZATION No. LB 2610

DATE

THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°01'38"W	12.00'
L2	N89°41'24"W	332.66'
L3	S00°01'38"W	556.49'
L4	S89°56'02"W	19.93'
L5	S35°54'54"W	63.59'
L6	S82°00'08"W	62.67'
L7	S07°59'52"E	16.34'
L8	S82°00'08"W	46.88'
L9	S84°46'18"W	33.03'
L10	S00°02'04"E	20.14'
L11	S89°51'20"W	84.15'
L12	S56°06'22"W	84.65'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S67°00'06"W	73.00'
L14	S72°29'13"W	128.96'
L15	S79°00'06"W	73.00'
L16	N74°59'54"W	39.68'
L17	S81°51'50"W	84.60'
L18	S89°43'52"W	20.00'
L19	S00°16'17"E	160.33'
L20	N89°57'39"W	85.40'
L21	S00°16'17"E	2.67'
L22	N89°40'37"W	199.29'
L23	N80°13'23"W	304.39'
L24	N89°44'34"W	325.83'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	39.27'	25.00'	90°00'00"	S37°00'08"W	35.36'
C2	78.40'	50.00'	89°50'09"	N53°04'49"W	70.61'
C3	45.33'	500.00'	5°11'38"	S02°37'51"E	45.31'
C4	48.21'	220.00'	12°33'23"	N13°09'08"E	48.12'
C5	114.36'	175.00'	37°26'26"	N00°42'37"E	112.33'
C6	26.57'	450.00'	3°22'58"	N19°42'05"W	26.56'
C7	219.37'	160.00'	78°33'26"	N58°51'27"W	202.59'

## SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING NORTH 89°21'08" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "2"

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

**LEGAL DESCRIPTION:** (BY KING ENGINEERING)

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE NORTH 89°21'08" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,359.38 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 34; THENCE SOUTH 00°01'38" WEST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°01'38" WEST, A DISTANCE OF 4,490.99 FEET; THENCE NORTH 89°41'24" WEST, A DISTANCE OF 332.66 FEET; THENCE SOUTH 00°01'38" WEST, A DISTANCE OF 556.49 FEET TO THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2006171348 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, AND THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2004206575 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE NORTH-RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406, RESPECTIVELY, THE FOLLOWING TWENTY-EIGHT (28) COURSES: (1) SOUTH 89°56'02" WEST, A DISTANCE OF 19.93 FEET; (2) SOUTH 35°54'54" WEST, A DISTANCE OF 63.59 FEET; (3) SOUTH 82°00'08" WEST, A DISTANCE OF 62.67 FEET; (4) SOUTH 07°59'52" EAST, A DISTANCE OF 16.34 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°00'08" WEST 35.36 FEET; (6) SOUTH 82°00'08" WEST, A DISTANCE OF 46.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (7) NORTHWESTERLY 78.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°50'09", AND A CHORD BEARING AND DISTANCE OF NORTH 53°04'49" WEST 70.61 FEET; (8) SOUTH 84°46'18" WEST, A DISTANCE OF 33.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (9) SOUTHERLY 45.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 05°11'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 02°37'51" EAST 45.31 FEET; (10) SOUTH 00°02'04" EAST, A DISTANCE OF 20.14 FEET; (11) SOUTH 89°51'20" WEST, A DISTANCE OF 84.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (12) NORTHERLY 48.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 12°33'23", AND A CHORD BEARING AND DISTANCE OF NORTH 13°09'08" EAST 48.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (13) NORTHERLY 114.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 37°26'26", AND A CHORD BEARING AND DISTANCE OF NORTH 00°42'37" EAST 112.33 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (14) NORTHERLY 26.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°22'58", AND A CHORD

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "2"

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LB2610



**LEGAL DESCRIPTION: (CONTINUED)**

BEARING AND DISTANCE OF NORTH 19°42'05" WEST 26.56 FEET; (15) SOUTH 56°06'22" WEST, A DISTANCE OF 84.65 FEET; (16) SOUTH 67°00'06" WEST, A DISTANCE OF 73.00 FEET; (17) SOUTH 72°29'13" WEST, A DISTANCE OF 128.96 FEET; (18) SOUTH 79°00'06" WEST, A DISTANCE OF 73.00 FEET; (19) NORTH 74°59'54" WEST, A DISTANCE OF 39.68 FEET; (20) SOUTH 81°51'50" WEST, A DISTANCE OF 84.60 FEET TO A POINT ON A CURVE TO THE RIGHT; (21) NORTHWESTERLY 219.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 78°33'26", AND A CHORD BEARING AND DISTANCE OF NORTH 58°51'27" WEST 202.59 FEET; (22) SOUTH 89°43'52" WEST, A DISTANCE OF 20.00 FEET; (23) SOUTH 00°16'17" EAST, A DISTANCE OF 160.33 FEET; (24) NORTH 89°57'39" WEST, A DISTANCE OF 85.40 FEET; (25) SOUTH 00°16'17" EAST, A DISTANCE OF 2.67 FEET; (26) NORTH 89°40'37" WEST, A DISTANCE OF 199.29 FEET; (27) NORTH 80°13'23" WEST, A DISTANCE OF 304.39 FEET; (28) NORTH 89°44'34" WEST, A DISTANCE OF 325.83 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 75 (STATE ROAD 93) ACCORDING TO SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406; THENCE NORTH 35°02'06" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 2,115.98 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2359, PAGE 2069 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 54°57'36" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,091.03 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 1,476.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 89°29'31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 104.65 FEET; THENCE NORTH 00°50'48" WEST, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 1,327.01 FEET TO THE SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2019041854 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°21'29" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 651.20 FEET; THENCE SOUTH 00°50'48" EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF SECTION 34, A DISTANCE OF 1,325.49 FEET TO AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE SOUTH 89°29'31" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 689.08 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 00°16'17" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,323.60 FEET TO SAID SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST; THENCE SOUTH 89°21'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 1,359.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 299.286 ACRES.

GULF COAST COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "2"

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
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Phone 813 880-8881  
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LB2610

# **Laurel Road Community Development District**

Consideration of the Supplemental Engineer's Report

**LAUREL ROAD**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Supplemental Report of District Engineer**  
**October 10, 2021**

***Prepared for:***

**Laurel Road**  
**Community Development District**  
**Sarasota County, Florida**

***Prepared by:***

**Bobbi R. Claybrooke, P.E.**  
**AM Engineering, LLC**  
**Sarasota, Florida**

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## **1.0 INTRODUCTION**

Vistera (the “Development”) encompasses approximately 299 acres and is planned to include approximately 583 residential units, 655 apartment units and a 62 unit assisted living facility as well as 15 ac of medical office and/or house of worship situated in three (3) parcels. The Laurel Road Community Development District’s (the “District”) boundaries are coterminous with the boundaries of the Development. The District Engineer’s Report (amended and restated) dated July 1, 2021 describes the scope and estimated cost of the District’s entire capital improvement program (the “CIP”) serving the entire District which is estimated to cost approximately \$47.85 million and includes roadways, drainage, water and waste water, reclaimed/irrigation distribution, clearing and earthwork, landscaping, parks, recreation and community facility, entry features and signs, offsite roadway improvements, offsite utility improvements, contingency and professional fees

As previously mentioned, the Development is currently planned for approximately 583 residential units, 667 apartment units and a 62 unit assisted living facility as well as 15 ac of medical office and/or house of worship situated in three (3) parcels. The apartment parcel is situated in the northeastern corner of the District along Laurel Road and is planned for 655 apartment units. The assisted living parcel is located in the northwestern corner of the District across the apartment parcel and is planned for fifty (50) assisted living units. The remaining residential parcel is located within the southern portion of the District and is planned for 582 residential units to be developed in two (2) phases.

The capital improvements described in the CIP will be constructed in multiple phases over time. This Supplemental Engineer’s Report (the “Report”) has been prepared to assist with the financing and construction of the infrastructure components of the initial phase of the CIP which is estimated to cost \$27.06 million and includes the costs allocable to the initial phase of the Development (the “Series 2021 Project”) and includes certain master infrastructure improvements and neighborhood infrastructure costs allocable to Phase 1 of the residential parcel in the Development planned for 391 residential units.

The land within Phase 1 of the residential parcel of the Development consists of 78.17 acres and is planned for 391 residential units. A depiction of the proposed Phase 1 lands and the land area discussed in this Report is included in Exhibit 1. In summary, the primary purpose of this Report is to provide the details of the proposed infrastructure costs that qualify to be funded by the District for the completion of the 391 residential units planned Phase 1 of the Development and distinguish the costs to be funded with proceeds of the Series 2021A Bonds. The private component of the development costs of the Development will be funded by the Developer (“Private Costs”).

Costs contained in this Report have been prepared based on actual construction costs where available and on estimates of costs using the best available information. It is possible that the estimated costs could vary based on final engineering and ultimate construction bids.

## **2.0 LAND USE**

The Development is part of a 299-acre tract that received zoning approval from the City of Venice as a planned unit development (the “Laurel Road PUD”). The Laurel Road PUD provides for the development of up to 1,300 residential units with a maximum of five percent (5%) (or approximately fifteen (15) acres) of the Development reserved for proposed medical office or house of worship uses.

Phase 1 of the residential parcel of the Development consisting of 78.17 acres is planned for 391 residential units consisting of 269 single-family units and 122 paired villas as detailed in Exhibit 2. Land Uses within the Development are planned to include the following approximate areas:

Ph 1 Residential (Single-Family, Paired Villas and Amenity Center)	78.238 acres
Ph 2 Residential (Single-Family)	49.238 acres
Open Space	49.390 acres
Outparcels	48.420 acres
Wetland Preservation	23.140 acres
Wetland Creation	8.450 acres
Lakes	41.860 acres
Buffers	0.550 acres
<b>Total Acres:</b>	<b>299.286 acres</b>

### 3.0 PERMITTING

The Development will be under the jurisdiction and review of City of Venice, Sarasota County (wastewater Phase 1 only), Southwest Florida Water Management District (SWFWMD), Army Corps of Engineers (USACE), and the Florida Department of Environmental Protection (FDEP).

At the time of this Report, the following permits have been obtained for the Development as follows:

Permit	Permit Number	Date Approved
COV - Preliminary Plat – Phase 1	20-68PP	09/14/2021
COV Site Prep – Phase 1 Mass Grading	PLTR21-00210	07/14/2021
COV Tree / Land Clearing Permit – Phase 1 Mass Grading	PLTR21-00210	07/21/2021
SWFWMD – Phase 1 Mass Grading	43044320.001	09/03/2021
COV Site Prep – Phase 2 Mass Grading		Under Review
COV Tree / Land Clearing Permit – Phase 2 Mass Grading		Under Review
SWFWMD – Phase 1 ERP (Includes Phase 2 Mass Grading)		Under Review
COV Construction Permit – Phase 1		Under Review
Sarasota County - Phase 1 Utility Permit (Sanitary Sewer)		Under Review
Sarasota County – ROW Use - Laurel Rd Turn Lane		Under Review
Sarasota County – ROW Use – Border Rd Turn Lane		Under Review

Permits have been obtained to commence clearing, lake excavation and mass grading of Phase 1. The permits noted as “under review” above are required to complete full Phase 1 infrastructure build out and are anticipated prior to completion of earthwork activities current underway by the contractor. The clearing and earthwork activities for Phase 1 of the residential parcel within the Development, consisting of 391 lots has commenced. It is currently anticipated that Phase 1 infrastructure construction will be complete end of Q2 of 2022. It is anticipated that the final plat for Phase 1 of the residential parcel within the Development will be recorded by end of Q1 of 2022.

### 4.0 PROPOSED INFRASTRUCTURE FOR THE DISTRICT’S SERIES 2021 PROJECT

The District presently intends to acquire, construct or equip certain public infrastructure improvements necessary for the development of the District. As previously mentioned, the Series 2021 Project includes certain master infrastructure improvements and neighborhood infrastructure costs allocable to Phase 1 of the residential parcel in the Development



planned for 391 residential units and is estimated to cost \$27.06 million. Enumeration of the estimated costs of the Series 2021 Project are provided in Exhibit 3.

#### **A. ROADWAYS**

1) District Funded Offsite Roadways:

The Transportation Impact Analysis required by the City of Venice requires certain off-site roadway improvements to be completed as a condition of development of the Community. These improvements include turn lanes on both Laurel Rd and Border Rd. The District will fund these offsite improvements. The current plan of development requires the following offsite transportation improvements; the costs of which are included in the Series 2021 Project.

2) District Funded Internal Roadways:

The design of roadways within the District will comply with the City of Venice's code requirements. Based on the current plan of development, the District will fund and construct undivided 2-lane roads providing access to the residential units and amenities. When completed, the District will own, operate and/or maintain the roadways within the District.

#### **B. UTILITIES**

The District will fund and construct the potable water distribution system, the wastewater collection and transmission system, the reclaimed water distribution systems, and the irrigation water systems.

1) Potable Water and Reclaimed

The District is within the City of Venice Service Area for the provision of potable water and reclaimed water. When these utilities are completed by the district, the City of Venice will then own, operate and maintain the public potable water distribution system and reclaimed water distribution systems.

2) Sewer

The site sewer is provided by two entities. The City of Venice provides sewer service to the western portion of the property and Sarasota County, via the Curry Creek service area, provides service to the eastern portion of the property. Exhibit E of the Engineer's Report, dated July 1, 2021, shows the sewer service areas. When these utilities are completed each sewer service utility provider will operate and maintain their respective systems. For the Series 2021 Project, the infrastructure for the eastern Sarasota County system will be constructed in fill. The forcemain connection to the existing City of Venice collection forcemain in Laurel Rd will also be constructed. It will run along Visterra Blvd and stub out to the west for future connection to the Phase 2 lift station. Since the connection to the City's existing system is placed within the Visterra BLVD ROW, the line must be completed before Visterra Blvd is completed.

#### **C. STORMWATER MANAGEMENT SYSTEM**

The City of Venice and the Southwest Florida Water Management District ("SWFWMD") regulate the design criteria for the stormwater management system within the District. The stormwater runoff from the District area drains to both Roberts Bay and Dona Bay. The pre-development site runoff and water management criteria have been established by The City of Venice and SWFWMD.

The stormwater management system for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

- 1) To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
- 2) To adequately protect development within the District from regulatory-defined rainfall events.
- 3) To maintain wetland hydroperiods.
- 4) To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
- 5) To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions are a requirement of more than one regulatory agency and are an integral part of the infrastructure improvements constructed with development projects.
- 6) To preserve the function of the floodplain storage during the 100-year storm event.

The stormwater management system provides a system for the District that optimizes the drainage, collection, treatment and attenuation of stormwater runoff.

The District will fund, construct, acquire, operate and/or maintain the stormwater management system.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, and stabilization, curb inlets, pipe culverts, control structures, open waterways and wetland conservation areas. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures.

#### **D. LANDSCAPE AND HARDSCAPE**

Internal roads and some parks and open space will be irrigated and landscaped. Walls, berms or fencing with or without landscaping will provide buffering in accordance with the City of Venice regulatory requirements. The District will fund and construct the landscaping along the roads, the open space or park areas, retaining walls, buffer walls, fencing and landscape buffers within the District's boundary. The District will be responsible for operation and maintenance of these items.

Master development and village signage and monumentation will also be funded and constructed by the District and maintained by the District.

#### **E. RECREATIONAL FACILITIES**

The District will fund and construct the amenity center within the Development, including certain recreational facilities and other passive recreational features. The recreational components will generally be within District open space, parks and other public areas. The District will operate and maintain the recreational facilities.

#### **F. PROFESSIONAL SERVICES**

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.

## **G. CONTINGENCY**

This category includes the cost for adjustments as a result of unexpected field conditions, additional requirements of governmental agencies, market conditions, and other unknown factors that may occur throughout the course of development and construction of the infrastructure. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

As mentioned, a portion of these improvements will be funded by the Developer and then purchased by the District. The construction and maintenance of the proposed improvements are necessary and will benefit the property. A more specific description of these items is provided in Exhibit 4.

## **5.0 PROPOSED PRIVATE COST FOR SERIES 2021 PROJECT**

The total infrastructure budget for the District is estimated to cost \$49.89 million and consists of the following (i) the District's CIP representing \$47.85 million and (ii) the private component at \$2.04 million which consists primarily of onsite street and entry lighting/electrical and certain clearing and earthwork/BMPs (the "Private Costs"). Private Costs related to Phase 1 include the following and is estimated to cost \$1.27, as summarized in Exhibit 5.

The underground electrical system will be privately funded. FP&L will own, operate and maintain the underground electrical system. The Series 2021 Project shall include on-site street and entry lighting at each entry to the development (Laurel Rd and Border Rd) as well as the street lighting along the internal streets servicing the development.

## **6.0 SUMMARY AND CONCLUSION**

The Series 2021 Project is necessary for the functional development of the District as required for an applicable independent unit of local governments and will benefit the District and its residents. In addition, the Developer is obligated to fund and construct the Private Costs summarized in Exhibit 5 herein in order to deliver the development plan for the project. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements and will provide its intended function so long as the construction is in substantial compliance with the design and applicable permits.

It is our professional opinion that the infrastructure costs provided herein for the Series 2021 Project are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Sections 190.012(1) and (2) of the Florida Statutes.

It is our professional opinion that the infrastructure costs provided herein for the Private Costs are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District.

The estimate of infrastructure construction costs is only an engineer's opinion and not a guaranteed maximum price. The estimated costs are based on unit prices currently being experienced for ongoing and similar items of work in Sarasota County and quantities as represented on the current construction plans and concept plans for future phases. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and meet their intended functions. Where necessary, historical costs, information from other professional or utility consultants and contractors have

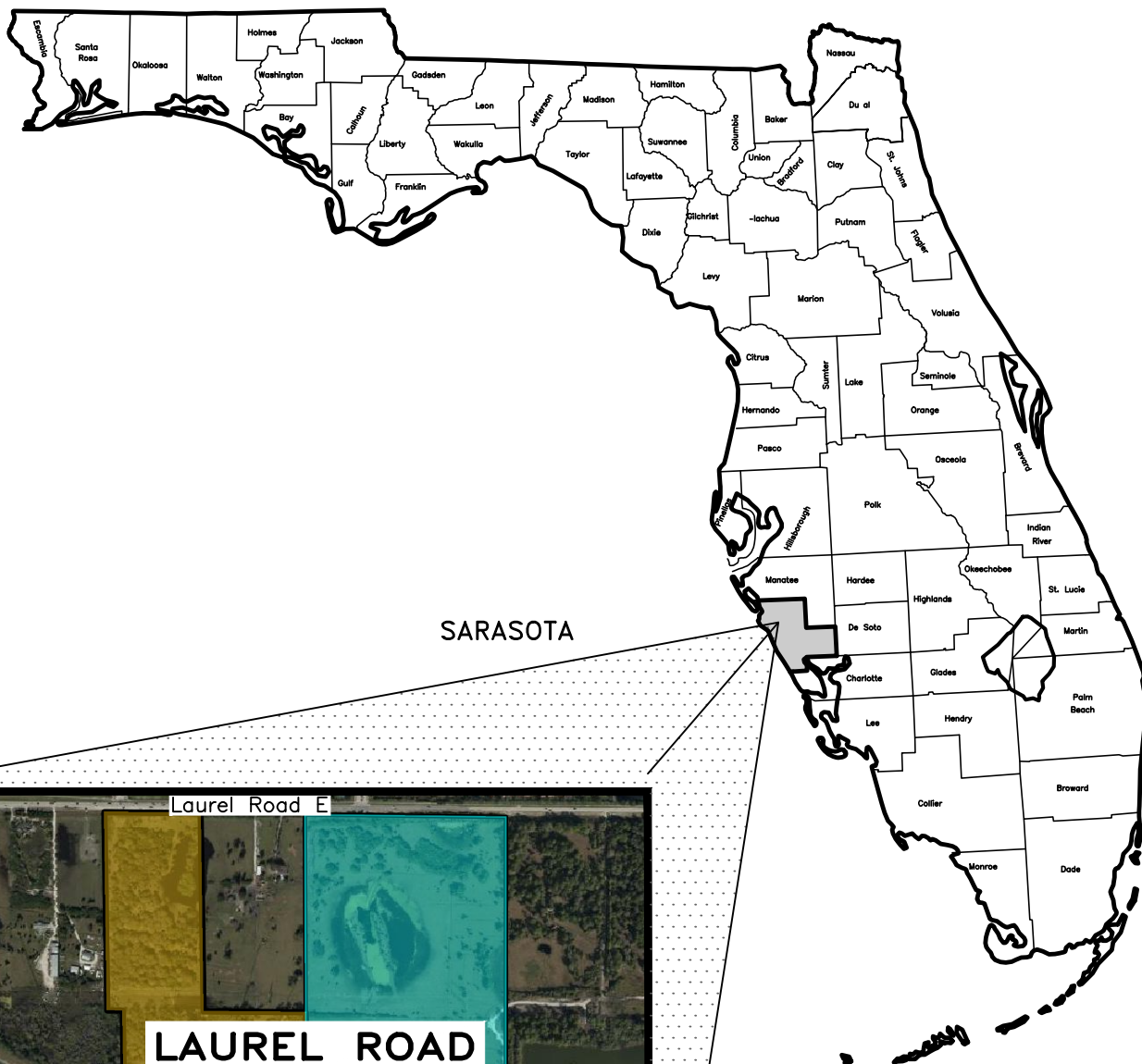
been used in preparation of this report. Consultants and contractors who have contributed in providing cost data included in the report are reputable entities in the Sarasota County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.

The District and/or Developer has met the requirements of the Laurel Road PUD and other regulatory permits to date and there are no unusual or restrictive provisions of the documents of all the applicable regulatory agencies that, in the opinion of the District Engineer, cannot be met in the ordinary course of constructing and delivering capital improvements described herein.

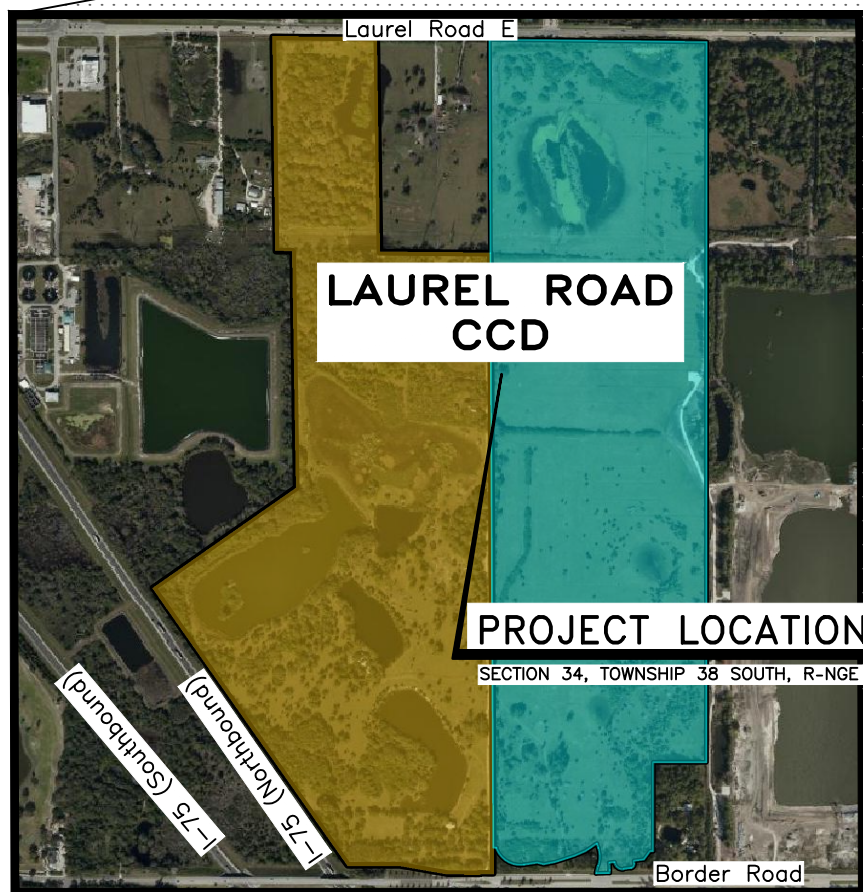
**EXHIBIT 1**

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
PHASE 1 LOCATION MAP**

# FLORIDA



## SARASOTA



### LEGEND:

- PHASE 1
- PHASE 2

## PROJECT LOCATION MAP LAUREL ROAD CDD Venice, FL

0 300 600 1200  
SC-LE IN FEET



Civil Engineering | Land Surveying



8340 Consumer Court Sarasota, FL 34240  
Phone: (941) 377-9178 | www.amengllc.com  
CA #33105 | LB #4334

## EXHIBIT 2

### LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT PHASE 1 DEVELOPMENT PLAN

Product-Type	# Units
Type A - Paired Villas (75' x 126')	122
Type B - Single Family (40' x 120')	75
Type C - Single Family (50' x 120')	85
Type D - Single-Family (45' x 140')	67
Type E - Single Family (57' x 135')	42
<b>Total</b>	<b>391</b>



**EXHIBIT 3****LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 PUBLIC PROJECT COST**

<b>Infrastructure</b>	<b>Master Infrastructure</b>	<b>Phase 1 Infrastructure</b>	<b>Series 2021 Project Cost</b>
Internal Roadway	\$ 639,000.00	\$ 639,000.00	\$ 1,278,000.00
Drainage (Including Curb)	\$ 2,875,500.00	\$ 958,500.00	\$ 3,834,000.00
Water & Wastewater	\$ 958,500.00	\$ 2,875,500.00	\$ 3,834,000.00
Reclaimed/Irrigation Distribution	\$ 427,500.00	\$ 427,500.00	\$ 855,000.00
Clearing Earthwork & BMP's	\$ 1,534,500.00	\$ 1,534,500.00	\$ 3,069,000.00
Landscape	\$ 766,800.00	\$ 1,789,200.00	\$ 2,556,000.00
Parks, Recreation & Community Facilities	\$ 4,000,000.00	\$ -	\$ 4,000,000.00
Entry Features, Signs	\$ 1,300,000.00	\$ -	\$ 1,300,000.00
Offsite Roadway Imprvements (Laurel Road & Border Road)	\$ 427,500.00	\$ -	\$ 427,500.00
Offsite Utility Improvements	\$ 427,500.00	\$ -	\$ 427,500.00
Profesisonal Fees & Permitting (for only Public/CDD allocated fees)	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,000,000.00
Contingency & Other	\$ 1,237,500.00	\$ 1,237,500.00	\$ 2,475,000.00
<b>Total</b>	<b>\$ 16,094,300.00</b>	<b>\$ 10,961,700.00</b>	<b>\$ 27,056,000.00</b>

**Note:**

1. Construction costs do not include cost of financing. Estimated costs are for the powers permitted under Section 190.012(1), Florida Statutes, as amended, and the additional powers requested in the Petition under Sections 190.012(2)(a) and (2)(d), Florida Statutes. This good faith estimate of costs and timetable of construction is provided pursuant to Section 190.005(a) and (1)(a) 6. Florida Statutes, and is subject to future changes in construction costs and timing based on engineering design and permitting.

ENGINEER'S CERTIFICATION: This is to certify that construction costs represents a good faith estimation for the Laurel Road Community Development District current plan of improvement.

## **EXHIBIT 4**

### **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP AND MAINTENANCE**

Maintenance and operational responsibilities of the Project will include the following:

1. Maintenance and operation of the off-site roadway improvements will be the responsibility of Sarasota County.
2. Maintenance of the District owned on-site roadways (including lighting, signage and furnishings) will be the responsibility of the District.
3. Maintenance and operation of the potable water and reclaimed water systems will be the responsibility of the City of Venice.
4. Maintenance and operation of the irrigation system associated with the roadway system will be the responsibility of the District.
5. Maintenance and operation of the Phase 1 (east property) sanitary sewer system will be the responsibility of Sarasota County.
6. Maintenance and operation of the Phase 2 (west property) sanitary sewer system will be the responsibility of the City of Venice.
7. Maintenance and operation of the stormwater management system will be the responsibility of the District.

## EXHIBIT 5

### LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT PHASE 1 PRIVATE PROJECT COST

Infrastructure	Master Infrastructure	Phase 1 Infrastructure	Phase 1 Private Cost
Onsite Street & Entry Lighting/Electrical	\$ 412,500.00	\$ 412,500.00	\$ 825,000.00
Clearing Earthwork & BMP's	\$ 190,000.00	\$ 190,000.00	\$ 380,000.00
<b>Total</b>	<b>\$ 602,500.00</b>	<b>\$ 602,500.00</b>	<b>\$ 1,205,000.00</b>

Note:

1. Construction costs do not include cost of financing. Estimated costs are for the powers permitted under Section 190.012(1), Florida Statutes, as amended, and the additional powers requested in the Petition under Sections 190.012(2)(a) and (2)(d), Florida Statutes. This good faith estimate of costs and timetable of construction is provided pursuant to Section 190.005(a) and (1)(a) 6. Florida Statutes, and is subject to future changes in construction costs and timing based on engineering design and permitting.

ENGINEER'S CERTIFICATION: This is to certify that construction costs represents a good faith estimation for the Laurel Road Community Development District current plan of improvement.

# **Laurel Road Community Development District**

Consideration of the Supplemental Assessment Methodology  
Report



# **SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT, SERIES 2021A BONDS**

## **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**October 2021**

**Prepared for:**

**Members of the Board of Supervisors,  
Laurel Road Community Development District**

**Prepared on October 13, 2021**

**PFM Financial Advisors LLC**  
12051 Corporate Boulevard  
Orlando, FL 32817



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## **SUPPLEMENTAL ASSESSMENT METHODOLOGY, SERIES 2021A BONDS LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**October 13, 2021**

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### **1.0 Introduction**

#### **1.1 Purpose**

This Supplemental Assessment Methodology Report, Series 2021A Bonds (“Supplemental Report”) provided a methodology for allocating the assessments securing the repayment of the planned Series 2021A-1, Series 2021A-2 Capital Improvement Revenue Bonds, (collectively, “Bonds” or “Series 2021A Bonds”) to be issued by Laurel Road Community Development District (the, “District”). This Supplemental Report applies and operates pursuant to the methodology outlined in the Amended and Restated Master Assessment Methodology dated July 14, 2021 (“Methodology”), which effectively amended and restated the District’s “Master Assessment Methodology,” dated December 21, 2020 (“Adopted Methodology”).

The District consisting of 299.286 gross acres is currently planned to be developed in multiple phases ultimately providing infrastructure supporting the development of approximately 1,300 residential units. The Series 2021 Project (“Series 2021 Project”), as outlined in Exhibit 3 of the Engineer’s Report, consists of certain master infrastructure improvements and neighborhood infrastructure costs allocable to Phase 1 of the residential parcel in the Development planned for 391 residential units and is estimated to cost \$27.1 million. The assessable properties located within the District receive special benefit from the Series 2021 Project. The District will issue the Series 2021A Bonds to finance a portion of the Series 2021 Project in the estimated amount of \$20.2 million. The Series 2021A Bonds and associated assessments (“Series 2021A Assessments”) will provide for the construction or acquisition of assessable improvements to certain properties located within the District’s Phase 1. The methodology described herein allocates the cost of the Series 2021 Project to certain properties within the District, based upon the benefits those properties receive from those improvements.

This Methodology is designed to conform to the requirements of Chapters 170, 190, and 197 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.



## 1.2 Background

The District was created on April 28, 2020. The District encompasses approximately 299.286 acres in Sarasota County. The Laurel Road Community Development District Report of District Engineer, dated December 21, 2020 as same was later amended and restated on July 1, 2021 and the Laurel Road Community Development District Supplemental Report of District Engineer, dated October 10, 2021 (collectively, the “Engineer’s Report”)<sup>1</sup> as provided by AM Engineering, LLC (“District Engineer”) provides a description of the area and a location map.

This Supplemental Report provides a methodology to allocate the debt over the approximately 299.286 acres in the District that will receive a special benefit from the installation of the proposed District’s portion of the capital improvement plan (“CIP”). It is the District’s debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

The methodology described herein allocates the District’s debt to the District’s lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.<sup>2</sup>

## 1.3 Projected Land Use Plan for the District’s Phase 1

The methodology described herein initially allocates the District’s debt over the gross acreage in the District on an equal acreage basis. As such acreage is sold with entitlements transferred thereto or is developed and platted, the Series 2021A Assessments are allocated on a per lot basis.

The Series 2021A Assessments levied in connection with the Series 2021A-1 Bonds (the “Series 2021A-1 Assessments”) will initially be allocated over all acreage within the District. The Series 2021A-1 Assessments will then be allocated on a per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within Phase 1 of the residential parcel in the Development planned for 391 residential lots. Based on the sizing of the Series 2021A-1 Bonds, it is anticipated the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds will be allocated to the assessable units within Phase 1 of the District as illustrated in Tables 4 and 5 herein which includes approximately 78.17 acres of land within the District planned for 391 residential units.

The Series 2021A Assessments levied in connection with the Series 2021A-2 Bonds (the “Series 2021A-2 Assessments”) will initially be allocated over all acreage within the District. The Series 2021A-2 Assessments will then be allocated per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within Phase 1 of the residential parcel in the District which includes approximately 78.17 acres of land within the District planned for 391 residential lots. Based on the sizing of the Series 2021A-2 Bonds, it is anticipated that the Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds will be allocated to the assessable units within Phase 1 of the residential parcel in the District as illustrated in Tables 4 and 5 herein which includes approximately 78.17 acres of land within the District planned for 391 residential units.

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<sup>1</sup> AM Engineering, LLC., (December 2020) and Amended July 2021, Supplemental Report of District Engineer (October 10, 2021)

<sup>2</sup> See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)





This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject. This Supplemental Report addresses the allocation of the costs of the Series 2021 Project to these developable properties located within the District that receive a special benefit from the Series 2021 Project. Table 1 identifies the property and planned unit types within the District that are ultimately anticipated to be subject to the Series 2021A Assessments.

**Table 1. Development Plan for Laurel Road**

<u>Lot Size</u>	<u>Phase 1</u>	<u>Phase 2</u>	<u>Total</u>
<u>Residential Parcel</u>			
Paired Villas (36' - 39')	122	0	122
SF 40'	75	0	75
SF 50'	85	85	170
SF 57'	42	107	149
SF 45'	67	0	67
<u>Apartment Parcel</u>			
Multi-Family	335	332	667
<u>Assisted Living Parcel</u>			
Assisted Living*	<u>0</u>	<u>50</u>	<u>50</u>
Total	726	574	1,300

Source: AM Engineering, LLC, \*There is an option for this to be medical office instead of Assisted Living

#### 1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's entire CIP are presented in Table 2.

**Table 2. Summary of CIP Cost Estimates (1)**

<u>Category</u>	<u>Master Infrastructure</u>	<u>PH 1 Infrastructure</u>	<u>Series 2021 Project Cost</u>
Internal Roadway	\$639,000	\$639,000	\$1,278,000
Drainage (Including Curb)	\$2,875,500	\$958,500	\$3,834,000
Water & Wastewater	\$958,500	\$2,875,500	\$3,834,000
Reclaimed/Irrigation Distribution	\$427,500	\$427,500	\$855,000
Clearing Earthwork & BMP's	\$1,534,500	\$1,534,500	\$3,069,000
Landscape	\$766,800	\$1,789,200	\$2,556,000
Parks, Recreation & Community Facilities	\$4,000,000	\$0	\$4,000,000
Entry Features, Signs	\$1,300,000	\$0	\$1,300,000
Offsite Roadway Improvements	\$427,500	\$0	\$427,500
Offsite Utility Improvements	\$427,500	\$0	\$427,500
Professional Fees & Permitting	\$1,500,000	\$1,500,000	\$3,000,000
Contingency & Others	\$1,237,500	\$1,237,500	\$2,475,000
<b>TOTAL</b>	<b>\$16,094,300</b>	<b>\$10,961,700</b>	<b>\$27,056,000</b>

Source: AM Engineering (District Engineer), Exhibit 3 Engineer's Report.

(1) Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District



## **1.5 Requirements of a Valid Assessment Methodology**

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.

## **1.6 Special Benefits and General Benefits**

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's 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 property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.

## **2.0 CIP Plan of Finance**

The District's Series 2021A Bonds will have a maximum total par value of \$22,350,000. Table 3 presents the details for the Series 2021A Bonds.



**Table 3. Details of the Series 2021A Bonds**

<b>Category</b>	<b>Series 2021A-1 Bonds</b>	<b>Series 2021A-2 Bonds</b>	<b>Total</b>
Construction Fund	\$10,163,348	\$9,998,089	\$20,161,437
Debt Service Reserve	\$327,296	\$220,600	\$547,896
Capitalized Interest	\$477,956	\$465,711	\$943,667
Cost of Issuance	\$125,000	\$125,000	\$250,000
Underwriter's Discount	<u>\$226,400</u>	<u>\$220,600</u>	<u>\$447,000</u>
<b>Total</b>	<b>\$11,320,000</b>	<b>\$11,030,000</b>	<b>\$22,350,000</b>
Rate	4.00%	4.00%	4.0%
Term	30	10	
Capitalized Interest (months)	13	13	
Maximum Net Annual Debt Service	<b>\$654,593</b>	<b>\$441,200</b>	<b>\$1,095,793</b>

Source: MBS Capital Markets LLC

### **3.0 Assessment Methodology**

#### **3.1 Assessment Foundation**

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Series 2021 Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to acquire and/or construct a portion of the Series 2021 Project. Fourth, consistent with the Master Report, this amount is initially divided equally among the benefited properties in the District on a gross assessable acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the District.

As described more fully below, the District is issuing \$22,350,000 in Series 2021A Bonds to fund a portion of the Phase 1 Project to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2021A Bonds, and to fund other costs associated with issuing the Series 2021A Bonds. It is the debt represented by the Series 2021A Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Series 2021 Project.

#### **3.2 Allocation of Specific Assessments**

The assessment methodology allocates debt to specific properties in the District based upon the benefit that each one receives from the Series 2021 Project funded by proceeds of the Series 2021A Bonds. The improvements proposed for Series 2021 Project in the District to be acquired and/or constructed with District funds will benefit all acres in the District. Each of the acres of land within the District will initially share equally in the benefits/costs bestowed by such improvements and upon sale with entitlements transferred thereto or property is developed and platted the special assessments securing the Series 2021A Bonds will be allocated on a per lot basis, as illustrated in Table 4 and Table 5.



More specifically, the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds will initially be levied on an equal acreage basis over all acreage within the District and then be allocated on a per unit basis as illustrated in Tables 4 and 5 upon the sale of property with specific entitlements transferred thereto or platting within Phase 1 of the residential parcel in the District planned for 391 residential lots. The Series 2021A-1 Bonds were sized to correspond to the collection of Series 2021A-1 Assessments from all 391 residential units planned for Phase 1 of the residential parcel in the District. The Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds will initially be levied on an equal acreage basis over all acreage within the District and will subsequently be allocated on a per unit basis as illustrated in Tables 4 and 5 to all 391 residential lots within Phase 1 the residential parcel with the District upon the sale of property with specific entitlements transferred thereto or upon development completion and platting within Phase 1 of the residential parcel in the District. The Series 2021A-1 Assessments are expected to be paid annually over a thirty (30) year period while the Series 2021A-2 Assessments are expected to be prepaid by the Developer at the time of home closing with a homebuilder.

As noted above, if two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units ("ERU"), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such land use category to the benefit received by a typical single-family residence. As adopted by the District's Board of Supervisors in the Master Report, the use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.<sup>3</sup> In addition, the ERU methodology is widely used in other similar CDDs.

Table 4 contains the allocation of the District's Series 2021 Project costs, as financed, to the units planned for Phase 1 of the District which is anticipated to fully absorb the Series 2021A-1 Assessments and Series 2021A-2 Assessments based on the ERU value assigned to each unit. Table 5 shows the annual bond debt service assessments associated with the bond par allocations found in Table 4. Table 5 becomes important as the land within the District's is platted, as specific bond debt service assessments will be assigned to the individual units at that time.

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<sup>3</sup> City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)



**Table 4. Phase 1 - Allocation of the Costs of the Series 2021 Project, as Financed**

<u>Land Use</u>	<u># Units</u>	<u>Est. Series 2021A-1 Bonds Principal per Unit</u>	<u>Est. Series 2021A-1 Bonds Gross Annual DS per Unit</u>	<u>Est. Series 2021A-2 Bonds Principal per Unit</u>	<u>Est. Series 2021A-2 Bonds Net Annual DS per Unit*</u>	<u>Est. Total Series 2021A Debt Per Unit</u>
SF 40'	75	\$26,274	\$1,634	\$26,524	\$1,061	\$52,798
SF 45'	67	\$29,558	\$1,838	\$23,900	\$956	\$53,458
SF 50'	85	\$32,842	\$2,042	\$33,155	\$1,326	\$65,997
SF 57'	42	\$37,440	\$2,328	\$37,797	\$1,512	\$75,237
Paired Villas (36' - 39')	122	\$24,632	\$1,532	\$24,866	\$995	\$49,498
<b>Total</b>	<b>391</b>					

Source: PFM Financial Advisors LLC,

**Table 5. Phase 1 - Summary of Annual Assessments**

<u>Land Use</u>	<u>Units</u>	<u>Series 2021A-1 Bonds Principal per Unit (1)</u>	<u>Series 2021A-1 Bonds Principal, all Units</u>	<u>Series 2021A-2 Bonds Principal per Unit</u>	<u>Series 2021A-2 Bonds Principal all Units</u>
SF 40'	75	\$26,274	\$1,970,523	\$26,524	\$1,989,314
SF 45'	67	\$29,558	\$1,980,376	\$23,900	\$1,601,313
SF 50'	85	\$32,842	\$2,791,575	\$33,155	\$2,818,195
SF 57'	42	\$37,440	\$1,572,478	\$37,797	\$1,587,473
PV (36' - 39')	122	\$24,632	\$3,005,048	\$24,866	\$3,033,704
<b>Total</b>	<b>391</b>		<b>\$11,320,000</b>		<b>\$11,030,000</b>

<u>Land Use</u>	<u>Series 2021A-1 Net Annual Assmts</u>	<u>Series 2021A-1 Bonds Net Annual Assmt./ Unit (1)</u>	<u>Series 2021A-2 Bonds Net Annual Assmts</u>	<u>Series 2021A-2 Bonds Net Annual Assmt./ Unit</u>
SF 40'	\$113,948	\$1,519	\$79,573	\$1,061
SF 45'	\$114,518	\$1,709	\$64,053	\$956
SF 50'	\$161,426	\$1,899	\$112,728	\$1,326
SF 57'	\$90,930	\$2,165	\$63,499	\$1,512
PV (36' - 39')	\$173,771	\$1,424	\$121,348	\$995
<b>Total</b>	<b>\$654,593</b>		<b>\$441,200</b>	

<u>Land Use</u>	<u>Total Series 2021A-1 Gross Annual Assmts</u>	<u>Series 2021A-1 Bonds Gross Annual Assmt./ Unit (1)</u>
SF 40'	\$122,525	\$1,633.66
SF 45'	\$123,137	\$1,837.87
SF 50'	\$173,577	\$2,042.08
SF 57'	\$97,775	\$2,327.97
PV (36' - 39')	\$186,850	\$1,531.56
<b>Total</b>	<b>\$703,863</b>	

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



### 3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all the debt being allocated. To preclude this, a test is conducted when development thresholds are reached within the District. If the development at these thresholds does not cause the debt on the remaining land to increase above a debt "Ceiling Level" illustrated in Table 6 below, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The ceiling level of debt is established at the time each series of bonds is issued. For example, the District plans to issue \$22,350,000 in Series 2021A Bonds to fund the Series 2021 Project. According to the Engineer's Report, there are approximately 299.286 gross acres of land within the District. Each of these acres will initially be assigned an equal assessment of the \$22,350,000 in remaining unassigned bond debt assessments. The initial ceiling level of debt for gross acres within the District is \$74,678 per acre ( $\$22,350,000 / 299.286$ ). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District's first bond issuance.

As adopted by the District's Board of Supervisors in the Master Report, a test will be conducted when 25%, 50%, 75%, and 90% of the acreage as the District is developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 6 below illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, if the property owner can demonstrate to the District sufficient future development densities (consistent with the opinion of the District Engineer), a true-up payment may be suspended at the District's discretion.

**Table 6. True- Up Thresholds**

<b>Category</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>90%</b>	<b>100%</b>
Platted Developable Acres	74.8	149.6	224.5	269.4	299.3
Unplatted Developable Acres	224.5	149.6	74.8	29.9	-
Debt Ceiling per Acre	\$74,678	\$74,678	\$74,678	\$74,678	\$74,678

In the event that additional land not currently subject to the assessments required to repay the debt associated with the CIP is developed in such a manner as to receive special benefit from the CIP, it is contemplated that this Supplemental Report will be re-applied to include such new parcels. The additional land, as a result of applying this Supplemental Report, will be allocated an appropriate share of the special assessments, with all previously-assessed parcels receiving a relative adjustment in their assessment levels.



## 4.0 Assessment Roll

Table 7 outlines the bond principal assessment per assessable acre for the District. A description of the District, which will be assessed to secure the repayment of the District's Series 2021A Bonds, is found in Exhibit "A." The assessments shall be paid in not more than thirty (30) annual installments for the Series 2021A Bonds.

**Table 7. Assessment Roll**

<u>Parcel ID Numbers</u>	<u>Assessable Acreage</u>	<u>Bond Principal Assessment</u>	<u>Bond Principal Assessment per Acre</u>	<u>Net Total Bond Annual Assessment</u>	<u>Net Annual Assessment per Acre</u>	<u>Bond Gross Annual Assessment (1)</u>	<u>Bond Gross Annual Assessment per Acre (1)</u>
Exhibit "A"	299.286	\$22,350,000	\$74,678	\$1,095,793	\$3,661	\$1,178,272	\$3,937

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.





**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND LOCATED WITHIN THE DISTRICT\***

\*Source: District Engineer's Report

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 19 EAST; THENCE NORTH 89°21'08" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1,359.38 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 34; THENCE SOUTH 00°01'38" WEST, ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, SOUTH 00°01'38" WEST, A DISTANCE OF 4,490.99 FEET; THENCE NORTH 89°41'24" WEST, A DISTANCE OF 332.66 FEET; THENCE SOUTH 00°01'38" WEST, A DISTANCE OF 556.49 FEET TO THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2006171348 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY, AND THE NORTH RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2004206575 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND THE NORTH-RIGHT-OF-WAY OF BORDER ROAD ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406, RESPECTIVELY, THE FOLLOWING TWENTY-EIGHT (28) COURSES: (1) SOUTH 89°56'02" WEST, A DISTANCE OF 19.93 FEET; (2) SOUTH 35°54'54" WEST, A DISTANCE OF 63.59 FEET; (3) SOUTH 82°00'08" WEST, A DISTANCE OF 62.67 FEET; (4) SOUTH 07°59'52" EAST, A DISTANCE OF 16.34 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 37°00'08" WEST 35.36 FEET; (6) SOUTH 82°00'08" WEST, A DISTANCE OF 46.88 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (7) NORTHWESTERLY 78.40 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°50'09", AND A CHORD BEARING AND DISTANCE OF NORTH 53°04'49" WEST 70.61 FEET; (8) SOUTH 84°46'18" WEST, A DISTANCE OF 33.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (9) SOUTHERLY 45.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 05°11'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 02°37'51" EAST 45.31 FEET; (10) SOUTH 00°02'04" EAST, A DISTANCE OF 20.14 FEET; (11) SOUTH 89°51'20" WEST, A DISTANCE OF 84.15 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (12) NORTHERLY 48.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 12°33'23", AND A CHORD BEARING AND DISTANCE OF NORTH 13°09'08" EAST 48.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (13) NORTHERLY 114.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 37°26'26", AND A CHORD BEARING AND DISTANCE OF NORTH 00°42'37" EAST 112.33 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (14) NORTHERLY 26.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°22'58", AND A CHORD BEARING AND DISTANCE OF NORTH 19°42'05" WEST 26.56 FEET; (15) SOUTH 56°06'22" WEST, A DISTANCE OF 84.65 FEET; (16) SOUTH 67°00'06" WEST, A DISTANCE OF 73.00 FEET; (17) SOUTH 72°29'13" WEST, A DISTANCE OF 128.96 FEET; (18) SOUTH 79°00'06" WEST, A DISTANCE OF 73.00 FEET; (19) NORTH 74°59'54" WEST, A DISTANCE OF 39.68 FEET; (20) SOUTH 81°51'50" WEST, A DISTANCE OF 84.60 FEET TO A POINT ON A CURVE TO THE RIGHT; (21) NORTHWESTERLY 219.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 78°33'26", AND A CHORD BEARING AND DISTANCE OF NORTH 58°51'27"



WEST 202.59 FEET; (22) SOUTH 89°43'52" WEST, A DISTANCE OF 20.00 FEET; (23) SOUTH 00°16'17" EAST, A DISTANCE OF 160.33 FEET; (24) NORTH 89°57'39" WEST, A DISTANCE OF 85.40 FEET; (25) SOUTH 00°16'17" EAST, A DISTANCE OF 2.67 FEET; (26) NORTH 89°40'37" WEST, A DISTANCE OF 199.29 FEET; (27) NORTH 80°13'23" WEST, A DISTANCE OF 304.39 FEET; (28) NORTH 89°44'34" WEST, A DISTANCE OF 325.83 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 75 (STATE ROAD 93) ACCORDING TO SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 17075-2406; THENCE NORTH 35°02'06" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 2,115.98 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2359, PAGE 2069 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE NORTH 54°57'36" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 1,091.03 FEET; THENCE NORTH 00°51'10" WEST, A DISTANCE OF 1,476.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 89°29'31" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 104.65 FEET; THENCE NORTH 00°50'48" WEST, ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 1,327.01 FEET TO THE SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST ACCORDING TO OFFICIAL RECORDS INSTRUMENT #2019041854 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 89°21'29" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 34, A DISTANCE OF 651.20 FEET; THENCE SOUTH 00°50'48" EAST, ALONG A LINE PARALLEL WITH SAID WEST LINE OF SECTION 34, A DISTANCE OF 1,325.49 FEET TO AFORESAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE SOUTH 89°29'31" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 689.08 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34; THENCE NORTH 00°16'17" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1,323.60 FEET TO SAID SOUTH RIGHT-OF-WAY OF LAUREL ROAD EAST; THENCE SOUTH 89°21'08" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, SAME BEING A LINE 12.00 FEET SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 1,359.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 299.286 ACRES.

# **Laurel Road Community Development District**

Consideration of Resolution 2022-07, Bond Delegation Award  
Resolution

Exhibit A: Form of Supplemental Trust Indenture

Exhibit B: Form of Purchase Agreement

Exhibit C: Preliminary Limited Offering Memorandum

Exhibit D: Form of Continuing Disclosure Agreement

## RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$24,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES (THE "SERIES 2021 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2021 BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2021 BONDS AND AWARDED THE SERIES 2021 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2021 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2021 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; APPROVING A NOT TO EXCEED COSTS OF ISSUANCE BUDGET; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE SERIES 2021 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**WHEREAS**, Laurel Road Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2020-13 of the City Council of the City of Venice, Florida, enacted and effective on April 28, 2020; and

**WHEREAS**, the District was created for the purpose of financing and managing the acquisition, construction, installation, maintenance, and operation of community development facilities, services, and improvements within and without the boundaries of the District; and

**WHEREAS**, pursuant to Resolution No. 2021-06 adopted by the Governing Body of the District on December 9, 2020 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$63,780,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under a Master Trust Indenture (the “Master Indenture”) between the District and U.S. Bank National Association, as trustee (the “Trustee”), which Bonds were validated by final judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida on May 18, 2021; and

**WHEREAS**, the District has determined to issue its Laurel Road Community Development District Capital Improvement Revenue Bonds, in one or more series (the “Series 2021 Bonds”), for the purpose, among other things, of financing a portion of the Costs of the acquisition, construction and installation of assessable capital improvements for the District (the “Series 2021 Project”) more particularly described in the Laurel Road Community Development District **[Supplemental Report of District Engineer for Series 2021 Project Infrastructure Improvements dated \_\_\_\_\_, 2021]** (the “Engineer’s Report”); and

**WHEREAS**, the Series 2021 Bonds shall constitute a series of Bonds authorized by the Master Bond Resolution; and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the Series 2021 Bonds and submitted to the Board:

(i) a form of First Supplemental Trust Indenture (“First Supplement”), between the Trustee and the District attached hereto as **Exhibit A**;

(ii) a form of Bond Purchase Contract with respect to the Series 2021 Bonds between MBS Capital Markets, LLC (the “Underwriter”) and the District attached hereto as **Exhibit B** (the “Purchase Contract”), together with the form of disclosure statements attached to the Purchase Contract in accordance with Section 218.385, Florida Statutes;

(iii) a form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the “Preliminary Limited Offering Memorandum”);

(iv) a form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), among the District, Border Road Investments, LLC (the “Developer”), and PFM Group Consulting LLC, as dissemination agent (the “Dissemination Agent”), attached hereto as **Exhibit D**;

(v) a not to exceed Costs of Issuance Budget attached hereto as **Exhibit E**; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Laurel Road Community Development District, as follows:

**Section 1. Authorization, Designation and Principal Amount of the Series 2021 Bonds.** There are hereby authorized and directed to be issued the Series 2021 Bonds, in the aggregate principal amount of not to exceed \$24,000,000, for the purposes, among others, of providing funds for the payment of a portion of the Costs of the Series 2021 Project. The purchase price of the Series 2021 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2021 Bonds as set forth in the Master Trust Indenture between the District and the Trustee, as supplemented by the First Supplement (collectively, the “Indenture”) and the Limited Offering Memorandum (as defined below).

**Section 2. Designation of Attesting Members.** The Chair or the Secretary of the Board of Supervisors (the “Board”) of the District, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as it appears on the Series 2021 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2021 Bonds and in connection with the application of the proceeds thereof.

**Section 3. Details of the Series 2021 Bonds.** The District hereby determines that the Series 2021 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

**Section 4. Trust Indenture.** The District hereby approves and authorizes the execution by the Chair or any Designated Member and the Secretary and the delivery of the First Supplement in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair 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 Supplement, attached hereto.

**Section 5. Appointment of Underwriter; Negotiated Sale.** MBS Capital Markets, LLC is hereby appointed the underwriter of the Series 2021 Bonds (the “Underwriter”). The Series 2021 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 2021 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in

general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2021 Bonds and the institutional market for unrated securities such as the Series 2021 Bonds, it is desirable to sell the Series 2021 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 2021 Bonds, it is in the best interests of the District to sell the Series 2021 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2021 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2021 Bonds are not sold pursuant to a competitive sale.

#### **Section 6. Purchase Contract.**

(i) The District hereby approves the form of the Purchase Contract submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2021 Bonds by the District upon the terms and conditions to be set forth in the Purchase Contract and in compliance with (ii) below. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member are each hereby authorized, acting individually, to execute the Purchase Contract and to deliver the Purchase Contract to the Underwriter. The Purchase Contract shall be in substantially the form of the Purchase Contract attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, will be delivered to the District prior to the execution of the Purchase Contract, a copy of which is attached as an exhibit to the Purchase Contract. Execution by the Chair or a Designated Member of the Purchase Contract shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chair of a written offer to purchase the Series 2021 Bonds by the Underwriter substantially in the form of the Purchase Contract, said offer to provide for, among other things, (A) the issuance of not exceeding \$24,000,000 initial aggregate principal amount of Series 2021 Bonds at an average net interest cost rate of not to exceed the rate 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 Series 2021 Bonds are sold, (B) an underwriter's discount of not more than 2.00% of the par amount of the Series 2021 Bonds exclusive of any original issue discount or premium, and (C) the final maturity of the Series 2021 Bonds shall not be later than May 1, 2053.

**Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum.** The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2021 Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the



Chair 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 2021 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 2021 Bonds. The Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Series 2021 Bonds, the Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair 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 2021 Bonds. The District hereby authorizes the Chair or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions, all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, and to execute a certificate in that regard.

**Section 8. Continuing Disclosure.** The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with the Dissemination Agent and the Developer. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). PFM Group Consulting LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreement.

**Section 9. Appointment of Trustee.** U.S. Bank National Association is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 10. Approval of Costs of Issuance Budget.** The District does hereby approve the not to exceed Costs of Issuance Budget attached hereto as **Exhibit E**.

**Section 11. Open Meetings.** It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board of Supervisors of the District and that all deliberations of the members of the Board of Supervisors of the District which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

**Section 12. Further Official Action; Ratification of Prior and Subsequent Acts.** The Chair, 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 2021 Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with the Developer and any agreements in connection with maintaining the

exclusion of interest on the Series 2021 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 Chair 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 Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2021 Bonds. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2021 Bonds. 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 13. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 14. 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 15. Engineer's Report.** The Board hereby approves of changes to the Engineer's Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Series 2021 Bonds relating to the Series 2021 Project.

**Section 16. Assessment Methodology Report.** The Board authorizes further modifications and supplements to the Assessment Methodology Report previously approved by the Board to conform such report to the marketing and sale of the Series 2021 Bonds.

**Section 17. Ratification of Master Bond Resolution.** Except to the extent hereby modified, the Master Bond Resolution of the District is hereby ratified, confirmed and approved in all respects.

**Section 18. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED** in Public Session of the Board of Supervisors of Laurel Road Community Development District, this 13th day of October, 2021.

[SEAL]

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

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Secretary/Assistant Secretary,  
Board of Supervisors

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Chair,  
Board of Supervisors

**EXHIBIT A**

**FORM OF FIRST SUPPLEMENT**

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**FIRST SUPPLEMENTAL TRUST INDENTURE**

**BETWEEN**

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of November 1, 2021**

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

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**FIRST SUPPLEMENTAL  
TRUST INDENTURE**

**THIS FIRST SUPPLEMENTAL TRUST INDENTURE** (this “First Supplemental Indenture”) is dated as of November 1, 2021, between **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT** (the “District”) and **U.S. BANK NATIONAL ASSOCIATION**, as Trustee (the “Trustee”), a national banking association authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309 Attention: Corporate Trust Department.

**WHEREAS**, pursuant to Resolution No. 2021-06 adopted by the Governing Body of the District on December 9, 2020 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$63,780,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under the Master Trust Indenture dated as of November 1, 2021, between the District and the Trustee (the “Master Indenture”), which Bonds were validated by final judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida on May 18, 2021, the appeal period for which has expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2021-17, on July 14, 2021, providing for the acquisition, construction and installation of assessable capital improvements more particularly described in the Laurel Road Community Development District Amended and Restated Report of District Engineer dated July 1, 2021, prepared by AM Engineering, LLC (the “Capital Improvement Program”), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Program, and the Governing Body of the District duly adopted Resolution No. 2021-21, on September 8, 2021, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property, which Resolution will be supplemented by a supplemental assessment resolution conforming the Series 2021A Assessments (hereinafter defined) to the final pricing of the Series 2021A Bonds (hereinafter defined); and

**WHEREAS**, pursuant to Resolution No. 2022-01, adopted by the Governing Body of the District on October 13, 2021, the District has authorized the issuance, sale and delivery of its \$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A (the “Series 2021A Bonds”), further designated as Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1 (the “Series 2021A-1 Bonds”) and Laurel Road Community Development District Capital Improvement Revenue

Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds") which are issued hereunder as one Series of Bonds under, and as defined in, the Master Indenture, and has reaffirmed the Master Indenture and authorized the execution and delivery of this First Supplemental Indenture to secure the issuance of the Series 2021A Bonds and to set forth the terms of the Series 2021A Bonds; and

**WHEREAS**, the Series 2021A Bonds constitute a Series of Bonds as authorized by the Master Bond Resolution; and

**WHEREAS**, the District will apply the proceeds of the Series 2021A Bonds to: (i) finance a portion of the Cost of the initial phase of the Capital Improvement Program described in the Engineer's Report attached hereto as Exhibit A (the "Series 2021 Project"); (ii) pay certain costs associated with the issuance of the Series 2021A Bonds; (iii) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account to be held jointly for the benefit of all of the Series 2021A Bonds, without privilege or priority of one Series 2021A Bond over another; and (iv) pay the interest to become due on the Series 2021A Bonds on May 1, 2022, and November 1, 2022; and

**WHEREAS**, the Series 2021A Bonds will be payable from and secured by Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2021 Project (the "Series 2021A Assessments"), which, together with the Series 2021A Pledged Funds (hereinafter defined) will comprise the Trust Estate securing the Series 2021A Bonds (the "Series 2021A Trust Estate"), which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

**WHEREAS**, the execution and delivery of the Series 2021A Bonds and of this First Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2021A Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2021A Trust Estate have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2021A Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2021A Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Letter of Credit Agreement or Liquidity Agreement (as defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this First

Supplemental Indenture and in the Series 2021A Bonds: (a) has executed and delivered this First Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues received by the District from the Series 2021A Assessments (the "Series 2021A Pledged Revenues") and the Funds and Accounts (except for the Series 2021A Rebate Account) established hereby (the "Series 2021A Pledged Funds") which shall comprise a part of the Series 2021A Trust Estate;

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

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2021A Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2021A Bond over any other Series 2021A Bond by reason of priority in their issue, sale or execution;

**PROVIDED FURTHER HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2021A Bonds or any Series 2021A Bond of a particular maturity issued, secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2021A Bonds and this First Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this First Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2021A Bonds or any Series 2021A Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

**THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2021A Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended

directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2021A Bonds, as follows:

## ARTICLE I DEFINITIONS

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

*"Assessment Methodology"* shall mean, collectively, the Amended and Restated Master Assessment Methodology dated July 14, 2021, as supplemented by the [Supplemental Assessment Methodology] dated \_\_\_\_\_, 2021.

*"Authorized Denomination"* shall mean, with respect to the Series 2021A Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2021A Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

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

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

*"Capital Improvement Program"* shall mean the program of assessable capital improvements established by the District in the Series 2021A Assessment Proceedings.

*"Collateral Assignment"* shall mean the [Collateral Assignment of Development and Contract Rights], dated as of November \_\_, 2021, by the Developer in favor of the District.

*"Completion Agreement"* shall mean the [Agreement between the District and the Developer Regarding the Completion of Improvements], dated as of November \_\_, 2021.

*"Declaration of Consent"* shall mean the [Declaration of Consent to Jurisdiction of Laurel Road Community Development District and to Imposition of Special Assessments; Lien of Record; and Disclosure of Public Financing of the Laurel Road Community Development District] dated November \_\_, 2021, by the Developer and joined by the District.

*“Delinquent Assessment Interest”* shall mean Series 2021A Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A Assessment Interest has, or would have, become delinquent under State law applicable thereto.

*“Delinquent Assessment Principal”* shall mean Series 2021A Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A Assessment Principal has, or would have, become delinquent under State law applicable thereto.

*“Delinquent Assessments”* shall mean Delinquent Assessment Principal and Delinquent Assessment Interest.

*“Developer”* shall mean Border Road Investments, LLC, a Florida limited liability company.

*“DTC”* shall mean The Depository Trust Company, New York, New York.

*“Interest Payment Date”* shall mean each May 1 and November 1, commencing May 1, 2022.

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

*“On a pro rata basis”* shall mean, (i) with respect to the Series 2021A Bonds, the Outstanding principal amount of each of the Series 2021A-1 Bonds and Series 2021A-2 Bonds, respectively, divided by the total Outstanding principal amount of the Series 2021A Bonds, or (ii) with respect to the Series 2021A-1 Bonds only, the Outstanding principal of each Series 2021A-1 Term Bond divided by the total Outstanding principal amount of the Series 2021A-1 Bonds.

*“Quarterly Redemption Date”* shall mean each February 1, May 1, August 1, and November 1.

*“Series 2021A Assessment Proceedings”* shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2021A Assessments which include Resolution Nos. 2021-17, 2021-18, 2021-21 and 2022-\_\_, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2021A Assessments and the Assessment Methodology as approved thereby.

*“Series 2021A Assessments”* shall mean the Series 2021A-1 Assessments and the Series 2021A-2 Assessments.

*“Series 2021A Reserve Accounts”* shall mean, collectively, the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account.

***“Series 2021A-1 Assessments”*** shall mean the principal and interest of Series 2021A Assessments received by the District which correspond to the principal of and interest on the Series 2021A-1 Bonds.

***“Series 2021A-1 Assessment Interest”*** shall mean the interest on the Series 2021A-1 Assessments which is pledged to the Series 2021A-1 Bonds.

***“Series 2021A-1 Assessment Principal”*** shall mean the principal amount of Series 2021A-1 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2021A-1 Bonds, other than applicable Delinquent Assessment Principal and Series 2021A-1 Prepayment Principal.

***“Series 2021A-1 Assessment Revenues”*** shall mean all revenues received by the District from the Series 2021A-1 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021A-1 Bonds.

***“Series 2021A Pledged Funds”*** shall mean all of the Funds and Accounts created hereby with the Trustee, including the subaccounts therein, other than the Series 2021A Rebate Account in the Rebate Fund.

***“Series 2021A Pledged Revenues”*** shall mean the revenues received by the District from the Series 2021A Assessments.

***“Series 2021A-1 Prepayment Principal”*** shall mean the excess amount of Series 2021A-1 Assessment Principal received by the District over the Series 2021A-1 Assessment Principal included within a Series 2021A-1 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2021A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021A-1 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

***“Series 2021A-1 Reserve Account Requirement”*** shall mean an amount equal to [fifty percent (50%)] of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds as of the time of any such calculation, which on the date of issuance of the Series 2021A-1 Bonds is equal to (\$\_\_\_\_\_).

***“Series 2021A-2 Assessments”*** shall mean the principal and interest of Series 2021A Assessments received by the District which correspond to the principal of and interest on the Series 2021A-2 Bonds.

***“Series 2021A-2 Assessment Interest”*** shall mean the interest on the Series 2021A-2 Assessments which is pledged to the Series 2021A-2 Bonds.

*“Series 2021A-2 Assessment Principal”* shall mean the principal amount of Series 2021A-2 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2021A-2 Bonds, other than applicable Delinquent Assessment Principal and Series 2021A-2 Prepayment Principal.

*“Series 2021A-2 Assessment Revenues”* shall mean all revenues received by the District from the Series 2021A-2 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021A-2 Bonds.

*“Series 2021A-2 Prepayment Principal”* shall mean the excess amount of Series 2021A-2 Assessment Principal received by the District over the Series 2021A-2 Assessment Principal included within a Series 2021A-2 Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2021A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021A-2 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

*“Series 2021A-2 Reserve Account Requirement”* shall mean an amount equal to [fifty percent (50%)] of the maximum annual interest requirement for all Outstanding Series 2021A-2 Bonds as of the time of any such calculation, which on the date of issuance of the Series 2021A-2 Bonds is equal to \$\_\_\_\_\_.

*“Substantially Absorbed”* shall mean the date on which the principal amount of the Series 2021A-1 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2021A-1 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

*“True-Up Agreement”* shall mean the True-Up Agreement, dated as of November \_\_, 2021, between the District and the Developer.

*“Underwriter”* shall mean MBS Capital Markets, LLC.

## ARTICLE II

### AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2021A BONDS

**Section 201. Authorization of Series 2021A Bonds; Separate Series Designations for Certain Limited Purposes; Book-Entry Only Form.** The Series 2021A Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series but designated “\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1” and “\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-2.” The Series 2021A Bonds are for all purposes under the Indenture one and the same Series of Bonds. The Series 2021A Bonds shall be substantially in the forms set forth as Exhibit B to this First Supplemental Indenture. Each

Series 2021A-1 Bond shall bear the designation “2021A-1R” and shall be numbered consecutively from 1 upwards and each Series 2021A-2 Bond shall bear the designation “2021A-2R” and shall be numbered consecutively from 1 upwards.

The Series 2021A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021A Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2021A Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021A Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021A Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2021A Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021A Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021A Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2021A Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2021A Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021A Bond, for the purpose of registering transfers with respect to such Series 2021A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021A Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021A Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words “Cede & Co.” in this First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.



Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2021A Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2021A Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository can be found which is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2021A Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2021A Bonds shall designate, in accordance with the provisions hereof.

**Section 202. Terms.** The Series 2021A Bonds shall be issued as \_\_\_\_\_ (\_\_) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<b><u>Sub-Series</u></b>	<b><u>Principal Amount</u></b>	<b><u>Maturity Date</u></b>	<b><u>Interest Rate</u></b>
2021A-1	\$	May 1, 20__	%
2021A-1	\$	May 1, 20__	
2021A-1	\$	May 1, 20__	
2021A-1	\$	May 1, 20__	
2021A-2	\$	May 1, 20__	

**Section 203. Dating and Interest Accrual.** Each Series 2021A Bond shall be dated November \_\_, 2021. Each Series 2021A Bond also shall bear its date of authentication. Each Series 2021A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2021A Bond has been paid, in which event such Series 2021A Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2021A Bonds, in which event, such Series 2021A Bond shall bear interest from its date. Interest on the Series 2021A Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months.

**Section 204. Denominations.** The Series 2021A Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2021A Bonds shall be delivered to the initial

purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

**Section 205. Paying Agent.** The District appoints the Trustee as Paying Agent for the Series 2021A Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2021A Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2021A Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021A Bonds, all the Series 2021A Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2021A Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this First Supplemental Indenture;
- (c) A customary Bond Counsel opinion;
- (d) The District Counsel opinion required by the Master Indenture;
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021A Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;
- (f) An Engineers' Certificate or Engineers' Certificates which set forth certain matters with respect to the Series 2021 Project;
- (g) A copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (h) Executed copies of the Declaration of Consent, Collateral Assignment, Completion Agreement, and True-Up Agreement.

Payment to the Trustee of \$\_\_\_\_\_ upon the initial issuance of the Series 2021A Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

### **ARTICLE III REDEMPTION OF SERIES 2021A BONDS**

**Section 301. Bonds Subject to Redemption; Notice of Redemption.** The Series 2021A Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this First Supplemental Indenture. Interest on Series 2021A-1 Bonds which

are called for redemption shall be paid on the date of redemption from the Series 2021A-1 Interest Account or Series 2021A Revenue Account to the extent monies in the Series 2021A-1 Interest Account are insufficient for such purpose. Interest on Series 2021A-2 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2021A-2 Interest Account or Series 2021A Revenue Account to the extent monies in the Series 2021A-2 Interest Account are insufficient for such purpose.

Notice of redemption shall be given as provided in the Master Indenture. Notwithstanding the foregoing, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

#### **ARTICLE IV**

##### **DEPOSIT OF SERIES 2021A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

**Section 401. Establishment of Accounts.** There are hereby established, as needed, the following Funds and Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2021A Acquisition and Construction Account; and (ii) a Series 2021A Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2021A Debt Service Account and therein a Series 2021A-1 Sinking Fund Account, a Series 2021A-1 Interest Account, a Series 2021A-1 Capitalized Interest Account, a Series 2021A-2 Principal Account, a Series 2021A-2 Interest Account, and a Series 2021A-2 Capitalized Interest Account; and (ii) a Series 2021A Redemption Account, and, therein a Series 2021A-1 Prepayment Subaccount, a Series 2021A-1 Optional Redemption Subaccount, a Series 2021A-2 Prepayment Subaccount, and a Series 2021A-2 Optional Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2021A-1 Reserve Account and a Series 2021A-2 Reserve Account, which Series 2021A Reserve Accounts shall be jointly held for the benefit of all Series 2021A Bonds, without distinction as to Series 2021A Bonds and without privilege or priority of one Series 2021A Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2021A Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2021A Rebate Account.

**Section 402. Use of Series 2021A Bond Proceeds.** The net proceeds of the sale of the Series 2021A Bonds, in the amount of \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ aggregate principal

amount of Series 2021A Bonds [less/plus] original issue [discount/premium] and less Underwriter's discount in the amount of \$\_\_\_\_\_, shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$\_\_\_\_\_, representing the Series 2021A-1 Reserve Account Requirement at the time of issuance of the Series 2021A Bonds, shall be deposited to the Series 2021A-1 Reserve Account and \$\_\_\_\_\_, representing the Series 2021A-2 Reserve Account Requirement at the time of issuance of the Series 2021A Bonds, shall be deposited to the Series 2021A-2 Reserve Account;

(b) \$\_\_\_\_\_, representing the costs of issuance relating to the Series 2021A Bonds, shall be deposited to the credit of the Series 2021A Costs of Issuance Account;

(c) \$\_\_\_\_\_, representing interest on the Series 2021A-1 Bonds due on May 1, 2022, and November 1, 2022, shall be deposited to the credit of the Series 2021A-1 Capitalized Interest Account and \$\_\_\_\_\_, representing interest on the Series 2021A-2 Bonds due on May 1, 2022, and November 1, 2022, shall be deposited to the credit of the Series 2021A-2 Capitalized Interest Account; and

(d) \$\_\_\_\_\_ shall be deposited to the credit of the Series 2021A Acquisition and Construction Account.

**Section 403. Series 2021A Acquisition and Construction Account, Series 2021A-1 Capitalized Interest Account and Series 2021A-2 Capitalized Interest Account.** (a) Amounts on deposit in the Series 2021A Acquisition and Construction Account shall be applied to pay Costs of the Series 2021 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted hereunder. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021A Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2021 Project which are required to be reserved in the Series 2021A Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited first to the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-2 Bonds until such Series 2021A-2 Bonds are no longer Outstanding and then to the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds in accordance with Section 301 hereof and in the manner

prescribed in the respective forms of Series 2021A Bonds set forth as Exhibit B hereto. After there are no funds therein, the Series 2021A Acquisition and Construction Account shall be closed.

(b) Amounts on deposit in the Series 2021A-1 Capitalized Interest Account shall, until and including November 1, 2022, be transferred into the Series 2021A-1 Interest Account and applied to the payment of interest first coming due on the Series 2021A-1 Bonds, and thereafter transferred into the Series 2021A Acquisition and Construction Account, whereupon the Series 2021A-1 Capitalized Interest Account shall be closed.

(c) Amounts on deposit in the Series 2021A-2 Capitalized Interest Account shall, until and including November 1, 2022, be transferred into the Series 2021A-2 Interest Account and applied to the payment of interest first coming due on the Series 2021A-2 Bonds, and thereafter transferred into the Series 2021A Acquisition and Construction Account, whereupon the Series 2021A-2 Capitalized Interest Account shall be closed.

**Section 404. Costs of Issuance Account.** The amount deposited in the Series 2021A Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2021A Bonds. On the date of issuance of the Series 2021A Bonds costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of: (x) the written direction of an Authorized Officer of the District or (y) three (3) months from the date of issuance of the Series 2021A Bonds, any amounts deposited in the Series 2021A Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2021A Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2021A Costs of Issuance Account shall be closed.

**Section 405. Series 2021A-1 Reserve Account and Series 2021A-2 Reserve Account.** The Series 2021A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-1 Reserve Account Requirement and the Series 2021A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-2 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2021A Reserve Accounts shall be used on a pro rata basis only for the purpose of making payments into the Series 2021A-1 Interest Account, the Series 2021A-1 Sinking Fund Account, the Series 2021A-2 Interest Account and the Series 2021A-2 Principal Account to pay Debt Service on the Series 2021A Bonds, when due, without distinction as to Series 2021A Bonds and without privilege or priority of one Series 2021A Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2021A Reserve Accounts shall consist only of cash and Investment Obligations.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is hereby authorized and directed to recalculate the Series 2021A-1 Reserve

Account Requirement taking into account any Series 2021A-1 Prepayment Principal on deposit in the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account and to transfer any excess on deposit in the Series 2021A-1 Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) hereof) into the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account and apply such excess to the extraordinary mandatory redemption of the Series 2021A-1 Bonds on a pro rata basis.

On the earliest date on which there is on deposit in the Series 2021A-1 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2021A-1 Bonds, together with accrued interest on such Series 2021A-1 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021A-1 Reserve Account into the Series 2021A-1 Prepayment Subaccount in the Series 2021A Redemption Account to pay and redeem all of the Outstanding Series 2021A-1 Bonds on the earliest date permitted for redemption therein and herein.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is hereby authorized and directed to recalculate the Series 2021A-2 Reserve Account Requirement taking into account any Series 2021A-2 Prepayment Principal on deposit in the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account and to transfer any excess on deposit in the Series 2021A-2 Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) hereof) into the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account and apply such excess to the extraordinary mandatory redemption of the Series 2021A-2 Bonds.

On the earliest date on which there is on deposit in the Series 2021A-2 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2021A-2 Bonds, together with accrued interest on such Series 2021A-2 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021A-2 Reserve Account into the Series 2021A-2 Prepayment Subaccount in the Series 2021A-2 Redemption Account to pay and redeem all of the Outstanding Series 2021A-2 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2021A Reserve Accounts shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

**Section 406. Amortization Installments.** (a) The Amortization Installments established for the Series 2021A-1 Bonds shall be as set forth in the form of Series 2021A-1 Bonds attached hereto.

(b) Upon any redemption of Series 2021A-1 Bonds (other than Series 2021A-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2021A-1 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2021A-1 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, and which shall be recalculated by the District, in such manner as shall amortize all the Outstanding Series 2021A-1 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2021A-1 Bonds Amortization Installment.

**Section 407. Tax Covenants and Rebate Account.** The District shall comply with the Tax Regulatory Covenants set forth in the tax certificate of the District issued in connection with the issuance of the Series 2021A Bonds, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Establishment of Series 2021A Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2021A Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this First Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021A Revenue Account the Series 2021A-1 Assessment Revenues and Series 2021A-2 Assessment Revenues other than Series 2021A-1 Prepayment Principal and Series 2021A-2 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the corresponding Prepayment Subaccount in the Series 2021A Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely that unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2021A Pledged Revenues paid to the Trustee shall be deposited into the Series 2021A Revenue Account, and that Series 2021A Pledged Revenues which the District informs the Trustee is Series 2021A-1 Prepayment Principal or Series 2021A-2 Prepayment Principal shall be deposited into the respective Prepayment Subaccount of the Series 2021A Redemption Account.

(c) (i) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date with respect to the Series 2021A-1 Bonds (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on

the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021A Revenue Account for deposit into the Series 2021A-1 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2021A-1 Bonds on the next succeeding Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-1 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-1 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2021A-1 Bonds set forth in the form of Series 2021A-1 Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(ii) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date with respect to the Series 2021A-2 Bonds (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day next preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021A Revenue Account for deposit into the Series 2021A-2 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2021A-2 Bonds on the next succeeding Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-2 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-2 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2021A-2 Bonds set forth in the form of Series 2021A-2 Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer: (i) from the Series 2021A-1 Capitalized Interest Account to the Series 2021A-1 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-1 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2021A-1 Capitalized Interest Account and (ii) from the Series 2021A-2 Capitalized Interest Account to the Series 2021A-2 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-2 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2021A-2 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2021A Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:



**FIRST**, on a pro rata basis, to the Series 2021A-1 Interest Account of the Series 2021A Debt Service Account, an amount equal to the amount of interest payable on all Series 2021A-1 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2021A-1 Capitalized Interest Account in accordance with Sections 403(b) and 408(d) hereof, and less any other amount already on deposit in the Series 2021A-1 Interest Account not previously credited and to the Series 2021A-2 Interest Account of the Series 2021A Debt Service Account, an amount equal to the amount of interest payable on all Series 2021A-2 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2021A-2 Capitalized Interest Account in accordance with Sections 403(c) and 408(d) hereof, and less any other amount already on deposit in the Series 2021A-2 Interest Account not previously credited;

**SECOND**, on a pro rata basis, on May 1, [20\_\_], and each May 1 thereafter, to the Series 2021A-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021A-1 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2021A-1 Sinking Fund Account not previously credited and on May 1, [20\_\_], to the Series 2021A-2 Principal Account the amount, if any, equal to the principal amount of Series 2021A-2 Bonds Outstanding and maturing on such May 1, [20\_\_], less any amounts on deposit in the Series 2021A-2 Principal Account not previously credited;

**THIRD**, on a pro rata basis, to the Series 2021A-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-1 Reserve Account Requirement and to the Series 2021A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-2 Reserve Account Requirement; and

**FOURTH**, the balance shall be retained in the Series 2021A Revenue Account.

On or after each November 2, the Trustee shall first transfer, on a pro rata basis, to the Series 2021A Reserve Accounts the balance on deposit in the Series 2021A Revenue Account on such November 2 until such time as the Series 2021A Reserve Accounts are equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable, and then the balance on deposit in the Series 2021A Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2021A Reserve Accounts in the Reserve Fund shall be equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable,, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any Series 2021A Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021A Revenue

Account to the Series 2021A Rebate Account established for the Series 2021A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021A Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2021A Acquisition and Construction Account, the Series 2021A-1 Interest Account, the Series 2021A-1 Capitalized Interest Account, the Series 2021A-2 Interest Account, and the Series 2021A-2 Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount. Earnings on investments in the Funds and Accounts other than the Series 2021A-1 Reserve Account, the Series 2021A-2 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021A Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021A Reserve Accounts shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A Reserve Accounts as of the most recent date on which amounts on deposit in the Series 2021A Reserve Accounts were valued by the Trustee, and if no withdrawals have been made from the Series 2021A Reserve Accounts since such date which have created a deficiency, then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A-1 Capitalized Interest Account and the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and, thereafter earnings in the Series 2021A Reserve Account shall be allocated to and deposited into the Series 2021A Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2021A Reserve Accounts were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2021A Reserve Accounts and have created such a deficiency, then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A Reserve Accounts until the amounts on deposit therein are equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable, and then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A-1 Capitalized Interest Account and Series 2021A-2 Capitalized Interest Account through November 1, 2022, and, thereafter shall be allocated to and deposited into the Series 2021A Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in either of the Series 2021A Reserve Accounts, prior to the deposit of any earnings in the Series 2021A Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2021A Reserve

Account with a deficiency until the balance on deposit therein is equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable.

## **ARTICLE V CONCERNING THE TRUSTEE**

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

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

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

## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds; Limitation on Parity Assessments.** The District covenants and agrees that so long as there are any Series 2021A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2021A Trust Estate other than Bonds issued to refund the Outstanding Series 2021A Bonds. The District further covenants and agrees that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds.

## **ARTICLE VII MISCELLANEOUS**

**Section 701. Confirmation of Master Indenture.** As supplemented by this First Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this First Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this First Supplemental Indenture and to the Series 2021A Bonds issued hereunder. To

the extent of any conflict between the Master Indenture and this First Supplemental Indenture the terms and provisions hereof shall control.

**Section 702. Continuing Disclosure Agreement.** Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance. The District represents that it has complied with its existing continuing disclosure undertakings, except as described in the prospectus related to the Series 2021A Bonds.

**Section 703. Collection of Assessments.** (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2021A-1 Assessments levied on platted lots and pledged hereunder to secure the Series 2021A Bonds shall be collected pursuant to the "Uniform Method" prescribed by Florida Statutes and Series 2021A-1 Assessments levied on unplatted lots and pledged hereunder to secure the Series 2021A Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(b) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2021A-2 Assessments shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(c) All Series 2021A Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

**Section 704. Foreclosure of Assessment Lien.** Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2021A Assessments and Series 2021A Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2021A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2021A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2021A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the

District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021A Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2021A Bonds within thirty (30) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

**Section 705. Requisite Owners for Direction or Consent.** Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

**Section 706. Owner Direction and Consent with Respect to Series 2021A Acquisition and Construction Account Upon Occurrence of Event of Default.** In accordance with the provisions of the Indenture, the Series 2021A Bonds are payable solely from the Series 2021A Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2021A Pledged Funds includes, without limitation, all amounts on deposit in the Series 2021A Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2021A Bonds, the Series 2021A Pledged Funds may not be used by the District (whether to pay Costs of the Series 2021 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2021 Project and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2021A Bonds, the Series 2021A Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2021 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

**Section 707. Additional Covenant Regarding Assessments.** In addition to, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2021A Assessments, including the Assessment Methodology, and to levy the Series 2021A Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021A Bonds, when due. The Assessment Methodology shall not be amended without prior written consent of the Majority Owners; provided, however, that such consent shall not be required if the District Counsel has issued its written opinion addressed to

each of the District and the Trustee that such amendment does not materially amend the terms of the Assessment Methodology.

**Section 708. Assignment of District's Rights Under Collateral Assignment.** The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2021A Bonds.

**Section 709. Enforcement of True-Up Agreement and Completion Agreement.** The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Laurel Road Community Development District has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

[First Supplemental Trust Indenture]



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

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

[First Supplemental Trust Indenture]

**EXHIBIT A**

**SUPPLEMENT REPORT OF DISTRICT ENGINEER**

**EXHIBIT B**

**FORMS OF SERIES 2021A BONDS**

**[FORM OF SERIES 2021A-1 BONDS]**

No. 2021A-1R-\_\_

\$\_\_\_\_\_

**United States of America**

**State of Florida**

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2021A-1**

**Interest**

**Rate**

\_\_\_\_%

**Maturity**

**Date**

May 1, 20\_\_

**Dated**

**Date**

November \_\_, 2021

**CUSIP**

\_\_\_\_\_

**Registered Owner:** CEDE & CO.

**Principal Amount:** \_\_\_\_\_ **DOLLARS**

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to

the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1" and "\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-2" (collectively, the "Series 2021A Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2021 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of November 1, 2021 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2021A Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021A Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements (the "Series 2021 Project"); (ii) pay certain costs associated with the issuance of the Series 2021A Bonds; (iii) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account for the benefit of all of the Series 2021A Bonds without privilege or priority of one Series 2021A Bond over another; and (iv) pay a portion of the interest to become due on the Series 2021A Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2021A BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS

REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021A TRUST ESTATE PLEDGED TO THE SERIES 2021A BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021A Bonds are equally and ratably secured by the Series 2021A Trust Estate, without preference or priority of one Series 2021A Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021A Bonds as to the lien and pledge of the Series 2021A Trust Estate and the District has further covenanted that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds.

The Series 2021A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2021A Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the

manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-1 Bond maturing May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>
	\$
<div style="text-align: center;">*  <hr style="width: 50%; margin: 0 auto;"/>           * Maturity         </div>	

The Series 2021A-1 Bond maturing May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>
	\$
<div style="text-align: center;">*  <hr style="width: 50%; margin: 0 auto;"/>           * Maturity         </div>	

The Series 2021A-1 Bond maturing May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>	<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>
	\$		\$

\*

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\* Maturity

The Series 2021A-1 Bond maturing May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>	<b>May 1 of the <u>Year</u></b>	<b>Amortization <u>Installment</u></b>
	\$		\$

\*

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\* Maturity

As more particularly set forth in the Indenture, any Series 2021A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2021A-1 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2021A-1 Bonds as set forth in the Supplemental Indenture.

The Series 2021A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner



determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-1 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account; or

(c) from amounts transferred to the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account resulting from a reduction in the Series 2021A-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A-1 Bonds shall be called for redemption, the particular Series 2021A-1 Bonds or portions of Series 2021A-1 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of each redemption of Series 2021A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021A 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 2021A Bonds or such portions thereof on such date, interest on such Series 2021A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021A Bonds as to the Series 2021A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened,

exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Laurel Road Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

(SEAL)

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

#### **CERTIFICATE OF AUTHENTICATION**

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

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

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

Date of Authentication:

November \_\_, 2021

#### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida rendered on May 18, 2021.

By: \_\_\_\_\_  
Chair, Board of Supervisors

## **ABBREVIATIONS FOR SERIES 2021A-1 BONDS**

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under Uniform  
Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

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

## **ASSIGNMENT FOR SERIES 2021A-1 BONDS**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ within Bond and all rights thereunder, and hereby irrevocably  
constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond  
on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

[FORM OF SERIES 2021A-2 BOND]

No. 2021A-2R-\_\_

\$\_\_\_\_\_

United States of America

State of Florida

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2021A-2

Interest

Maturity

Dated

Rate

Date

Date

CUSIP

\_\_\_\_%

May 1, 20\_\_

November \_\_, 2021

\_\_\_\_\_

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S.

Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1" and "\$\_\_\_\_\_ Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-2" (collectively, the "Series 2021A Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2021 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of November 1, 2021 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2021A Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021A Bonds to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements (the "Series 2021 Project"); (ii) pay certain costs associated with the issuance of the Series 2021A Bonds; (iii) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account for the benefit of all of the Series 2021A Bonds without privilege or priority of one Series 2021A Bond over another; and (iv) pay a portion of the interest to become due on the Series 2021A Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2021A BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS SHALL BE PAYABLE

SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021A TRUST ESTATE PLEDGED TO THE SERIES 2021A BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021A Bonds are equally and ratably secured by the Series 2021A Trust Estate, without preference or priority of one Series 2021A Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021A Bonds as to the lien and pledge of the Series 2021A Trust Estate and the District has further covenanted that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds.

The Series 2021A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2021A Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an



equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021A-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021A-2 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-2 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account; or

(c) from amounts transferred to the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account resulting from a reduction in the Series 2021A-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A-2 Bonds shall be called for redemption, the particular Series 2021A-2 Bonds or portions of Series 2021A-2 Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of each redemption of Series 2021A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021A 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 2021A Bonds or such portions thereof on such date, interest on such Series 2021A Bonds or such portions thereof so

called for redemption shall cease to accrue, such Series 2021A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021A Bonds as to the Series 2021A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Laurel Road Community Development District has caused this Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

(SEAL)

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

#### **CERTIFICATE OF AUTHENTICATION**

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

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

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

Date of Authentication:

November \_\_, 2021

#### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida rendered on May 18, 2021.

By: \_\_\_\_\_  
Chair, Board of Supervisors

## **ABBREVIATIONS FOR SERIES 2021A-2 BONDS**

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under Uniform  
Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

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

## **ASSIGNMENT FOR SERIES 2021A-2 BONDS**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_ within Bond and all rights thereunder, and hereby irrevocably  
constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond  
on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

**EXHIBIT B**

**FORM OF PURCHASE CONTRACT**

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(City of Venice, Florida)**

**[\$A-1 Amount] Capital Improvement  
Revenue Bonds, Series 2021A-1**

**[\$A-2 Amount] Capital Improvement  
Revenue Bonds, Series 2021A-2**

**BOND PURCHASE CONTRACT**

[BPA Date]

Board of Supervisors  
Laurel Road Community  
Development District  
City of Venice, Florida

Dear Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Laurel Road Community Development District (the "District"). The District is located within the City of Venice, Florida (the "City"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 p.m. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum or the Indenture (each 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 Statement 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 [\$A-1 Amount] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its [\$A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Bonds"). The 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 Bonds shall be \$[PP] (representing the \$[Bond Amount].00 aggregate principal amount of the Bonds less an underwriter's discount of \$[UD] and [less/plus] a [net] original issue [discount/premium] of \$[OID/OIP]). Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

**2. The Bonds.** The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), organized and existing under the provisions of Chapter 190, Florida Statutes (the "Act"), and other applicable provisions of law. The Bonds are being issued pursuant to the Act and secured pursuant to

the provisions of a Master Trust Indenture, dated as of December 1, 2021 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2021 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and Resolution Nos. 2021-06 and 2022-01 adopted by the Board on December 21, 2020 and November [18], 2021, respectively (collectively, the "Bond Resolution").

The Series 2021A Assessments have been levied by the District on certain lands in the District which are those lands specially benefited by the Series 2021 Project pursuant to the Assessment Proceedings.

**3. Limited Offering; Establishment of Issue Price.** The Underwriter intends to offer and sell the Bonds only to accredited investors within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder at prices not in excess of or yields not lower than the public offering prices or yields set forth on the cover page of the Limited Offering Memorandum (as hereinafter defined). However, subject to the provisions of this Section, the Underwriter may subsequently change such offering prices without any requirement of prior notice. It shall be a condition to the District's obligation to issue, sell and deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the 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 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (hereinafter defined) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), 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, if any, of the Bonds 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 Bonds, the Underwriter will neither offer nor sell unsold 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 (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

- (1) "public" means any person other than an underwriter or a related party;
- (2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- (3) "sale date" means the date this Purchase Contract is executed by all parties.

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter its Preliminary Limited Offering Memorandum, dated [PLOM Date] (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively referred to as the "Preliminary Limited Offering Memorandum"), relating to the Bonds,

which the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") in connection with the limited public offering of the 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 Underwriter to circulate and use the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The District, at its expense, shall deliver or cause to be delivered to the Underwriter, within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date and in sufficient time to allow the Underwriter to comply with all of the requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum, dated the date hereof (such Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively referred to as the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

**5. Definitions.** For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement, dated as of the Closing Date, among the District, Vistera Associates, LLC, a Florida limited liability company (the "Developer"), Border Road Investments, LLC, a Florida limited liability company (together with the Developer, the "Landowners") and PFM Group Consulting LLC, a Delaware limited liability company (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as an appendix 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 [Completion Agreement] between the District and the Developer, dated as of the Closing Date (the "Completion Agreement"), the [Acquisition Agreement] between the District and the Landowners, dated as of the Closing Date (the "Acquisition Agreement"), the [Collateral Assignment] between the District and the Landowners, dated as of the Closing Date (the "Collateral Assignment"), the [True-Up Agreement] between the District and the Landowners, dated as of the Closing Date (the "True-Up Agreement") and the [Declaration of Consent] executed by the Landowners, dated as of the Closing Date (the "Declaration of Consent"), 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 local 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 (1) adopt the Bond Resolution and the Assessment Proceedings, (2) enter into the Financing Documents and Ancillary Agreements to which it is a party, (3) sell, issue and deliver the Bonds to the Underwriter as provided herein, (4) apply the proceeds of the sale of the Bonds for the

purposes described in the Limited Offering Memoranda, (5) acknowledge and authorize the use of the Limited Offering Memoranda, and (6) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Proceedings, the Financing Documents, the Ancillary Agreements to which it is a party, and the Limited Offering Memoranda, including without limitation entering into an agreement with the Property Appraiser and Tax Collector to provide for the collection of the Series 2021A Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Proceedings, the Financing Documents and the Ancillary Agreements to which it is a party;

(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 Proceedings, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has (1) duly authorized and approved the use and delivery of the Limited Offering Memoranda and the execution and delivery of the Financing Documents and the Ancillary Agreements to which it is a party, and (2) duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents and the Ancillary Agreements to which it is a party and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the 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 to which it is a party will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument, and the execution and delivery of the Financing Documents, the Ancillary Agreements to which it is a party, the delivery of the Limited Offering Memoranda, and the adoption of the Bond Resolution and the Assessment Proceedings, 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, use 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 Proceedings, the 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 Financing Documents or the Ancillary Agreements to which the District is a party;

(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 (1) are required for the due authorization by the District, or (2) 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 Bonds, or under the Bond Resolution, the Assessment Proceedings, the 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 Bonds as to which no representation is made;

(f) The descriptions of the Financing Documents, the Ancillary Agreements to which the District is a party and the Series 2021 Project, to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Financing Documents, such Ancillary Agreements and the Series 2021 Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of the Series 2021A Trust Estate. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) 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 (1) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 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 2021A Assessments or the pledge of the Series 2021A Trust Estate pursuant to the Indenture, (3) 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 Bonds, or the authorization of the Series 2021 Project, the Bond Resolution, the Assessment Proceedings, the Financing Documents and the Ancillary Agreements to which the District

is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda, (4) contesting the federal tax status of the Bonds, or (5) 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 (1) qualify the 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 (2) determine the eligibility of the 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 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 (l) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in 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 "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2021A BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowners," "CONTINUING DISCLOSURE – Landowners Continuing Compliance" and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (l) 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 not contain any untrue statement of a material fact or 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; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2021A BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowners," "CONTINUING DISCLOSURE – Landowners Continuing Compliance" and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (1) ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12, or (2) 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 made therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

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

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

(o) Except as disclosed in the Limited Offering Memoranda, the District has materially complied with all prior continuing disclosure obligations, if any, in accordance with the continuing disclosure requirements of Rule 15c2-12;

(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 Bonds), notes or other obligations payable from the Series 2021A Trust Estate.

**7. Closing.** At 10:00 a.m. prevailing time on [Closing Date] (the "Closing Date"), or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Bonds in definitive book-entry 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 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the 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 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry form,

with one bond for each maturity of each series, 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, 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 are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Proceedings, 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 Proceedings, 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 in writing 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;

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

(3) An executed copy of each of the Financing Documents and the 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 Bryant Miller Olive P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as an appendix, 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 District and the Underwriter, of Bryant Miller Olive P.A., Bond Counsel, in the form attached hereto as Exhibit C;

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Vogler Ashton, PLLC, counsel to the District, in the form attached hereto as Exhibit D or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Vogler Ashton, PLLC, counsel to the Landowners in the form attached hereto as Exhibit E or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

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

(9) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee;

(10) Certificate of the Landowners, dated as of the Closing Date in the form attached hereto as Exhibit F or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(11) A certificate, dated as of the Closing Date, signed by the Chairman 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 Memoranda, 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 2021A Assessments as described in the Indenture, and (v) the Limited Offering Memoranda (other than the information under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2021A BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowners," "CONTINUING DISCLOSURE – Landowners Continuing Compliance" and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the Closing Date, does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading;



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

(13) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes and Section 215.84, Florida Statutes;

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

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

(16) Certificate of the District Engineer, dated as of the Closing Date, in the form attached hereto as Exhibit G or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(17) Certificate of the District Manager and Dissemination Agent in the form attached hereto as Exhibit H or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(18) Certificate of the Financial Advisor in the form attached hereto as Exhibit I or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

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

(20) A certified copy of the final judgment of the Circuit Court in and for Sarasota County, Florida (the "County"), validating the Bonds and a certificate of no-appeal;

(21) Copies of the Amended and Restated Master Assessment Methodology, dated July 2021, and Supplemental Assessment Methodology Report, Series 2021A Bonds, dated on or about the date hereof;

(22) Copies of the Amended and Restated Report of District Engineer, dated July 1, 2021, and the Supplemental Report of District Engineer, dated [October 10], 2021;

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

(24) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to

the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Landowners 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 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 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 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing, (a) 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, 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 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, materially and adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds, (b) the District or the Landowners have, 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 Landowners, other than in the ordinary course of its business, (c) 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 made therein, in light of the circumstances under which they were made, not misleading, or (d) the District fails to perform any action to be performed by it in connection with the levy of the Series 2021A 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 (1) the cost of the preparation and distribution of the Indenture, (2) 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, (3) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds, (4) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the Financial Advisor, the District Engineer, and any other experts or consultants retained by the District, and (5) the cost of recording in the Official Records of 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. The District shall record all documents required to be provided in recordable form hereunder within one (1) business day after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising and applicable regulatory expenses in connection with the Bonds.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection with such transaction and with the discussions, undertakings and procedures 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 fiduciary of the District, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising or providing other services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Purchase Contract, (d) the Underwriter has financial and other interests that differ from those of the District, (e) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds, and (f) 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 PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, 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 MBS Capital

Markets, LLC, 3414 W. Bay to Bay Boulevard, Unit #3, Tampa, Florida 33629, Attention: Edwin M. Bulleit.

**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, with the understanding that all such are made as of the date hereof, shall remain operative and in full force and effect and survive the Closing, regardless of (a) any investigations made by or on behalf of the Underwriter or (b) delivery of and payment for the 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.

[Remainder of Page Intentionally Left Blank]

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

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Edwin M. Bulleit, Managing Partner

Accepted and agreed to this \_\_\_\_ day of [November], 2021

**LAUREL ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Pete Williams, Chairman,  
Board of Supervisors

**EXHIBIT A**

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(City of Venice, Florida)**

**[\$A-1 Amount] Capital Improvement  
Revenue Bonds, Series 2021A-1**

**[\$A-2 Amount] Capital Improvement  
Revenue Bonds, Series 2021A-2**

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

[BPA Date]

Laurel Road Community  
Development District  
City of Venice, Florida

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and with respect to the issuance of the above referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract, dated [BPA Date] (the "Purchase Contract") between the Underwriter and Laurel Road Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Contract for the Bonds is \$[\_\_\_\_\_] ([\_] % of the principal amount of the Bonds).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds is \$[\_\_\_\_\_]. An itemization of these expenses is attached hereto as Schedule I.

(c) 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 Bonds.

(d) The components of the Underwriter's discount for the Bonds are as follows:

	Per \$1,000
Management Fee	_____
Takedown	_____
Expenses	_____

(e) Nabors, Giblin & Nickerson, P.A. has been retained by the Underwriter as its Counsel and in connection with such representation is being paid a fee of \$[\_\_\_\_\_] by the District. There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter or on behalf of the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC  
3414 W. Bay to Bay Boulevard, Unit #3  
Tampa, Florida 33629

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

The District is proposing to issue \$[Bond Amount] aggregate principal amount of the Bonds for the purpose of providing moneys to (a) finance a portion of the Cost of the initial phase of the CIP, (b) pay certain costs associated with the issuance of the Bonds, (c) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account to be held jointly for the benefit of all of the Bonds, without privilege or priority of one Bond over another, and (d) pay the interest to become due on the Bonds on May 1, 2022 and November 1, 2022.

The Series 2021A-1 Bonds are expected to be repaid over a period of approximately [ ] years. At a net interest cost of approximately [ ]% for the Series 2021A-1 Bonds, total interest paid over the life of the Series 2021A-1 Bonds will be \$[ ].

The Series 2021A-2 Bonds are expected to be repaid over a period of approximately [ ] years. At a net interest cost of approximately [ ]% for the Series 2021A-2 Bonds, total interest paid over the life of the Series 2021A-2 Bonds will be \$[ ].

The sources of repayment for the Bonds are the Series 2021A Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Bonds will result in an average of approximately \$[ ] of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2021A Assessments in the amount of the principal of and interest to be paid on the Bonds.

[Remainder of Page Intentionally Left Blank]

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Edwin M. Bulleit, Managing Partner



## **SCHEDULE I**

### **ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER**

Travel Expenses

Communication

Day Loan

Clearance & Settlement Charges

CUSIP / DTC

Contingency

**Total**

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## EXHIBIT B

### TERMS OF BONDS

The purchase price for the Bonds shall be \$[PP] (representing the \$[Bond Amount].00 aggregate principal amount of the Bonds less an Underwriter's discount of \$[UD] and [less/plus] a [net] original issue [discount/premium] of \$[OID/OIP]).

Number	Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP <sup>†</sup>
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\* Represents maturity for which 10% test has been met as of sale date.

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

### REDEMPTION PROVISIONS

*Optional Redemption.* The Series 2021A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[\_\_], at the Redemption Price of the principal amount of the Series 2021A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[\_\_], at the Redemption Price of the principal amount of the Series 2021A-2 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

*Mandatory Sinking Fund Redemption.* The Series 2021A-1 Bond maturing May 1, 20[\_\_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20[\_\_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture

in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20[\_\_\_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
------------------------------	-------------------------------------	------------------------------	-------------------------------------

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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20[\_\_\_], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
------------------------------	-------------------------------------	------------------------------	-------------------------------------

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\* Final maturity

As more particularly set forth in the Indenture, any Series 2021A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the

applicable Amortization Installment of Series 2021A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the First Supplemental Indenture, as the result of the redemption of Series 2021A-1 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2021A-1 Bonds as set forth in the First Supplemental Indenture.

The Series 2021A-2 Bonds are not subject to mandatory sinking fund redemption.

*Extraordinary Mandatory Redemption.* The Series 2021A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account to the Series 2021A-1 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-1 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-1 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2021A-1 Prepayment Subaccount resulting from a reduction in the Series 2021A-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-1 Bonds then Outstanding, including accrued interest thereon.

The Series 2021A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account to the Series 2021A-2 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-2 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-2 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2021A-2 Prepayment Subaccount resulting from a reduction in the Series 2021A-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A Bonds of a Series shall be called for redemption, the particular Series 2021A Bonds of such Series or portions of Series 2021A Bonds of such Series to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

**EXHIBIT C**

**FORM OF BOND COUNSEL'S SUPPLEMENTAL OPINION**

[Closing Date]

Laurel Road Community Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF VENICE, FLORIDA)**

**[\$[A-1 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-1**

**[\$[A-2 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-2**

Ladies and Gentlemen:

We have served as Bond Counsel to the Laurel Road Community Development District (the "Issuer") in connection with the issuance by the Issuer of its \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021A Bonds"), pursuant to and under the authority of the Constitution and the laws of the State of Florida, particularly the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), Ordinance No. 2020-13, enacted by the City Council of the City of Venice, Florida, on April 28, 2020, and Resolution No. 2021-06 adopted by the Board of Supervisors of the Issuer (the "Board") on December 21, 2020, as supplemented and amended by Resolution No. 2022-01 adopted by the Board on November [18], 2021 (collectively, the "Resolution"). The Series 2021A Bonds are being further issued under and are secured by a Master Trust Indenture dated as of December 1, 2021 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2021 (the "First Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank National Association, as trustee.

All terms used herein in capitalized form and not otherwise defined herein shall have the same meanings as ascribed to them in the Indenture.

The opinions expressed herein are supplemental to and are subject to all qualifications, assumptions, limitations, caveats and reliances contained in our bond counsel opinion rendered to the Issuer as of the date hereof pertaining to the Series 2021A Bonds (the "Bond Counsel Opinion"). MBS Capital Markets, LLC may rely on the Bond

Counsel Opinion as though the Bond Counsel Opinion were addressed to MBS Capital Markets, LLC.

(1) We have reviewed the statements contained in the Limited Offering Memorandum under the sections "DESCRIPTION OF THE SERIES 2021A BONDS" (except for the information contained in the subsection captioned thereunder "Book-Entry Only System" as to which no opinion is expressed), and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS" (except for the information in the subsections captioned "Agreement for Assignment of Development Rights," "Completion Agreement" and "True-Up Agreement," as to which no opinion is being expressed) and believe that insofar as such statements purport to summarize certain provisions of the Indenture and the Series 2021A Bonds, such statements are accurate summaries of the provisions purported to be summarized. We have also reviewed the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believe that such information is accurate.

Other than as set forth above, we express no opinion with respect to the accuracy, completeness, fairness or sufficiency of the Limited Offering Memorandum, the statistical or financial data contained therein, or any exhibit or attachments thereto or with respect to DTC and its book-entry system.

(2) The Series 2021A Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

This opinion letter may be relied upon by you only and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent. The delivery of this letter to a non-client does not create an attorney-client relationship.

The opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

**EXHIBIT D**

**FORM OF DISTRICT COUNSEL OPINION**

[Closing Date]

Laurel Road Community Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

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

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF VENICE, FLORIDA)**

**[\$[A-1 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-1**

**[\$[A-2 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-2**

Ladies and Gentlemen:

We serve as District Counsel to the Laurel Road Community Development District, (the "District"), a community development district and an independent special district established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and together with the Series 2021A-1 Bonds, the "Series 2021A Bonds") pursuant to and under the authority of the Constitution and the laws of the State of Florida, particularly the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), Ordinance No. 2020-13 of the City Council of the City of Venice, Florida, enacted and effective on April 28, 2020, and Resolution No. 2021-06 adopted by the Board of Supervisors of the District (the "Board") on December 21, 2020, as supplemented and amended by Resolution No. 2022-01 adopted by the Board on November [18], 2021 (collectively, the "Bond Resolution"). The Series 2021A Bonds are being further issued under and are secured by a Master Trust Indenture, dated as of December 1, 2021 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2021 (the "First Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank National Association, as trustee.

Unless otherwise expressly defined herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Contract dated [BPA Date]



(the "Bond Purchase Contract"), between the District and MBS Capital Markets, LLC (the "Underwriter").

In our capacity as counsel to the District, we have examined such documents and have made such examination of the law as we have deemed necessary or appropriate in rendering the opinions set forth below including the Bond Resolution, the Laurel Road Community Development District Supplemental Report of District Engineer, dated [October 10], 2021, and approved by the District on [\_\_\_\_], 2021, outlining the capital improvement project to be funded by the Series 2021A Bonds (the "Series 2021 Project"), the Supplemental Assessment Methodology Report, Series 2021A Bonds, dated [\_\_\_\_] 2021, prepared on [\_\_\_\_], 2021, and approved by the District on [\_\_\_\_], 2021, and Resolutions 2022-04, 2022-05, 2022-06, and 2022-\_\_\_ all adopted as part of the Assessment Proceedings (collectively, the "Assessment Resolutions" or "Series 2021A Assessments"), the opinions of counsel to the Trustee, Bond Counsel, and the Landowners, the Final Judgment validating the District's bonds and corresponding Certificate of No Appeal, certain certifications by the District, District Engineer, District Manager, District Financial Advisor, Landowners and 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 Manager, the District Financial Advisor, the Underwriter, Bond Counsel, counsel to the Underwriter, and the District Engineer relative to the Limited Offering Memorandum and the related documents described below.

The opinions set forth in this letter to the extent qualified by the fact that they are "to the best of our knowledge", with such words signifying 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. Unless expressly stated herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District. Based on the foregoing, and to the best of our knowledge, we are of the opinion that:

1. Under the Constitution and laws of the State of Florida, the District has been duly established and validly exists as a community development district with such powers as set forth in the Act to, among other things, finance, acquire and construct the Series 2021 Project, provide funds therefore through the issuance of the Series 2021A Bonds, to assess, levy and collect the Series 2021A Assessments, to secure the Series 2021A Bonds as provided in the Indenture and perform under the terms and conditions of the Indenture, the DTC Letter of Representations, the Bond Purchase Contract, the Continuing Disclosure Agreement, the Acquisition Agreement, the True-Up Agreement, the Completion Agreement, and the Collateral Assignment and Assumption of Development and Contract Rights Relating to Laurel Road Community Development District (collectively, the "Financing Documents").

2. The District has authority to (a) adopt the Bond Resolution authorizing the issuance of the Series 2021A Bonds and the execution and delivery of the Bond Purchase Contract and the Indenture, and to adopt the Assessment Resolutions, (b) execute, deliver

and perform its obligations under the Series 2021A Bonds, the Assessment Resolutions, and the Financing Documents, and (c) consummate the transactions contemplated by the Series 2021A Bonds and the Financing Documents, and the District has complied with all provisions of applicable law in all matters relating to such transactions required to date.

3. The District has duly authorized the execution, delivery and lawful distribution by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and has duly ratified or authorized the use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the sale of the Series 2021A Bonds.

4. The District has duly authorized all necessary action to be taken by it for: (a) the issuance and sale of the Series 2021A Bonds upon the terms set forth in the Bond Purchase Contract and the Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Bond Purchase Contract by the Chairman or Vice Chairperson of the Board of Supervisors; (c) the execution, delivery and receipt of the Series 2021A Bonds and the Financing Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Indenture, the Series 2021A Bonds, the Assessment Resolutions and the Bond Resolution; and (d) levying and collection of the Series 2021A Assessments as described in the Limited Offering Memorandum. Assuming the due authorization execution and delivery of such documents by any other parties thereto, the Series 2021A Bonds and the Financing Documents constitute legal, valid and binding obligations of the District enforceable in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors rights generally and general principles of equity).

5. All proceedings undertaken by the District with respect to the Series 2021A Assessments have been in accordance with applicable Florida law, and the District has duly adopted the Assessment Resolutions. The District has full legal authority to allocate, levy, collect and enforce the Series 2021A Assessments as set forth in the Limited Offering Memorandum. The Assessment Resolutions have not been repealed and are in full force and effect. The Series 2021A Assessments are legal, valid and binding liens upon the property against which the Series 2021A Assessments are made, coequal with the lien of all state, county, municipal and school board taxes, superior in dignity to all other liens, titles and claims against said property, until paid.

6. The Bond Resolution is in full force and has been duly adopted, executed and delivered by the District.

7. The adoption of the Bond Resolution and Assessment Resolutions, the delivery of the Preliminary Limited Offering Memorandum by the District and the execution and delivery of the Limited Offering Memorandum and the authorization of the distribution thereof by the Underwriter, the execution and delivery by the District of the Series 2021A Bonds, the Financing Documents, and the consummation of the transactions described in all of the foregoing instruments, did not at the time of such adoption, authorization, execution, delivery or distribution, and do not on the date hereof conflict with or constitute on the part of the District a breach or violation of the terms and

provisions of, or constitute a default under, (a) any existing constitution, laws, court or administrative rule or regulation, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force on the date hereof, or (b) any existing agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are bound, and will not result in the creation or imposition of any encumbrance upon any of the properties or assets of the District, other than those contemplated by the Indenture.

8. Based upon actual inquiry of the District Manager, which is also the District's Registered Agent, and the fact that we, as counsel, have not been served with any complaint, notice or advisory, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending, or to the best of our knowledge, threatened against the District (a) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2021A Bonds or the application of the proceeds thereof, (b) contesting or affecting the authority for the Series 2021A Assessments or the actions of the District assessing, levying and imposing the Series 2021A Assessments or the issuance of the Series 2021A Bonds or the validity or enforceability of the Series 2021A Bonds, the Series 2021A Assessments, the Financing Documents, or the transactions contemplated thereunder, (c) contesting the establishment or existence of the District or the Board or the titles of any of its Supervisors, officers or employees, or contesting any of the powers of the District, including its power to enter into the Financing Documents, or its power to determine, assess, levy, pledge and collect the Series 2021A Assessments, or (d) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

9. The District is not in default under the terms and provisions of the Indenture or any of the other documents referred to in paragraph 7 hereof. In addition, to the best of our knowledge after limited inquiry, the District is not in default under any other agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are or may be bound, which default would have a material adverse effect on the condition of the District, financial or otherwise. To the best of our knowledge, the District is not in violation of any material provision of the Act, constitution, statute or administrative regulation of the State or United States.

10. To the best of our knowledge and in reliance on certificates by the Landowners and the District Engineer, all permits, consents or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Limited Offering Memorandum and contemplated by the Indenture required to be obtained or made have been obtained or made or there is no reason to believe they will not be obtained or made when required in due course; provided, however, that no opinion is expressed regarding the status of any land use or environmental permit, license or other similar governmental regulatory approval or as to the applicability of state Blue Sky laws.

11. Based upon our representation of the District and our participation in the review of the Limited Offering Memorandum, we have no reason to believe that the statements and information contained in the Limited Offering Memorandum under the subcaptions "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021A BONDS –

Agreement for Assignment of Development Rights," "- Completion Agreement" and "- True-Up Agreement," and the captions (including all subheadings thereunder) "THE DISTRICT," "LITIGATION – District," "VALIDATION," and "CONTINUING DISCLOSURE" (only as it describes the District's obligations under the Continuing Disclosure Agreement) are not true and accurate and that the Limited Offering Memorandum as of its date did not, and as of the date of hereof does not, contain any untrue statement of a material fact or 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; provided, however, that we have not undertaken to determine independently the accuracy or completeness of the statements contained therein. The statements contained in the Limited Offering Memorandum under the caption "ENFORCEMENT OF ASSESSMENT COLLECTIONS" are a fair and accurate summary of the law in existence as of the date hereof.

12. The Series 2021A Bonds have been validated by a final judgment of the Circuit Court in and for Sarasota County, Florida, of which no timely appeal was filed.

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.

The opinions herein are rendered as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein. This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities without our prior written consent.

The opinions or statements expressed above are based solely on the laws of Florida and the United States of America. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or 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.

Sincerely,

**Vogler Ashton, PLLC**

**EXHIBIT E**  
**FORM OF LANDOWNERS' COUNSEL OPINION**

[Closing Date]

Laurel Road Community Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

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

LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(CITY OF VENICE, FLORIDA)

\$[A-1 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-1

\$[A-2 AMOUNT]  
CAPITAL IMPROVEMENT  
REVENUE BONDS,  
SERIES 2021A-2

Ladies and Gentlemen:

We have served as counsel to Vistera Associates, LLC, a Florida limited liability company and Border Road Investments, LLC, a Florida limited liability company (together, the "Landowners") in connection with the issuance by the Laurel Road Community Development District (the "District"), of its \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021A Bonds"), as described in the District's Limited Offering Memorandum dated [BPA Date] (together with all Appendices attached thereto, the "Limited Offering Memorandum").

Unless otherwise expressly defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Limited Offering Memorandum and the Bond Purchase Contract, dated [BPA Date] (the "Bond Purchase Contract"), between the District and MBS Capital Markets, LLC (the "Underwriter"). The opinions rendered herein are given with our client's permission.

Based on the foregoing, and subject to the qualifications and limitations stated or referenced herein, we are of the opinion that:

1. Each of the Landowners is a duly organized Florida limited liability company, authorized to transact business in the State of Florida.

2. The Landowners each have all requisite power and authority to conduct its businesses as described in the Limited Offering Memorandum including the development of the Development.

3. There has been no action taken by or omitted by the Landowners that impairs the District's contemplated transactions with respect to the Series 2021A Bonds, including: (a) the issuance and sale of the Series 2021A Bonds upon the terms set forth in the Bond Purchase Contract and in the Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the Capital Improvement Plan; and (d) the Master Trust Indenture, dated as of December 1, 2021 (the "Master Indenture"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2021 (the "First Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as trustee, the Acquisition Agreement, the True-Up Agreement, the Completion Agreement, the Collateral Assignment and Assumption of Development and Contract Rights Relating to Laurel Road Community Development District, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture in connection with the issuance and sale of the Series 2021A Bonds (collectively, the "Landowner Documents").

4. The levy of the Series 2021A Assessments (as defined in the Limited Offering Memorandum) and the consummation of the transactions applicable to the Landowners described in the Limited Offering Memorandum does not on the date hereof and will not conflict with or constitute on the part of the Landowners, a breach or violation of the terms and provisions of, or constitute a default under any existing agreement, indenture or other instrument, to which the Landowners are subject or by which the Landowners' properties or assets are or may be bound.

5. The Landowners are not in default under any mortgage, trust indenture, lease or other instrument to which they are subject or by which the respective properties or assets of the Landowners is or may be bound, which would have a material adverse effect on the Series 2021A Bonds or the Development.

6. The Landowners have 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 Landowners have not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to our knowledge, threatened against the Landowners (a) seeking to restrain or enjoin the issuance or delivery of the Series 2021A Bonds or the application of the proceeds thereof or the levy or collection of the Series 2021A Assessments on that portion of the land in the District that is owned by the Landowners,

(b) contesting or affecting the authority for the issuance of the Series 2021A Bonds or the validity or enforceability of the Landowner Documents or the transactions contemplated thereunder to which the Landowners are a party, (c) contesting or affecting the establishment or existence of the Landowners or their powers, including the Landowners' power to develop the Development in accordance with the description thereof in the Limited Offering Memorandum and to fulfill its respective obligations under the Landowner Documents, or (d) that would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum and the Consulting Engineers' Report annexed thereto.

8. The execution, delivery and performance by the Landowners of the Landowner Documents are within the powers of the Landowners, and the Landowner Documents have been duly authorized by all required entity action of the Landowners. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Landowner Documents constitute legal, valid and binding obligations of the Landowners, enforceable in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors, rights generally and general principles of equity).

9. To our knowledge, the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the information under the captions "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPER" and "LITIGATION – Landowners" is true and correct in all material respects and contains no untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

10. Based on a review of that certain Owner's Policy of Title Insurance, Policy Number \_\_\_\_\_, dated \_\_\_\_\_ (the "Effective Date"), issued by \_\_\_\_\_ (the "Title Report"), and without independent investigation or inquiry, title to the lands within the District, subject to the Series 2021A Bonds, is owned by the Landowners, is held in fee simple by the Landowners and is subject only to the liens, encumbrances, easements and agreements set forth in such Title Report, none of which will impede in any material respect the development of the Development as described in, and except as otherwise set forth in, the Limited Offering Memorandum. The opinion in this paragraph is given as of the Effective Date of such Title Report, and we disclaim any obligation to advise you of any change that thereafter may be or have been brought to our attention. There are no mortgages on the lands owned by the Landowners other than those disclosed in the Limited Offering Memorandum.

11. The lands in the Development have, or should have in due course, the appropriate land use, zoning and other governmental approvals to permit the development of the Development to be undertaken in a manner substantially as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto.

12. Based upon our review of the Title Report, all 2020 and prior years taxes relating to the lands owned by the Landowners have been paid and there are no real estate taxes currently due that are unpaid.

The opinions herein are rendered as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities without our prior written consent.

Sincerely,

**Vogler Ashton, PLLC**



## EXHIBIT F

### FORM OF CERTIFICATE OF LANDOWNERS

[Closing Date]

Laurel Road Community  
Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

U.S. Bank National Association  
Fort Lauderdale, Florida

Re:    \$[A-1 Amount] Laurel Road Community Development District Capital  
Improvement Revenue Bonds, Series 2021A-1 and \$[A-2 Amount]  
Laurel Road Community Development District Capital Improvement  
Revenue Bonds, Series 2021A-2 (together, the "Bonds")

The undersigned duly authorized representative of **VISTERA ASSOCIATES, LLC**, a Florida limited liability company (the "Developer") and **BORDER ROAD INVESTMENTS, LLC**, a Florida limited liability company (together with the Developer, the "Landowners") hereby certifies that:

1.     This Certificate is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract, dated [BPA Date] (the "Purchase Contract"), between Laurel Road Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter"), relating to the sale of the above referenced Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Purchase Contract.

2.     The Landowners are each a limited liability company organized, existing and in good standing under the laws of the State of Florida and each has the power to conduct its business including development of the Development as described in the Limited Offering Memorandum.

3.     The information contained in the Preliminary Limited Offering Memorandum, dated [PLOM Date], and the Limited Offering Memorandum, dated [BPA Date], each relating to the Bonds, under the captions or subcaptions "INTRODUCTION" (to the extent it describes the Landowners or the Development), "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPER," "BONDOWNERS' RISKS" (to the extent it describes the Landowners or the Development), "LITIGATION – Landowners" and "CONTINUING DISCLOSURE – Landowners Continuing Compliance" is true and correct in all material respects and does not contain any untrue statement of a material fact or 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. The Landowners each agree that if between the date hereof and the earlier of (a) ninety (90) days from the end of the

"Underwriting Period" as defined in Securities Exchange Commission Rule 15c2-12 (17 CFR 240.15c2-12) ("Rule 15c2-12"), or (b) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur of which the Landowners shall have 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 relating to the Landowners or the Development, or to omit to state a material fact relating to the Landowners or the Development necessary to make the statements made therein, in light of the circumstances under which were made, not misleading, the Landowners shall notify the Underwriter 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 Landowners will, at their expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter.

4. Each of the Ancillary Agreements and the Disclosure Agreement (collectively, the "Landowner Documents"), is a valid and binding obligation of the Landowners, as applicable, enforceable against the Landowners in accordance with its terms, subject to the effect of bankruptcy and similar laws and general equitable principles that may limit enforcement. To the knowledge of the undersigned, the execution and delivery by the Landowners of the Landowner Documents does not violate such entity's organizational documents or any judgment, order, writ, injunction or decree binding on such entity or any indenture, agreement, or other instrument to which such entity is a party. The Landowners have reviewed and approved the Landowner Documents.

5. All information provided by the Landowners to the Underwriter and/or Underwriter's Counsel in response to the Underwriter's due diligence request in connection with the Bonds or provided to the Underwriter for distribution to potential purchasers of the Bonds or provided directly to such potential purchasers by the Landowners is true and correct in all material respects and does not contain any untrue statement of material fact or 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. There is no litigation threatened or pending against the Landowners which may result in any material adverse change in the business, properties, assets or financial condition of the Landowners.

6. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Landowners that would have a material and adverse impact on the value of the Development or the ability of the Developer to develop such lands which has not been disclosed to the Underwriter.

7. Each of the Landowners consents to the levy of the Series 2021A Assessments on the lands in the District owned by such entity. The levy of such Series 2021A Assessments on the lands in the District owned by the Landowners will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which such entity is a party or to which its property or assets are subject.

8. There is no litigation pending or, to our knowledge, threatened which would prevent or prohibit the development of the Development and the Series 2021 Project in accordance with the description thereof in the Limited Offering Memorandum and the

Engineer's Report attached thereto. The Developer is proceeding in the normal course of business to develop the Development. Except as otherwise disclosed in the Limited Offering Memorandum, there is no action, suit or proceeding 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 Landowners (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Landowner Documents, (b) contesting or affecting the validity or enforceability of the Landowner Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Landowners or of the Landowners' business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Landowners as described in the Limited Offering Memorandum.

9. Neither of the Landowners have 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. Neither of the Landowners have 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. Neither of the Landowners is insolvent.

10. There are no mortgages or similar liens on the real property owned or to be owned by the Landowners within the area subject to the Series 2021A Assessments as of the date hereof other than as disclosed in the Limited Offering Memorandum.

11. All 2020 and prior years taxes relating to the lands in the District owned by the Landowners have been paid and there are no real estate taxes currently due with respect to such lands which are unpaid.

12. Nothing has occurred which would lead the Landowners to believe that all water and sewer utilities necessary to serve the Development, as such is described in the Limited Offering Memorandum, are not or will not be available as and when needed. The lands in the Development have the appropriate land use, zoning and other governmental approvals and development agreements to permit the development thereof as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto. Except as otherwise disclosed in the Limited Offering Memorandum, all material conditions of the governmental development approvals and agreements applicable to the land in the Development have been complied with as of the date hereof or will be complied with in due course and there are no conditions therein that must be complied with in the future that, if not met in the future, would limit the development of the Development (including infrastructure improvements needed for the Development not included in the Series 2021 Project) as described in the Limited Offering Memorandum.

13. The Landowners each acknowledge that it will not have the rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2021A Assessments imposed on lands in the District owned by it within thirty (30) days following completion of the Series 2021 Project and acceptance thereof by the District.

14. The Landowners each acknowledge that the Bonds have the Debt Service requirements set forth under the heading "DEBT SERVICE REQUIREMENTS" in the Limited Offering Memorandum and that the Series 2021A Assessments will be levied by the District at times and in amounts sufficient to enable the District to pay Debt Service on the Bonds when due.

15. The Landowners have each complied with all continuing disclosure commitments undertaken by it pursuant to Rule 15c2-12 prior to the date hereof as described in the Limited Offering Memorandum.

16. All contracts for sale entered and to be entered into by the Landowners for real property to be encumbered by Series 2021A Assessments have contained or will contain the disclosure language required by Section 190.048, Florida Statutes.

17. The consummation of the transactions described in the Limited Offering Memorandum, including the execution and delivery of the Landowner Documents and the performance thereof, does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Landowners a breach or violation of the terms and provisions of, or constitute a default under, any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which such entity is subject or by which such entity or its respective properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum applicable to the Landowners does not, on the date hereof, and will not, at the time of such consummation, to the Landowners' knowledge, conflict with or constitute on the part of the Landowners a breach or violation of the terms and provisions of, or constitute a default under, any existing constitution, laws, court or administrative rule or regulations, to which such entity is subject, or any decree, order or judgment to which such entity is a party or by which such entity is bound in force and effect on the date hereof.

18. Neither of the Landowners is in material default under the Landowner Documents or any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which such Landowner is subject, or by which its respective properties are or may be bound, which would have a material adverse effect on the Development.

19. The Landowners are complying in all material respects with all provisions of applicable law in all material matters relating to the Development and its undertaking as described in the Limited Offering Memorandum, including applying for all remaining necessary permits and approvals and modifications thereof as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto. Each Landowner hereby certifies that (a) the lands in the Development have the appropriate governmental approvals to permit the development of the Development as described in the Limited Offering Memorandum, (b) neither of the Landowners has taken any action that would cause it to be in default of, and has no knowledge of any default under, any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the CIP or the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance with the material conditions of the governmental orders, permits and approvals applicable to the Development, all of which conditions are within the control of the Landowners, the

Development will be able to be developed as described in the Limited Offering Memorandum.

20. Pursuant to the terms of that certain Completion Agreement between the District and the Developer, the Developer agrees to fund all of the Series 2021 Project described in the Limited Offering Memorandum not financed by the District.

21. Neither of the Landowners is aware of any condition related to the Series 2021 Project or the Development which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

22. Neither of the Landowners is in default of any obligations to pay special assessments.

23. There has been no action taken by or omitted by the Landowners that impairs the contemplated transactions by the District with respect to the Bonds, including (a) the issuance and sale of the Bonds upon the terms set forth in the Purchase Contract, (b) the approval of the Limited Offering Memorandum, (c) the acquisition and construction of the Series 2021 Project, and (d) the execution, delivery and receipt of the Purchase Contract, the Bonds, the Indenture, the Disclosure Agreement, any of the Ancillary Agreements and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture. The Landowners each acknowledge and consent to those provisions of the Purchase Contract which reference it.

24. The Landowners recognize that the certifications, representations and warranties provided by them in this certificate and by their agents pursuant to the Purchase Contract (collectively, the "Certifications") serve as a material inducement for the District to issue the Bonds which will provide infrastructure, services and facilities benefiting the property within the District's boundaries, including property within the Development, and for the Underwriter to underwrite and purchase the Bonds. The Landowners hereby hold the District and the Underwriter harmless from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs, interest and penalties through all negotiations, trial and appellate levels) arising out of or in connection with, or caused directly or indirectly by, any breach or failure of any of the Certifications or any of such Certifications being incorrect or misleading in any material respect or having omitted any information necessary to make such Certifications not misleading.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the undersigned have executed this certificate for and on behalf of the Landowners as of the date set forth above.

**VISTERA ASSOCIATES, LLC,**  
a Florida limited liability company

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

**BORDER ROAD INVESTMENTS, LLC,**  
a Florida limited liability company

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

## EXHIBIT G

### FORM OF CERTIFICATE OF DISTRICT ENGINEER

[Closing Date]

Laurel Road Community  
Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

U.S. Bank National Association  
Fort Lauderdale, Florida

Re: Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1 and Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-2 (together, the "Bonds")

Ladies and Gentlemen:

AM Engineering, LLC, has prepared the Amended and Restated Report of District Engineer, dated July 1, 2021, and the Supplemental Report of District Engineer, dated [October 10], 2021 (collectively, the "Report") included as an appendix to the Limited Offering Memorandum as defined below. This Certificate is furnished pursuant to Section 8(c)(16) of the Bond Purchase Contract, dated [BPA Date] (the "Purchase Contract"), between Laurel Road Community Development District (the "District") and MBS Capital Markets, LLC, relating to the sale of the Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Purchase Contract or in the Limited Offering Memorandum, dated [BPA Date] relating to the Bonds (the "Limited Offering Memorandum").

1. All governmental permits and approvals required to commence and complete construction, acquisition and installation of the Series 2021 Project and the Development have been obtained or can reasonably be obtained in the ordinary course. The Series 2021 Project is expected to be completed by \_\_\_\_\_.

2. The information contained in the Preliminary Limited Offering Memorandum, dated [PLOM Date] and the Limited Offering Memorandum under the caption "THE CAPITAL IMPROVEMENT PROGRAM" and the subcaption "THE DEVELOPMENT – Zoning and Permitting" and in the Report included as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum did not, and does not, to the best of our knowledge, contain any untrue statement of a material fact and did not, and does not, omit 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. The Report was prepared in accordance with generally accepted engineering practices. We consent to the inclusion of the Report in the

Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to our firm therein.

3. The plans and specifications for the Series 2021 Project have been approved by all regulatory bodies required to approve them (such regulatory bodies consisting of those referred to in the Report) or such approval can reasonably be expected to be obtained.

4. All water and sewer utilities necessary to serve the lands specially benefited by the Series 2021 Project as described in the Limited Offering Memorandum are, or will be, available as and when needed.

5. The portion of the Series 2021 Project heretofore constructed has been constructed in a sound workmanlike manner and in accordance with industry standards and the plans and specifications therefor.

6. The purchase price to be paid by the District for any portion of the Series 2021 Project being acquired by the District is no more than the lesser of (a) the fair market value of such improvements and (b) the actual cost of construction of such improvements.

**AM ENGINEERING, LLC**

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



**EXHIBIT H**  
**FORM OF CERTIFICATE OF**  
**DISTRICT MANAGER AND DISSEMINATION AGENT**

[Closing Date]

Laurel Road Community  
Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

U.S. Bank National Association  
Fort Lauderdale, Florida

The undersigned authorized officer of **PFM GROUP CONSULTING LLC** ("PFM"), hereby certifies as follows:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract, dated [BPA Date] (the "Purchase Contract"), by and between Laurel Road Community Development District (the "District") and MBS Capital Markets, LLC, with respect to the District's \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 and \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (together, the "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 [PLOM Date] (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. PFM has acted as District Manager to the District in connection with the sale and issuance by the District of the Bonds and has participated in the preparation of the Limited Offering Memoranda.

3. 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 2021 Project, or any information provided by us, 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.

4. PFM hereby certifies that the information set forth in the Limited Offering Memoranda under the captions or subcaptions "THE DISTRICT," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "LITIGATION – District," "CONTINUING DISCLOSURE – General," "CONTINUING DISCLOSURE – District Continuing Compliance," "FINANCIAL STATEMENTS" and "CONTINGENT AND OTHER FEES" 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 made therein, in light of the circumstances under which they were made, not misleading.

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

6. PFM hereby acknowledges its agreement to serve as the initial Dissemination Agent for the District with respect to the Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement dated [Closing Date] (the "Disclosure Agreement") by and among the District, Visterra Associates, LLC, Border Road Investments, LLC, and PFM, and acknowledged and agreed to for purposes of certain sections only, U.S. Bank National Association, as trustee.

7. PFM hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, and that it has policies and procedures in place to ensure compliance with its obligations under the Disclosure Agreement.

**PFM GROUP CONSULTING LLC**

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

**EXHIBIT I**  
**FORM OF CERTIFICATE OF FINANCIAL ADVISOR**

[Closing Date]

Laurel Road Community  
Development District  
City of Venice, Florida

MBS Capital Markets, LLC  
Tampa, Florida

U.S. Bank National Association  
Fort Lauderdale, Florida

The undersigned authorized officer of **PFM FINANCIAL ADVISORS LLC** ("PFM"), hereby certifies as follows:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract, dated [BPA Date] (the "Purchase Contract"), by and between Laurel Road Community Development District (the "District") and MBS Capital Markets, LLC, with respect to the District's \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 and \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (together, the "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 [PLOM Date] (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum, dated [BPA Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. PFM has acted as financial advisor to the District in connection with the sale and issuance by the District of the Bonds and have participated in the preparation of the Limited Offering Memoranda.

3. In connection with the issuance of the Bonds, PFM has been retained by the District to prepare the Amended and Restated Master Assessment Methodology, dated July 2021, and the Supplemental Assessment Methodology Report, Series 2021A Bonds, dated \_\_\_\_\_, 2021 (collectively, the "Report"), which Report has been included as an appendix to the Limited Offering Memoranda. PFM consents to the use of such Report in the Limited Offering Memoranda and consents to the references to PFM therein.

4. PFM hereby certifies that the information set forth in the Limited Offering Memoranda under the caption "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" and in "APPENDIX B – Assessment Report" 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 made therein, in light of the circumstances under which they were made, not misleading.

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

6. PFM has determined that the Series 2021A Assessments as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to such Series 2021A Assessments, are sufficient to enable the District to pay the Debt Service on the Bonds through the final maturity thereof.

**PFM FINANCIAL ADVISORS, LLC**

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

**EXHIBIT C**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED NOVEMBER [ ], 2021**

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

**NOT RATED**

*In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2021A Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2021A Bonds.*

**LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT  
(City of Venice, Florida)**

**[\$[A-1 Amount]\* Capital  
Improvement Revenue  
Bonds, Series 2021A-1**

**[\$[A-2 Amount]\* Capital  
Improvement Revenue  
Bonds, Series 2021A-2**

Dated: Date of original issuance

Due: May 1, as shown below

The \$[A-1 Amount]\* Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and the \$[A-2 Amount]\* Laurel Road Community Development District Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021A Bonds"), are being issued by the Laurel Road Community Development District (the "District") pursuant to a Master Trust Indenture dated as of December 1, 2021 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2021, between the District and the Trustee (the "First Supplemental Indenture" and together with the Master Indenture, the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Series 2021A Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021A Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2020-13, enacted by the City Council of the City of Venice, Florida (the "City"), on April 28, 2020 (the "Ordinance").

The Series 2021A Bonds are payable from and secured by the Series 2021A Trust Estate, which includes the Series 2021A Pledged Revenues and the Series 2021A Pledged Funds. The Series 2021A Pledged Revenues consist of the revenues received by the District from the Series 2021A Assessments (as further described herein). The Series 2021A Pledged Funds include all of the Funds and Accounts (except for the Series 2021A Rebate

Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS" herein.

The Series 2021A Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and Nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2021A Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2021A Bonds will be paid from the sources provided herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered Owner thereof. Disbursements of such payments to the DTC Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2021A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2021A Bond. See "DESCRIPTION OF THE SERIES 2021A BONDS – Book-Entry Only System" herein. The Series 2021A Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2021A Bonds is payable semi-annually on each May 1 and November 1, commencing May 1, 2022.

**The Series 2021A Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2021A BONDS – Redemption Provisions" herein.**

The Series 2021A Bonds are being issued to (a) finance a portion of the Cost of the initial phase of the CIP (as more fully described herein, the "Series 2021 Project"), (b) pay certain costs associated with the issuance of the Series 2021A Bonds, (c) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account to be held jointly for the benefit of all of the Series 2021A Bonds, without privilege or priority of one Series 2021A Bond over another, and (d) pay the interest to become due on the Series 2021A Bonds on May 1, 2022 and November 1, 2022.

NEITHER THE SERIES 2021A BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021A BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021A TRUST ESTATE.

THE SERIES 2021A BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS

(SEE "SUITABILITY FOR INVESTMENT" HEREIN). THE UNDERWRITER IS LIMITING THE OFFERING OF THE SERIES 2021A BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION OF THE INITIAL OFFERING OF THE SERIES 2021A BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2021A BONDS. THE SERIES 2021A BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2021A BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT OR A RATING FOR THE SERIES 2021A BONDS HAD APPLICATION BEEN MADE.

This cover page contains information for quick reference only. It is not, and is not intended to be, a summary of the Series 2021A Bonds. Investors must read this entire Limited Offering Memorandum, including the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES,  
YIELDS, PRICES AND INITIAL CUSIP NUMBERS\***

\$_____	% Term Series 2021A-1 Bond Due May 1, 20__	Yield _____	% Price _____	CUSIP No.† _____
\$_____	% Term Series 2021A-1 Bond Due May 1, 20__	Yield _____	% Price _____	CUSIP No.† _____
\$_____	% Term Series 2021A-1 Bond Due May 1, 20__	Yield _____	% Price _____	CUSIP No.† _____
\$_____	% Term Series 2021A-1 Bond Due May 1, 20__	Yield _____	% Price _____	CUSIP No.† _____
\$_____	% Term Series 2021A-2 Bond Due May 1, 20__	Yield _____	% Price _____	CUSIP No.† _____

*The Series 2021A 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 Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2021A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Landowners by their counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2021A Bonds will be available for delivery through the facilities of The Depository Trust Company, New York, New York on or about \_\_\_\_\_, 2021.*

**MBS Capital Markets, LLC**

Dated: \_\_\_\_\_, 2021

\* 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.



## **RED HERRING LANGUAGE**

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2021A Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Series 2021A Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

# **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT**

## **BOARD OF SUPERVISORS**

Pete Williams, Chairman  
Janice Snow\*, Vice Chairperson  
Dale Weidemiller\*, Assistant Secretary  
John Blakley, Assistant Secretary  
John Leinaweaver\*, Assistant Secretary

## **DISTRICT MANAGER**

PFM Group Consulting LLC  
Orlando, Florida

## **DISTRICT COUNSEL**

Vogler Ashton, PLLC  
Palmetto, Florida

## **DISTRICT ENGINEER**

AM Engineering, LLC  
Sarasota, Florida

## **FINANCIAL ADVISOR**

PFM Financial Advisors LLC  
Orlando, Florida

## **BOND COUNSEL**

Bryant Miller Olive P.A.  
Orlando, Florida

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\* Affiliate or employee of the Landowners.

## **REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM**

No dealer, broker, salesperson or other person has been authorized by the District, the City of Venice, Florida, Sarasota County, Florida, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021A 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 District, the District Manager, the District Engineer, the Financial Advisor, the Landowners (each as defined herein) and other sources that are believed by the Underwriter to be reliable.

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.

At closing, the District, the District Manager, the District Engineer, the Financial Advisor, and the Landowners will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein 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 with respect to the matters described herein since the date hereof.

The Series 2021A 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 2021A Bonds in accordance with the applicable securities law provisions of any jurisdictions wherein these securities have been or will be registered, qualified or exempted should not be regarded as a recommendation thereof. Neither the District, the City of Venice, Florida, Sarasota County, Florida, the State of Florida, nor any of its subdivisions or agencies have guaranteed or passed upon the merits of the Series 2021A Bonds, upon the probability of any earnings thereon or upon the accuracy or adequacy of this Limited Offering Memorandum.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may

cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District and the Landowners do not plan to issue any updates or revisions to those forward-looking statements if or when any of their expectations, events, conditions or circumstances on which such statements are based occur, other than as described under "CONTINUING DISCLOSURE" herein.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: [www.munios.com](http://www.munios.com) and [www.emma.msrb.org](http://www.emma.msrb.org). This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from such websites.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

This Preliminary Limited Offering Memorandum is in a form deemed final by the District for purposes of Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

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# **LIMITED OFFERING MEMORANDUM**

**relating to**

## **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT (City of Venice, Florida)**

**[\$[A-1 Amount]\* Capital  
Improvement Revenue  
Bonds, Series 2021A-1**

**[\$[A-2 Amount]\* Capital  
Improvement Revenue  
Bonds, Series 2021A-2**

### **INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Laurel Road Community Development District (the "District") in connection with the offering and issuance by the District of its \$[A-1 Amount]\* Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its \$[A-2 Amount]\* Capital Improvement Revenue Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021A Bonds").

The Series 2021A Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of December 1, 2021 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2021, between the District and the Trustee (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture") and resolutions adopted by the Board of Supervisors of the District (the "Board") on December 21, 2020 and November [18], 2021, authorizing the issuance of the Series 2021A Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture, the form of which appears in composite APPENDIX C attached hereto.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2020-13, enacted by the City Council of the City of Venice, Florida (the "City"), on April 28, 2020 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The boundaries of the District include approximately 299 acres of land located entirely within the City (the "District Lands"). For more complete information about the District, its Governing Body and the District Manager, see "THE DISTRICT" herein.

The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water

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\* Preliminary, subject to change.



supply, sewer and wastewater management, bridges or culverts, district roads, recreational facilities and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Under the Constitution and laws of the State of Florida (the "State"), including the Act, the District has the power and authority to levy non-ad valorem assessments upon the District Lands and to issue bonds for the purposes of providing community development services and facilities, including those financed with the proceeds of the Series 2021A Bonds as described herein.

Consistent with the requirements of the Indenture and the Ordinance, the Series 2021A Bonds are being issued to (a) finance a portion of the Cost of the initial phase of the CIP (as more fully described herein, the "Series 2021 Project"), (b) pay certain costs associated with the issuance of the Series 2021A Bonds, (c) make a deposit into the Series 2021A-1 Reserve Account and into the Series 2021A-2 Reserve Account to be held jointly for the benefit of all of the Series 2021A Bonds, without privilege or priority of one Series 2021A Bond over another, and (d) pay the interest to become due on the Series 2021A Bonds on May 1, 2022 and November 1, 2022.

The District is currently planned to include approximately [583 residential units, 667 apartment units, a fifty (50) unit] assisted living facility and various recreational amenities. The Series 2021 Project consists of certain infrastructure improvements for the initial phase of the CIP (such phase hereinafter referred to as "Phase 1"). See "THE CAPITAL IMPROVEMENT PROGRAM" and "THE DEVELOPMENT" herein.

The Series 2021A Bonds are payable from and secured by the revenues received by the District from the Series 2021A-1 Assessments and the Series 2021A-2 Assessments (together, the "Series 2021A Assessments") and amounts in the Funds and Accounts (except for the Series 2021A Rebate Account) established by the Indenture. The Series 2021A Assessments will be initially levied against all gross developable and unplatted acreage within the District, but ultimately assigned to approximately 391 residential units planned within Phase 1 of the District that are subject to assessment as a result of the Series 2021 Project as described in the Assessment Report (hereinafter defined).

The Series 2021A Assessments represent an allocation of the costs of the Series 2021 Project, including bond financing costs, to certain lands within the District in accordance with the Assessment Report. The Assessment Report and assessment resolutions with respect to the Series 2021A Assessments (collectively, the "Assessment Proceedings") permit the prepayment in part or in full of the Series 2021A Assessments at any time without penalty, together with interest at the rate on the corresponding Series 2021A Bonds to the Interest Payment Date that is more than forty-five (45) days next succeeding the date of prepayment. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto.

Subsequent to the issuance of the Series 2021A Bonds, the District may cause one or more Series of Bonds to be issued pursuant to the Master Indenture, subject to the terms and conditions thereof. Bonds may be issued for the purpose of paying all or part of the Cost of a Series Project or refunding an Outstanding Series of Bonds or any portion thereof. The District covenants and agrees in the First Supplemental Indenture that so long as

there are any Series 2021A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2021A Trust Estate other than Bonds issued to refund the Outstanding Series 2021A Bonds. The District further covenants and agrees in the First Supplemental Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds. "Substantially Absorbed" is defined in the First Supplemental Indenture to mean the date on which the principal amount of the Series 2021A-1 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2021A-1 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

There follows in this Limited Offering Memorandum a brief description of the District and the Development (hereinafter defined), together with summaries of the terms of the Series 2021A Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2021A Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture, the form of which appears in composite APPENDIX C attached hereto.

### **SUITABILITY FOR INVESTMENT**

Investment in the Series 2021A Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or MBS Capital Markets, LLC (the "Underwriter") to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2021A Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

While the Series 2021A Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2021A Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2021A Bonds only to, "accredited investors," as such term is utilized in Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2021A Bonds. Prospective investors in the Series 2021A 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 2021A Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

## **DESCRIPTION OF THE SERIES 2021A BONDS**

### **General Description**

The Series 2021A Bonds are issuable as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021A Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000.

The Series 2021A Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing May 1, 2022 (each, an "Interest Payment Date") and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2021A Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Interest on the Series 2021A Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Each Series 2021A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (a) is an Interest Payment Date to which interest on such Series 2021A Bond has been paid, in which event such Series 2021A Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2021A Bonds, in which event, such Series 2021A Bond shall bear interest from its date.

Debt Service on each Series 2021A Bond will be payable on each Interest Payment Date in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Series 2021A Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation thereof at the designated corporate trust office of U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Series 2021A Bonds are held in the book-entry system in which case presentation shall not be required. Payment of

interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Series 2021A Bonds).

The Series 2021A Bonds will initially be registered in the name of Cede & Co. as Nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2021A Bonds and, so long as the Series 2021A Bonds are held in book-entry only form, Cede & Co. will be considered the Registered Owner for all purposes hereof. See "- Book-Entry Only System" below for more information about DTC and its book-entry only system.

## Redemption Provisions

*Optional Redemption.* The Series 2021A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021A-2 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

*Mandatory Sinking Fund Redemption.* The Series 2021A-1 Bond maturing May 1, 20\_\_, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the Year</u>	<u>Amortization Installment</u>	<u>May 1 of the Year</u>	<u>Amortization Installment</u>
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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20\_\_, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20\_\_, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bond maturing May 1, 20\_\_, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

As more particularly set forth in the Indenture, any Series 2021A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the First Supplemental Indenture, as the result of the redemption of Series 2021A-1 Bonds so as to reamortize the remaining

Outstanding principal balance of the Series 2021A-1 Bonds as set forth in the First Supplemental Indenture.

The Series 2021A-2 Bonds are not subject to mandatory sinking fund redemption.

*Extraordinary Mandatory Redemption.* The Series 2021A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account to the Series 2021A-1 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-1 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-1 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2021A-1 Prepayment Subaccount resulting from a reduction in the Series 2021A-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-1 Bonds then Outstanding, including accrued interest thereon.

The Series 2021A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021A Acquisition and Construction Account to the Series 2021A-2 Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2021A-2 Prepayment Principal, required by the Indenture to be deposited into the Series 2021A-2 Prepayment Subaccount; or

(c) from amounts transferred to the Series 2021A-2 Prepayment Subaccount resulting from a reduction in the Series 2021A-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-2 Bonds then Outstanding, including accrued interest thereon.

**Although not obligated to do so, the Landowners (hereinafter defined) currently anticipate prepaying all of the Series 2021A-2 Assessments at the time**

**of home closing with a retail buyer. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein for a breakdown of the estimated Series 2021A Assessments to be levied on the lands within the Development.**

If less than all of the Series 2021A Bonds of a Series shall be called for redemption, the particular Series 2021A Bonds of such Series or portions of Series 2021A Bonds of such Series to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

### **Notice of Redemption**

Notice of each redemption of Series 2021A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021A 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 2021A Bonds or such portions thereof on such date, interest on such Series 2021A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

### **Book-Entry Only System**

THE INFORMATION IN THIS CAPTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM DTC AND NEITHER THE DISTRICT NOR THE UNDERWRITER MAKES ANY REPRESENTATION OR WARRANTY OR TAKES ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

DTC will act as securities depository for the Series 2021A Bonds. The Series 2021A Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of each Series of the Series 2021A Bonds and will be deposited with DTC. DTC,

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

Purchases of the Series 2021A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2021A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021A 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 2021A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021A Bonds, except in the event that use of the book-entry system for the Series 2021A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021A 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 2021A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.



Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2021A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2021A Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021A 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 2021A 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 Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2021A Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021A Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2021A Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2021A Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2021A BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC

PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2021A BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS**

### **General**

The Series 2021A Bonds are payable from and secured by the revenues received by the District from the Series 2021A Assessments and amounts in the Funds and Accounts (except for the Series 2021A Rebate Account) established by the Indenture. Series 2021A Assessments will be levied and collected on the lands within the District that receive a special benefit from the Series 2021 Project, and shall not include Assessments imposed, levied and collected by the District with respect to property within the District not so specially benefited. The Series 2021A Assessments represent an allocation of the costs of the Series 2021 Project, including bond financing costs, to such benefited land within the District in accordance with the Assessment Report, attached hereto as composite APPENDIX B.

NEITHER THE SERIES 2021A BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021A BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021A BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021A TRUST ESTATE.

### **No Parity Bonds; Limitation on Parity Assessments**

The District covenants and agrees in the First Supplemental Indenture that so long as there are any Series 2021A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2021A Trust Estate other than Bonds issued to refund the Outstanding Series 2021A Bonds. The District further covenants and agrees in the First Supplemental Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for

health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds. "Substantially Absorbed" is defined in the First Supplemental Indenture to mean the date on which the principal amount of the Series 2021A-1 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2021A-1 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2021A ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2021A BONDS, THE DISTRICT, THE CITY, SARASOTA COUNTY, FLORIDA (THE "COUNTY"), THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS WHICH INCLUDES THE SERIES 2021A ASSESSMENTS SECURING THE SERIES 2021A BONDS. See "- Enforcement and Collection of Series 2021A Assessments" below.

### **Funds and Accounts**

The Indenture requires that the Trustee establish the following Funds and Accounts: (a) within the Acquisition and Construction Fund, a Series 2021A Acquisition and Construction Account and a Series 2021A Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2021A Debt Service Account and therein a Series 2021A-1 Sinking Fund Account, a Series 2021A-1 Interest Account, a Series 2021A-1 Capitalized Interest Account, a Series 2021A-2 Principal Account, a Series 2021A-2 Interest Account and a Series 2021A-2 Capitalized Interest Account, and (ii) a Series 2021A Redemption Account and therein a Series 2021A-1 Prepayment Subaccount, a Series 2021A-1 Optional Redemption Subaccount, a Series 2021A-2 Prepayment Subaccount and a Series 2021A-2 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2021A-1 Reserve Account and a Series 2021A-2 Reserve Account, which Series 2021A Reserve Accounts shall be jointly held for the benefit of all Series 2021A Bonds, without distinction as to Series 2021A Bonds and without privilege or priority of one Series 2021A Bond over another; (d) within the Revenue Fund, a Series 2021A Revenue Account; and (e) within the Rebate Fund, a Series 2021A Rebate Account.

### **Series 2021A Reserve Accounts**

The Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account are sometimes collectively referred to herein as the "Series 2021A Reserve Accounts." The Series 2021A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-1 Reserve Account Requirement and the Series 2021A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-2 Reserve Account Requirement. "Series 2021A-1 Reserve Account Requirement" is defined in the First Supplemental Indenture to mean an amount equal to [fifty] percent ([50]%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds as of the time of any such calculation, which on the date of issuance of the Series 2021A-1 Bonds is equal to \$\_\_\_\_\_. "Series 2021A-2 Reserve Account

Requirement" is defined in the First Supplemental Indenture to mean an amount equal to [fifty] percent ([50]%) of the maximum annual interest requirement for all Outstanding Series 2021A-2 Bonds as of the time of any such calculation, which on the date of issuance of the Series 2021A-2 Bonds is equal to \$\_\_\_\_\_.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2021A Reserve Accounts shall be used on a pro rata basis only for the purpose of making payments into the Series 2021A-1 Interest Account, the Series 2021A-1 Sinking Fund Account, the Series 2021A-2 Interest Account and the Series 2021A-2 Principal Account to pay Debt Service on the Series 2021A Bonds, when due, without distinction as to Series 2021A Bonds and without privilege or priority of one Series 2021A Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2021A Reserve Accounts shall consist only of cash and Investment Obligations.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is authorized and directed to recalculate the Series 2021A-1 Reserve Account Requirement taking into account any Series 2021A-1 Prepayment Principal on deposit in the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account and to transfer any excess on deposit in the Series 2021A-1 Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) of the First Supplemental Indenture) into the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account and apply such excess to the extraordinary mandatory redemption of the Series 2021A-1 Bonds on a pro rata basis.

On the earliest date on which there is on deposit in the Series 2021A-1 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2021A-1 Bonds, together with accrued interest on such Series 2021A-1 Bonds to the earliest date of redemption permitted therein and in the First Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2021A-1 Reserve Account into the Series 2021A-1 Prepayment Subaccount in the Series 2021A Redemption Account to pay and redeem all of the Outstanding Series 2021A-1 Bonds on the earliest date permitted for redemption therein and in the First Supplemental Indenture.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is authorized and directed to recalculate the Series 2021A-2 Reserve Account Requirement taking into account any Series 2021A-2 Prepayment Principal on deposit in the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account and to transfer any excess on deposit in the Series 2021A-2 Reserve Account (other than excess resulting from earnings on investments, which shall be governed by Section 408(f) of the First Supplemental Indenture) into the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account and apply such excess to the extraordinary mandatory redemption of the Series 2021A-2 Bonds.

On the earliest date on which there is on deposit in the Series 2021A-2 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay

and redeem all of the Outstanding Series 2021A-2 Bonds, together with accrued interest on such Series 2021A-2 Bonds to the earliest date of redemption permitted therein and in the First Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2021A-2 Reserve Account into the Series 2021A-2 Prepayment Subaccount in the Series 2021A Redemption Account to pay and redeem all of the Outstanding Series 2021A-2 Bonds on the earliest date permitted for redemption therein and in the First Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2021A Reserve Accounts shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

### **Series 2021A Revenue Account**

(a) Pursuant to the First Supplemental Indenture, the Trustee is authorized and directed to establish within the Revenue Fund a Series 2021A Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021A Revenue Account the Series 2021A-1 Assessment Revenues and Series 2021A-2 Assessment Revenues other than Series 2021A-1 Prepayment Principal and Series 2021A-2 Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the corresponding Prepayment Subaccount in the Series 2021A Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely that unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2021A Pledged Revenues paid to the Trustee shall be deposited into the Series 2021A Revenue Account, and that Series 2021A Pledged Revenues which the District informs the Trustee is Series 2021A-1 Prepayment Principal or Series 2021A-2 Prepayment Principal shall be deposited into the respective Prepayment Subaccount of the Series 2021A Redemption Account.

(c) (i) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date with respect to the Series 2021A-1 Bonds (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-1 Prepayment Subaccount of the Series 2021A Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021A Revenue Account for deposit into the Series 2021A-1 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2021A-1 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-1 Bonds in the maximum aggregate principal amount for which moneys are then on

deposit in the Series 2021A-1 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2021A-1 Bonds set forth in the form of Series 2021A-1 Bond attached to the First Supplemental Indenture and in accordance with the provisions of the Indenture.

(ii) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date with respect to the Series 2021A-2 Bonds (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day next preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-2 Prepayment Subaccount of the Series 2021A Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021A Revenue Account for deposit into the Series 2021A-2 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2021A-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-2 Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-2 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the Series 2021A-2 Bonds set forth in the form of Series 2021A-2 Bond attached to the First Supplemental Indenture and in accordance with the provisions of the Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer: (i) from the Series 2021A-1 Capitalized Interest Account to the Series 2021A-1 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-1 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2021A-1 Capitalized Interest Account; and (ii) from the Series 2021A-2 Capitalized Interest Account to the Series 2021A-2 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-2 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2021A-2 Capitalized Interest Account.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2021A Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, on a pro rata basis, to the Series 2021A-1 Interest Account, an amount equal to the amount of interest payable on all Series 2021A-1 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2021A-1 Capitalized Interest Account in accordance with Sections 403(b) and 408(d) of the First Supplemental Indenture, and less any other amount already on deposit in the Series 2021A-1 Interest Account not previously credited and to the Series 2021A-2 Interest Account, an amount equal to the amount of interest payable on all Series 2021A-2 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2021A-2 Capitalized Interest Account in accordance with Sections 403(c) and 408(d) of the First

Supplemental Indenture, and less any other amount already on deposit in the Series 2021A-2 Interest Account not previously credited;

SECOND, on a pro rata basis, on May 1, 20\_\_, and each May 1 thereafter, to the Series 2021A-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021A-1 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2021A-1 Sinking Fund Account not previously credited and on May 1, 20\_\_, to the Series 2021A-2 Principal Account the amount, if any, equal to the principal amount of Series 2021A-2 Bonds Outstanding and maturing on such May 1, 20\_\_, less any amounts on deposit in the Series 2021A-2 Principal Account not previously credited;

THIRD, on a pro rata basis, to the Series 2021A-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-1 Reserve Account Requirement and to the Series 2021A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-2 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2021A Revenue Account.

On or after each November 2, the Trustee shall first transfer, on a pro rata basis, to the Series 2021A Reserve Accounts the balance on deposit in the Series 2021A Revenue Account on such November 2 until such time as the Series 2021A Reserve Accounts are equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable, and then the balance on deposit in the Series 2021A Revenue Account on such November 2 shall be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2021A Reserve Accounts shall be equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable, and, provided further, that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Indenture relating to any Series 2021A Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021A Revenue Account to the Series 2021A Rebate Account established for the Series 2021A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

## **Investments**

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021A Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2021A Acquisition and Construction Account, the Series 2021A-1 Interest Account, the Series 2021A-1 Capitalized Interest Account, the Series 2021A-2 Interest Account and the Series 2021A-2 Capitalized Interest Account shall be retained, as realized, in such Accounts or subaccounts and used

for the purpose of such Account or subaccount. Earnings on investments in the Funds and Accounts other than the Series 2021A-1 Reserve Account, the Series 2021A-2 Reserve Account and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021A Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021A Reserve Accounts shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A Reserve Accounts as of the most recent date on which amounts on deposit in the Series 2021A Reserve Accounts were valued by the Trustee, and if no withdrawals have been made from the Series 2021A Reserve Accounts since such date which have created a deficiency, then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A-1 Capitalized Interest Account and the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and, thereafter earnings in the Series 2021A Reserve Accounts shall be allocated to and deposited into the Series 2021A Revenue Account and used for the purpose of such Account; and

(b) if as of the last date on which amounts on deposit in the Series 2021A Reserve Accounts were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2021A Reserve Accounts and have created such a deficiency, then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A Reserve Accounts until the amounts on deposit therein are equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable, and then earnings on investments in the Series 2021A Reserve Accounts shall be deposited on a pro rata basis into the Series 2021A-1 Capitalized Interest Account and Series 2021A-2 Capitalized Interest Account through November 1, 2022, and, thereafter shall be allocated to and deposited into the Series 2021A Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in either of the Series 2021A Reserve Accounts, prior to the deposit of any earnings in the Series 2021A Revenue Account, the amount of such proposed transfer shall instead be deposited into the Series 2021A Reserve Account with a deficiency until the balance on deposit therein is equal to the Series 2021A-1 Reserve Account Requirement or the Series 2021A-2 Reserve Account Requirement, as applicable.

### **Series 2021A Acquisition and Construction Account**

Amounts on deposit in the Series 2021A Acquisition and Construction Account shall be applied to pay Costs of the Series 2021 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted under the Indenture. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021A Acquisition and Construction Account (taking



into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2021 Project which are required to be reserved in the Series 2021A Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited first to the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-2 Bonds until such Series 2021A-2 Bonds are no longer Outstanding and then to the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds in accordance with the Indenture and in the manner prescribed in the respective forms of Series 2021A Bonds attached to the First Supplemental Indenture. After there are no funds therein, the Series 2021A Acquisition and Construction Account shall be closed.

### **Agreement for Assignment of Development Rights**

Contemporaneously with the issuance of the Series 2021A Bonds, Vistera Associates, LLC, a Florida limited liability company (the "Developer"), Border Road Investments, LLC, a Florida limited liability company ("Border Road" and, together with the Developer, the "Landowners") and the District will enter into an agreement (the "Assignment Agreement"). The following description of the Assignment Agreement is qualified in its entirety by reference to the Assignment Agreement. Pursuant to the Assignment Agreement, the Landowners collaterally assign to the District, to the extent assignable on a non-exclusive basis, all of their development rights, land use entitlements and authorizations, approvals and permits relating to the development of the Development (the "Development and Contract Rights") as security for the Landowners' payment and performance and discharge of its obligation to pay the Series 2021A Assessments when due. The assignment will become effective upon failure of the Landowners to pay the Series 2021A Assessments levied against the lands owned by the Landowners. Such Assignment is by its terms given on a non-exclusive basis, such that the Development and Contract Rights may be collaterally assigned on a non-exclusive basis to any party having a legal and/or equitable interest in and to the lands in the Development and each assignee has a right to utilize the Development and Contract Rights to their fully permitted capacity to cause the completion of the development of the Development. Pursuant to the Indenture, the District assigns its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2021A Bonds.

### **Completion Agreement**

In connection with the issuance of the Series 2021A Bonds, the District and the Landowners will enter into an agreement (the "Completion Agreement") pursuant to which the Landowners will agree to provide funds to complete the Series 2021 Project to the extent that proceeds of the Series 2021A Bonds and any other debt of the District are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

### **True-Up Agreement**

In connection with the issuance of the Series 2021A Bonds, the District and the Landowners will enter into an agreement (the "True-Up Agreement") pursuant to which the Landowners agree to pay, when requested by the District, any amount of the Series 2021A

Assessments allocated to unplatted acres on lands owned by the Landowners in excess of the allocation in place at the time of issuance of the Series 2021A Bonds pursuant to the Assessment Report or any update thereto.

### **Enforcement of Completion Agreement and True-Up Agreement**

Pursuant to the Indenture, the District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

### **Owner Direction and Consent with Respect to Series 2021A Acquisition and Construction Account upon Occurrence of Event of Default**

In accordance with the provisions of the Indenture, the Series 2021A Bonds are payable solely from the Series 2021A Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges that (a) the Series 2021A Pledged Funds includes, without limitation, all amounts on deposit in the Series 2021A Acquisition and Construction Account then held by the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2021A Bonds, the Series 2021A Pledged Funds may not be used by the District (whether to pay Costs of the Series 2021 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2021 Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2021A Bonds, the Series 2021A Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2021 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

### **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 2021A Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) any payment of Debt Service on the Series 2021A Bonds is not made when due;

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

(c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2021 Project;

(d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) any portion of the Series 2021A Assessments shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2021A Reserve Accounts to pay Debt Service on the corresponding Series of Series 2021A Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from such Series 2021A Reserve Accounts to pay Debt Service on the corresponding Series of Series 2021A Bonds);

(h) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2021A Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2021A Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2021A Bonds then Outstanding and affected by such default; and

(i) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to the Series 2021A Assessments are not paid by the date such are due and payable; provided, however, that such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied.

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2021A Bonds. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners of the Series 2021A Bonds and allowed pursuant to federal or State law, the District acknowledges and agrees that (a) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel, and (b) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

### **Provisions Relating to Bankruptcy or Insolvency of Landowner**

The provisions of Section 913 of the Master Indenture, as summarized below, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Series 2021A Assessments pledged to the Series 2021A Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

The District acknowledges and agrees in the Indenture that, although the Series 2021A Bonds were issued by the District, the Owners of the Series 2021A Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2021A Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021A Assessments relating to the Series 2021A Bonds Outstanding, the Outstanding Series 2021A Bonds or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a response from the Majority Owners within sixty (60) days following written request for consent);

(b) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that

affects, either directly or indirectly, the Series 2021A Assessments relating to the Series 2021A Bonds Outstanding, the Series 2021A Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee or the Majority Owners;

(c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within sixty (60) days following request for consent);

(d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2021A Assessments relating to the Series 2021A Bonds Outstanding, would have the right to pursue and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2021A Assessments relating to the Series 2021A Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(e) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2021A Assessments relating to the Series 2021A Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2021A Assessments pledged to the Series 2021A Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

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

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2021A

Assessments relating to the Series 2021A Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (d) above.

### **Enforcement and Collection of Series 2021A Assessments**

The primary sources of payment for the Series 2021A Bonds are the Series 2021A Assessments imposed on each landowner within the District which are specially benefited by the Series 2021 Project. To the extent that landowners fail to pay such Series 2021A Assessments, delay payments, or are unable to pay such Series 2021A Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2021A Bonds. The Act provides for various methods of collection of delinquent special assessments by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

Pursuant to the Indenture, Series 2021A-1 Assessments levied on platted lots and pledged to secure the Series 2021A Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended (the "Uniform Method") and Series 2021A-1 Assessments levied on unplatted lots and pledged to secure the Series 2021A Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default. Series 2021A-2 Assessments shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default. All Series 2021A Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

If the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2021A Assessment, then such Series 2021A Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2021A Assessment, the District either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Series 2021A Bonds, declare the entire unpaid balance of such Series 2021A Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants in the Indenture to furnish, at its expense, to any Owner of Series 2021A Bonds so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, to the extent such information is reasonably available to the District, together with a copy of the

District's annual audit and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2021A Bonds are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Series 2021A Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2021A Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2021A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2021A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2021A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021A Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2021A Bonds within thirty (30) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

THERE CAN BE NO ASSURANCE THAT ANY SALE, PARTICULARLY A BULK SALE, OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

### **Additional Covenants Regarding Assessments**

The District covenants in the Indenture to comply with the terms of the proceedings heretofore adopted with respect to the Series 2021A Assessments, including the Assessment Report, and to levy the Series 2021A Assessments and any required true-up payments set forth in the Assessment Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021A Bonds, when due. The Assessment Report shall not be amended without prior written consent of the Majority Owners; provided, however, that such consent shall not be required if the District Counsel has issued its written opinion addressed to each of the District and the Trustee that such amendment does not materially amend the terms of the Assessment Report.

## **Re-Assessment**

Pursuant to the Master Indenture, if any Series 2021A Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2021A Assessments are so irregular or defective that they cannot be enforced or collected, or if the District shall have omitted to make such Series 2021A Assessments when it might have done so, the District shall either (a) take all necessary steps to cause new Series 2021A Assessments to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2021A Assessments from legally available moneys, which moneys shall be deposited into the Series 2021A Revenue Account. In case any such subsequent Series 2021A Assessments shall also be annulled, the District shall obtain and make other Series 2021A Assessments until valid Series 2021A Assessments shall be made.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2021A Bonds is the revenues received by the District from the collection of Series 2021A Assessments imposed on certain lands in the District specially benefited by the Series 2021 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The imposition, levy, and collection of Series 2021A Assessments must be done in compliance with the provisions of State law. Failure by the District, the Sarasota County Tax Collector (the "Tax Collector") or the Sarasota County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2021A Assessments during any year. Such delays in the collection of Series 2021A Assessments, or complete inability to collect any Series 2021A Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2021A Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2021A 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 2021A Bonds.

For the Series 2021A Assessments to be valid, the Series 2021A Assessments must meet two requirements: (a) the benefit from the Series 2021 Project to the lands subject to the Series 2021A Assessments must exceed or equal the amount of the Series 2021A Assessments; and (b) the Series 2021A Assessments must be fairly and reasonably allocated across all such benefited properties. At closing, the Financial Advisor (hereinafter defined) will certify that these requirements have been met with respect to the Series 2021A Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2021A Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Landowners and subsequent



landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2021A Assessments and will enforce such bill through foreclosure proceedings. As lands are platted, the Series 2021A Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto. 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 Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2021A Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2021A 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 2021A Assessments and the ability to foreclose the lien of such Series 2021A Assessments upon the failure to pay such Series 2021A 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 2021A Assessments. See "BONDOWNERS' RISKS" herein.

### **Uniform Method Procedure**

Subject to certain conditions, and for developed lands, the District may alternatively elect to collect the Series 2021A Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2021A Assessments to be levied and collected in this manner.

If the Uniform Method is used, the Series 2021A Assessments will be collected together with City, County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon

thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments, including the Series 2021A Assessments, are to be billed together 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 2021A 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 2021A Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2021A Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2021A Bonds.

Under the Uniform Method, if the Series 2021A Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (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 2021A Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2021A Assessments, (b) future landowners and taxpayers in the District will pay such Series 2021A Assessments, (c) 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 (d) 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 2021A Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2021A 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 2021A 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 eighteen percent (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 eighteen percent (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 eighteen percent (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 2021A 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 five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven (7) years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two (2) 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 governing board of 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 (3) 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 2021A 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 2021A Assessments, which are the primary source of payment of the Series 2021A Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

## **THE DISTRICT**

### **General**

The District is a local unit of special purpose government duly organized and existing under the provisions of the Act and established by the Ordinance. The boundaries of the District include approximately 299 acres of land located entirely within the City and are coterminous with the boundaries of the Development.

### **Legal Powers and Authority**

The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2021A Assessments, on all taxable real property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be levied, collected and enforced in the same manner and time as county property taxes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to: (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (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 wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) district roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing roads that are owned by or conveyed to the local general-purpose government, the State, or the federal government; street lights; alleys; landscaping; hardscaping; undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (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 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, including, but not limited to, guardhouses, fences and gates, and electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are collectively performed by the City or the County and its respective departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any Owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2021A Bonds.

### **Board of Supervisors**

The Act provides for a five-member Board of Supervisors (as previously defined, the "Board") to serve as the governing body of the District. Members of the Board must be residents of the State and citizens of the United States. Pursuant to the Act, six (6) years after establishment and after 250 qualified electors reside within the District, the seats of Board members whose terms expire are filled by votes of the qualified electors of the District, except as described below. A qualified elector is a registered voter who is a resident of the District and the State and a citizen of the United States. At the election where Board members are first elected by qualified electors, two Board members must be qualified electors and be elected by qualified electors, both to four-year terms. A third Board member is elected through an election of the landowners of the District. Thereafter, as terms expire, all Board members must be qualified electors and are elected to serve four-year terms with staggered expiration dates in the manner set forth in the Act. The current members of the Board and their respective term expiration dates are set forth below.

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>
Pete Williams	Chairman	November 2024
Janice Snow*	Vice Chairperson	November 2022
Dale Weidemiller*	Assistant Secretary	November 2024
John Blakley	Assistant Secretary	November 2022
John Leinaweaver*	Assistant Secretary	November 2022

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\*Affiliate or employee of the Landowners.

The Act empowers the Board to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

## **District Manager and Other Consultants**

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (a) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (b) maintaining and operating the equipment owned by the District, and (c) performing such other duties as may be prescribed by the Board.

PFM Group Consulting LLC has been retained as the firm to provide district management services for the District (in such capacity, the "District Manager"). The District Manager's office is located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 and their phone number is (407) 723-5900.

The District Manager's typical responsibilities can briefly be summarized as directly overseeing and coordinating the District's planning, financing, purchasing, staffing, and reporting and acting as governmental liaison for the District. The District Manager's responsibilities also include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Bryant Miller Olive P.A., Orlando, Florida, as Bond Counsel; Vogler Ashton, PLLC, Palmetto, Florida, as District Counsel; AM Engineering, LLC, Sarasota, Florida, as District Engineer; and PFM Financial Advisors LLC, Orlando, Florida, as Financial Advisor.

## **THE CAPITAL IMPROVEMENT PROGRAM**

AM Engineering, LLC (the "District Engineer"), has prepared the Amended and Restated Report of District Engineer, dated July 1, 2021 (the "Master Engineer's Report") describing the capital improvement program for the District (the "CIP") which is estimated to cost approximately \$48.4 million and includes roadways, drainage, water and wastewater, reclaimed/irrigation distribution, clearing and earthwork, landscaping, parks, recreation and community facilities, entry features and signs, offsite roadway improvements, offsite utility improvements, contingency and professional fees. Enumeration of the costs of the CIP are provided in the table below.

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<b>Infrastructure</b>	<b>Total CIP</b>
Internal Roadways	\$2,750,000
Drainage (Including curb)	7,700,000
Water and Wastewater	8,250,000
Reclaimed/Irrigation Distribution	2,200,000
Clearing, Earthwork, BMPs	5,500,000
Landscape	4,400,000
Parks, Recreation & Community Facilities	4,400,000
Entry Features & Signs	1,650,000
Offsite Roadway Improvements	550,000
Offsite Utility Improvements	550,000
Professional Fees	5,500,000
Contingency	4,950,000
<b>Total</b>	<b>\$48,400,000</b>

The capital improvements described in the CIP will be constructed in multiple phases over time. The initial phase of the CIP is estimated to cost approximately \$27.06 million and includes the costs allocable to the initial phase of the Development (the "Series 2021 Project"), which includes certain master infrastructure improvements and neighborhood infrastructure improvements allocable to Phase 1 of the residential parcel in the Development planned for 391 residential units. Detailed information concerning the Series 2021 Project is contained in the Supplemental Report of District Engineer, dated October 10, 2021 (the "Supplemental Engineer's Report" and together with the Master Engineer's Report, the "Engineer's Report"). The Engineer's Report is attached hereto as composite APPENDIX A. Enumeration of the estimated costs of the Series 2021 Project are provided in the table below.

<b>Infrastructure</b>	<b>Series 2021 Project</b>
Internal Roadways	\$1,278,000
Drainage (Including curb)	3,834,000
Water and Wastewater	3,834,000
Reclaimed/Irrigation Distribution	855,000
Clearing, Earthwork, BMPs	3,069,000
Landscape	2,556,000
Parks, Recreation & Community Facilities	4,000,000
Entry Features & Signs	1,300,000
Offsite Roadway Improvements	427,500
Offsite Utility Improvements	427,500
Professional Fees	3,000,000
Contingency	2,475,000
<b>Total</b>	<b>\$27,056,000</b>

Proceeds of the Series 2021A Bonds will be used to acquire and/or construct a portion of the Series 2021 Project in the approximate amount of \$20.1 million\*. As more fully discussed under the caption "THE DEVELOPMENT – Land Acquisition," the Developer estimates it has expended approximately \$1.98 million in development related expenditures to date.

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\* Preliminary, subject to change.



The District currently intends to issue additional Series of Bonds to fund additional portions of the Series 2021 Project and the CIP. Any portion of the Series 2021 Project not funded by the Series 2021A Bonds may be funded with future Series of Bonds. The Developer anticipates using equity to fund the remaining portions of the CIP not funded with proceeds of the Series 2021A Bonds or future Series of Bonds.

In connection with the issuance of the Series 2021A Bonds, the Landowners will enter into the Completion Agreement whereby the Landowners agree to complete any portions of the Series 2021 Project not funded with proceeds of the Series 2021A Bonds or future Series of Bonds. The District cannot make any representation that the Landowners will have sufficient funds to complete the Series 2021 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS – Completion Agreement" and "BONDOWNERS' RISKS – Completion of Series 2021 Project" herein.

## **ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS**

PFM Financial Advisors LLC (the "Financial Advisor") has prepared the Amended and Restated Master Assessment Methodology, dated July 2021 (the "Master Assessment Report"), that allocates the total benefit derived from the District's CIP to the benefited lands in the District. In addition, the Financial Advisor has prepared the Supplemental Assessment Methodology Report, Series 2021A Bonds, dated October 2021 (the "Supplemental Assessment Report" and, together with the Master Assessment Report, the "Assessment Report"), that allocates the Series 2021A Assessments to property within the District in proportion to the benefit derived from the Series 2021 Project. Once the final terms of the Series 2021A Bonds are determined, the Supplemental Assessment Report will be revised to reflect such final terms.

Initially, the Series 2021A-1 Assessments securing the Series 2021A-1 Bonds will be levied on an equal per acre basis over the gross acreage within the District. Pursuant to the allocation methodology set forth in the Assessment Report, the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within Phase 1 of the residential parcel in the Development which includes approximately seventy-eight (78) acres planned for 391 residential lots. The Series 2021A-1 Bonds were sized to correspond to the collection of Series 2021A-1 Assessments from the 391 residential lots planned within Phase 1 of the residential parcel in the Development consisting of seventy-eight (78) acres. See "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds will initially be allocated over all acreage within the District, as noted above. The Series 2021A-2 Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within Phase 1 of the residential parcel in the Development which includes approximately seventy-eight (78) acres planned for 391 residential lots. The Series 2021A-2 Bonds were sized to correspond to the 391 residential lots planned within Phase 1 of the residential parcel in the Development that the Developer intends to develop into finished lots and sell to builders.

The Series 2021A-1 Assessments are expected to be paid annually over a thirty (30) year period while the Series 2021A-2 Assessments are expected to be prepaid by the Developer at the time of a lot closing with a builder. The table below presents estimated principal and annual amounts of the Series 2021A Assessments that will be levied on the lands within Phase 1 of the residential parcel in the Development in connection with the Series 2021A Bonds.

<b>Product Type</b>	<b># of Units</b>	<b>Est. Series 2021A-1 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-1 Bonds Gross Annual Debt Service Per Unit*</b>	<b>Est. Series 2021A-2 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-2 Bonds Net Annual Debt Service Per Unit</b>	<b>Est. Total Series 2021A Debt Per Unit</b>
Single-family 40'	75	\$26,274	\$1,634	\$26,524	\$1,061	\$52,798
Single-family 45'	67	29,558	1,838	23,900	956	53,458
Single-family 50'	85	32,842	2,042	33,155	1,326	65,997
Single-family 57'	42	37,440	2,328	37,797	1,512	75,237
PV Duplex (37.5')	122	24,632	1,532	24,866	995	49,498
<b>Total</b>	<b>391</b>					

\* Includes 7.0% gross up for county collection costs and early payment discount.

As previously mentioned, the District currently intends to issue additional Series of Bonds to fund additional portions of the Series 2021 Project and the CIP. Such Bonds will ultimately be secured by the remaining [192] residential units planned within Phase 2 of the residential parcel in the District. The Developer does not intend to assess the assisted living and apartment parcels located within the District and as such will contribute infrastructure in the amount necessary to satisfy the special assessments that otherwise would have been levied on such parcels.

## THE DEVELOPMENT

*The following information appearing under the caption "THE DEVELOPMENT" has been furnished by the Landowners for inclusion in this Limited Offering Memorandum as a means for the prospective Beneficial Owners of the Series 2021A Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Landowners, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2021A Bonds, the Landowners will represent in writing that the information herein under the caption "THE DEVELOPMENT" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.*

### General

Visterra (the "Development") is an approximately 299-acre master-planned community located just east of Interstate 75 approximately seven (7) miles from historic downtown Venice. The Development is primarily bound on the west by Interstate 75, on the north by Laurel Road, on the east by Neal Communities' Aria development and on the

south by Border Road. Direct access to the Development will be via Laurel Road and Border Road.

Tampa International Airport is approximately seventy-five (75) miles north of the Development via Interstate 75 and the Venice Municipal Airport, a general aviation airport, is approximately nine (9) miles southeast of the Development.

Located within approximately one and one-half (1.5) miles of Interstate 75, the Development is in close proximity to medical facilities, recreational opportunities, retail shopping venues and restaurants. Medical care can be obtained at Sarasota Memorial Hospital located twenty (20) miles northwest of the Development. A Publix Supermarket is conveniently located within two (2) miles of the Development off of Laurel Road. Additional commercial support can be found within seven (7) miles of the Development including big box stores such as Target and Home Depot. Further, Venice beach, located approximately seven (7) miles southwest of the Development, provides for additional recreational opportunities.

The Development is planned to include [583 residential units, 667 apartment units and a fifty (50) unit] assisted living facility situated in three (3) parcels. The residential parcel planned for 460 single-family detached units and 122 paired villa units is situated in the southern portion of the Development and is divided into two (2) phases. The apartment parcel and assisted living parcel are located in the northernmost point of the District along Laurel Road and are planned for [667 apartment units and a fifty (50) unit] assisted living facility, respectively. The landowner of the lands constituting the residential parcel within the District consisting of approximately 244 acres is Vistera Associates, LLC, a Florida limited liability company ("Vistera Associates"). The landowner of the remaining fifty-five (55) acres constituting the apartment and assisted living parcels within the District is Border Road Investments, LLC, a Florida limited liability company (as previously defined, "Border Road"). Vistera Associates and Border Road are both affiliated with Neal Land & Neighborhoods, LLC, a Florida limited liability company ("Neal Land & Neighborhoods") and Neal Communities of Southwest Florida, LLC, a Florida limited liability company ("Neal Communities"). Vistera Associates will act in the capacity as the developer of the Development (in such capacity and as previously defined, the "Developer"). It is the intent of the Developer to sell the residential parcel planned for 583 residential units as finished lots to builders. Further, the apartment and assisted living parcels are intended to be sold as mass-graded parcels with roads and utilities stubbed thereto. Initial land clearing within the Development has commenced.

## **Land Acquisition**

On May 23, 2013, Border Road, whose membership interest is equally owned by Frank Cassata and an affiliated entity of Neal Land & Neighborhoods, acquired the lands comprising the Development containing approximately 299 acres from LR Development, LLC and Gulf Coast Strategic Investments, Inc., for a fixed purchase price of \$18,000,000.

On June 23, 2021, Border Road transferred approximately 244 acres constituting the residential parcel within the District to Border Road D&S, LLC ("Border Road D&S"), a Florida limited liability company solely owned by the Developer. Border Road D&S subsequently deeded such lands to the Developer.

Concurrently with the transfer of such lands, the Developer entered into a commercial loan note in the original principal amount of \$33,045,378 (the "Promissory Note") with Border Road. The unpaid principal balance on the Promissory Note accrues interest at 1.02% and has a maturity date of June 30, 2027. Payment of interest shall only be due and payable with each partial release payment, which is anticipated to occur upon lot sale to a builder or upon maturity. The Promissory Note is not secured by a mortgage but rather a Pledge, Hypothecation and Security Agreement that is collateralized by the security interest in the Developer whose membership interests are owned by Frank Cassata (50%), Patrick Neal (25%) and John Neal (25%). As additional security to the Promissory Note, the Developer has also entered into a collateral assignment of all rights in connection with (a) the acquisition, development, construction upon, operation or sale of part or all of the Development, (b) all plans, drawings and design documents, (c) all licenses, permits, allocations and approvals, and (d) all proceeds of the aforementioned listed collateral.

The District currently intends to issue additional Series of Bonds to fund additional portions of the CIP. As previously mentioned, any portion of the Series 2021 Project not funded by the Series 2021A Bonds may be funded with a future Series of Bonds. The Developer anticipates using equity to fund the remaining portions of the CIP not funded with proceeds of the Series 2021A Bonds or future Series of Bonds, as well as the other development costs not included within the CIP (the "Developer-Funded Improvements"). Such Developer-Funded Improvements include, without limitation, onsite street and entry lighting, certain clearing and earthwork and associated professional fees and are estimated to cost \$[ ] million. As further discussed herein, development activities in Phase 1 of the residential parcel within the District planned for 391 residential units has commenced and is anticipated to be complete by the second quarter of 2022. The Developer estimates it has expended \$1.98 million in development-related expenditures to-date, including \$[ ] million towards the Series 2021 Project and \$[ ] million towards the Developer-Funded Improvements.

## **Environmental**

[In July 2017, a Phase I Environmental Site Assessment ("ESA") was performed by Enviro-Audit & Compliance, Inc., on the 299 acres constituting the Development. The ESA revealed no direct evidence of recognized environmental conditions.] In January 2021, the Landowner commissioned a separate Phase I Environmental Site Assessment on the approximately 54.55 acres constituting the apartment and assisted living parcels within the Development which was performed by Enviro-Audit & Compliance, Inc. The ESA again revealed no direct evidence of recognized environmental conditions.

## **Land Use Plan/Phasing**

The Development is currently planned for [583 residential units, 667 multi-family units and fifty (50)] assisted living units situated in three (3) parcels. The apartment parcel is situated in the northeastern corner of the District along Laurel Road and is planned for 667 apartment units. The assisted living parcel is located in the northwestern corner of the District across from the apartment parcel and is planned for fifty (50) assisted living units. The remaining residential tract is located within the southern portion of the District and is planned for 583 residential units to be developed in two (2) phases.

A summary of the current development plan for the residential parcel within the Development is provided in the table below.

<b>Product Type</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total</b>
Single-family 40'	75	0	75
Single-family 45'	67	0	67
Single-family 50'	85	85	170
Single-family 57'	42	107	149
PV Duplex (37.5')	122	0	122
<b>Total</b>	<b>391</b>	<b>192</b>	<b>583</b>

## **Zoning and Permitting**

The Development is part of a 299-acre tract that received zoning approval from the City as a planned unit development (the "Laurel Road PUD"). The Laurel Road PUD provides for the development of up to 1,300 residential units with a maximum of five percent (5%) (or approximately fifteen (15) acres) of the Development reserved for proposed medical office or house of worship uses. The Laurel Road PUD sets forth certain conditions related to design/construction specifications, land use and transportation. The information below is a summary of certain of the conditions of the Laurel Road PUD.

- A minimum of fifty percent (50%) open space will be provided including a minimum of ten percent (10%) conservation open space and ten percent (10%) functional
- Construction of a north/south roadway connection between Laurel Road and Border Road
- Architecture will include a Northern Italian Renaissance style

Further, as required by the City, a Transportation Impact Analysis was conducted providing for the following offsite turn lanes to be constructed by the Developer:

- A 185-foot eastbound right-turn lane on Laurel Road at the two access points
- A 235-foot westbound left-turn lane on Laurel Road at the two access points
- A 185-foot westbound right-turn lane on Border Road
- A 235-foot eastbound left-turn lane on Border Road at the two access points

[Permitting to be inserted upon approval]

## **Land Sales/Contract Activity**

As previously discussed herein, the Developer will sell developed tracts of land to homebuilders for home construction thereon in the case of the residential parcel. To date, the Developer has entered into four (4) purchase and sale contracts for the sale of [ ] residential units within the Development. The apartment and assisted living parcels are intended to be sold as mass-graded parcels with roads and utilities stubbed thereto. The table below illustrates certain information pertaining to the pending purchase and sale contracts as it relates to the residential parcel that have been entered into to date.

<u>Purchaser</u>	<u>Land Use</u>	<u>Est. Units</u>	<u>Finished Lot Price</u>
Neal Communities	Villa	122	\$82,500
Neal Communities	Single-family 57'	42	\$125,400
Weekley Homes	Single-family 40'	75	\$88,000
Weekley Homes	Single-family 45'	67	\$89,100
M/I Homes	Single-family [ ]	[ ]	\$[ ]

The narratives below provide a summary of the contract activity within the Development as well as the biographies of the various contract purchasers which information has been obtained from their respective websites. While the terms of the purchase and sale contracts are subject to change until closing, the Developer does not anticipate any changes to the terms of the sales contracts that will significantly impact the sale of such lands.

### *Neal Communities Contracts*

In September 2021, Neal Communities of Southwest Florida, LLC, a Florida limited liability company (as previously defined, "Neal Communities") entered into a purchase and sale contract with the Developer for the purchase of approximately 122 fully developed and entitled villa lots for a total fixed purchase price per lot of \$82,500 with a five percent (5%) escalator each year commencing with the initial closing, compounded monthly (the "Neal Communities Villa Contract"). Upon retail home closings, a true-up payment in the amount by which twenty-two percent (22%) of the base home sales price exceeds the per lot purchase price is due. The Neal Communities Villa Contract provides for the 122 villa lots to be takedown in sixteen (16) closings. The initial closing consisting of thirty (30) lots shall occur within fifteen (15) days of receiving a certificate of completion from the County for all necessary development work. Each closing thereafter is scheduled to occur ninety (90) days after the prior closing. Pursuant to the Neal Communities Villa Contract, all finished lots will be delivered to Neal Communities with all necessary zoning and concurrency requirements such that each lot is ready for immediate issuance of a building permit.

Neal Communities entered into a separate purchase and sale contract with the Developer for the purchase of forty-two (42) single-family 57' lots for a total fixed purchase price per lot of \$125,400 with a five percent (5%) escalator each year commencing with the initial closing, compounded monthly (the "Neal Communities SF Contract"). Upon retail home closings, a true-up payment in the amount by which twenty-two percent (22%) of the base home sales price exceeds the per lot purchase price is due. The Neal Communities SF Contract provides for the forty-two (42) lots to be takedown in three (3) closings. The initial closing consisting of thirty (30) lots shall occur within fifteen (15) days of receiving a certificate of completion from the County for all necessary development work. Each closing thereafter is scheduled to occur ninety (90) days after the prior closing. Pursuant to the Neal Communities SF Contract, all finished lots will be delivered to Neal Communities with all necessary zoning and concurrency requirements such that each lot is ready for immediate issuance of a building permit.

Under each contract, Neal Communities is required to provide for three (3) deposits totaling approximately \$450,000 upon reaching certain milestones, including (a) \$50,000 within five (5) days of the effective date of each respective builder contract, (b) \$250,000 within five (5) days following the respective feasibility period, both of which will end within

ninety (90) days of the effective date, and (c) \$150,000 upon confirmation of commencement of development activities within the District.

Further, each contract stipulates certain conditions that must be met by the Developer including, without limitation, (i) no later than 150 days after the expiration of the feasibility period, the Developer shall provide Neal Communities with plans, drawings, or other documentation reflecting the proposed design, location, scope and timing of the construction of the amenities, (ii) construct the amenity center at Developer's sole cost, and (iii) construct, at the Developer's sole cost, a monument sign for the Neal Communities neighborhood as well as an entry monument for the Development no later than the second takedown.

Information pertaining to Neal Communities can be found herein under the heading "THE LANDOWNERS AND THE DEVELOPER."

#### *Weekley Homes Contract*

Weekley Homes, LLC, a Delaware limited liability company ("Weekley Homes") has entered into a purchase and sale contract with the Developer on September 20, 2021, for the purchase of a portion of the lands comprising the Development planned for 142 single-family residential lots for \$88,000 per 40' lot and \$89,100 per 45' lot (the "Weekley Contract"). The purchase price is subject to a purchase price escalation of up to five percent (5%) each year commencing with the initial closing, compounded monthly. Upon retail home closings, a true-up payment in the amount by which twenty-two percent (22%) of the home sales price exceeds the per lot purchase price paid by Weekley Homes is due to the Developer. Weekley Homes has provided an initial deposit of \$25,000. An additional deposit in the amount of \$848,642 will be provided within five (5) days following the feasibility period which will end within sixty (60) days of the effective date. The deposit will be applied to the lot purchase price at the rate of \$6,160 per 40' lot and \$6,237 per 45' lot upon each closing. The Weekley Contract provides for the seventy-five (75) 40' and the sixty-seven (67) 45' lots to be takedown in nine (9) closings. The initial closing consisting of seven (7) 40' lots and six (6) 45' lots shall occur within fifteen (15) days of receiving a certificate of completion from the County for all necessary development work. Each closing thereafter is scheduled to occur ninety (90) days after the prior closing.

Pursuant to the Weekley Contract, all finished lots will be delivered to Weekley Homes with all necessary zoning and concurrency requirements such that each lot is ready for immediate issuance of a building permit. Additionally, construction on the recreational amenities shall commence within ninety (90) days after the initial closing and shall be complete within one (1) year of the initial closing. Further, the Developer must construct a monument sign for the Weekley Homes neighborhood and the entry monument for the Development no later than the second scheduled takedown.

*David Weekley Homes* was founded in 1976 and is now the largest privately-held home builder in America. The company has sold more than 100,000 homes and expanded to nineteen (19) cities across the nation. As a result of the company's progressive management methodologies where people are the primary focus of the organization, the company has been named to FORTUNE "100 Best Companies to Work For®" list fifteen (15) times. David Weekley Homes was the first builder in the United States to be awarded

the Triple Crown of American Home Building, an honor which includes "America's Best Builder," "National Housing Quality Award" and "National Builder of the Year."

### M/I Homes Contract

[TO BE INSERTED]

M/I Homes was founded in 1976 and has a presence in 175 communities in fifteen (15) markets. M/I Homes is one of the nation's leading builders of single-family homes serving a broad segment of the housing market including first-time and move-up buyers. M/I Homes stock trades on the New York Stock Exchange under the symbol "MHO." M/I Homes is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files reports, proxy statements and other information with the SEC. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Room of the SEC at 100 F Street, Washington, DC 20549 and at the SEC's internet website at [www.sec.gov](http://www.sec.gov). Copies of such materials can be obtained by mail from the Public Reference Room of the SEC at prescribed rates. All documents subsequently filed by M/I Homes pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

### **Projected Absorption**

As noted above, it is the intent of the Developer to sell finished lots to homebuilders for home construction thereon in the case of the residential parcel. See "— Land Sales/ Contract Activity" above. The following table sets forth the Developer's anticipated pace of finished lot sales for all 583 residential units planned within the residential tract within the Development.

<b>Product Type</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
Single-family 40'	27	40	8	0	0	75
Single-family 45'	18	30	19	0	0	67
Single-family 50'	44	48	48	30	0	170
Single-family 57'	44	28	28	24	25	149
PV Duplex (37.5')	42	24	24	28	4	122
<b>Total</b>	<b>175</b>	<b>170</b>	<b>127</b>	<b>82</b>	<b>29</b>	<b>583</b>

Although the projected absorption rate shown above is based upon estimates and assumptions made by the Developer, and although considered reasonable by the Developer utilizing historical data, and taking into account current market conditions, it is nonetheless inherently uncertain and subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. In particular, historical data will likely not be indicative of future market conditions. The Developer cannot predict with certainty the pace of new home sales and deliveries, whether there could be a significant slowing of new home sales in the future as a result of market conditions, and the extent to which such market conditions might impact the Development. As a result, there can be no assurance that the absorption will occur or be realized in the manner set forth herein.



## Residential Product Offerings

The target demographic for home sales in the Development are largely empty nesters with some move-up buyers and the expectation of young and growing families as well. The Development is also planned to feature homes ranging in size from [\_\_\_\_] to [\_\_\_\_] square feet with prices starting in the \$[\_\_\_\_]. The table below illustrates the current product type and pricing information for the homes that are anticipated to be offered within the community, which information is subject to change.

<b>Product Type</b>	<b>Estimated Square Footage</b>	<b>Estimated Average Sales Price</b>
Single-family 40'	[_____]	[_____]
Single-family 45'		
Single-family 50'		
Single-family 57'		
PV Duplex (37.5')		

## Assessment Area

As more fully described under the heading "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," proceeds of the Series 2021A Bonds in the approximate amount of \$20.1 million\* will be utilized to acquire and/or construct a portion of the Series 2021 Project. Initially, the Series 2021A-1 Assessments securing the Series 2021A-1 Bonds will be levied on an equal per acre basis on all of the lands within the District. Per the allocation methodology set forth in the Assessment Report, the Series 2021A-1 Assessments will then be allocated upon the sale of property with specific entitlements transferred thereto or platting of the 391 lots planned within Phase 1 of the residential parcel in the Development. The Series 2021A-1 Bonds were sized to correspond to the collection of Series 2021A-1 Assessments from all 391 residential units planned in Phase 1 of the residential parcel in the Development.

The Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds will initially be allocated over all acreage within the District and will subsequently be allocated to all 391 residential lots within Phase 1 of the residential parcel in the Development upon the sale of property with specific entitlements transferred thereto or upon development completion and platting.

## Amenities

The Development is planned to include a 5,678 square-foot clubhouse with gathering spaces, a fitness center and game room. Additional recreational facilities include an outdoor heated resort style swimming pool with a two-story pool deck including shade and cabanas. Construction on the amenity center will commence in the second quarter of 2022 and is anticipated to be complete by the first quarter of 2023.

All recreational facilities are being funded by the District in the estimated amount of \$4.4 million. The recreational facilities will ultimately be owned by the District.

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\* Preliminary, subject to change.

## Utilities

Potable water and reclaimed wastewater (reuse) services for the Development will be provided by the City. The City will provide sewer services to the western portion of the Development and the County, via the Curry Creek service area, will provide services to the eastern portion of the Development. Electric power is expected to be provided by Florida Power and Light.

## Marketing

Through its affiliates, the Developer intends to undertake a comprehensive marketing effort for the Development. Such marketing expenditures are primarily funded with a two percent (2%) marketing fee each developer/homebuilder is required to pay upon the closing of the sale of a new home in the Development. Further, it is anticipated that each of the developers/homebuilders in the Development will employ their own marketing efforts to market their respective neighborhoods and product. The Developer anticipates seven (7) model homes will be constructed by the active builders within the Development with each homebuilder using one (1) model home as their sales center.

## Education

Based upon current school zoning, school-age children residing in the Development would generally attend Laurel Nokomis School (K-8) and Venice High School, both of which received an 'A' rating for the 2019 school year from the Florida Department of Education, which is the latest available information.

## Fees and Assessments

Each homeowner residing in the District will pay annual taxes, assessments and fees on an ongoing basis including ad valorem property taxes, Series 2021A Assessments, homeowners' association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

### Property Taxes

The current millage rate for the area of the County where the Development is located is approximately 16.7407 mills. Accordingly, by way of example, the annual property taxes for a \$400,000 assessed value home would be \$6,696, after accounting for a \$25,000 homestead exemption.

### Homeowners' Association Fees

All homeowners residing in the District will be subject to annual homeowners' association ("HOA") fees for [lawn care for residences, common ground maintenance and landscaping], as well as operation and maintenance of the HOA-owned facilities. The HOA fees will vary annually based on the adopted budget by the HOA for a particular year. The estimated annual HOA fee in the Development for Fiscal Year 2021/2022 by product-type is illustrated in the table below and is subject to change.

<u>Product Type</u>	<u>Annual HOA Fee</u>
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Single-family 40'                      \$[\_\_\_\_\_]  
Single-family 45'  
Single-family 50'  
Single-family 57'  
PV Duplex (37.5')

*District Special Assessments*

Series 2021A-1 Assessments and Series 2021A-2 Assessments

All homeowners residing in Phase 1 of the residential parcel in the District which is planned for 391 residential units will be subject to the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds which are expected to be paid annually over a thirty (30) year period. In addition, all 391 residential units within Phase 1 of the residential parcel in the Development will be subject to the Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds, which are anticipated to be prepaid by the Developer at the time of sale with a homebuilder. The table below illustrates the aforementioned Series 2021A Assessments that will be levied by the District for each of the respective product types within Phase 1 of the District.

<b>Product Type</b>	<b># of Units</b>	<b>Est. Series 2021A-1 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-1 Bonds Gross Annual Debt Service Per Unit</b>	<b>Est. Series 2021A-2 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-2 Bonds Net Annual Debt Service Per Unit</b>	<b>Est. Total Series 2021A Debt Per Unit</b>
Single-family 40'	75	\$26,274	\$1,634	\$26,524	\$1,061	\$52,798
Single-family 45'	67	29,558	1,838	23,900	956	53,458
Single-family 50'	85	32,842	2,042	33,155	1,326	65,997
Single-family 57'	42	37,440	2,328	37,797	1,512	75,237
PV Duplex (37.5')	122	24,632	1,532	24,866	995	49,498
<b>Total</b>	<b>391</b>					

\* Includes 7.0% gross up for county collection costs and early payment discount.

Operation and Maintenance Assessments

In addition to the Series 2021A Assessments, all homeowners will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The estimated annual O&M Assessments for Fiscal Year 2021/2022 for all product types is detailed below.

<b>Product Type</b>	<b>Fiscal Year 2021/2022 O&amp;M Assessment Per Unit</b>
Single-family 40'	\$[_____]
Single-family 45'	
Single-family 50'	
Single-family 57'	
PV Duplex (37.5')	

## Competition

Based upon the target demographic and location of the Development, it is anticipated that competition for the Development will primarily come from the below active projects. The information appearing below was obtained from publicly available sources.

**Palmer Ranch** is a community with over thirty (30) residential subdivisions, apartment communities and assisted-living facilities with numerous commercial and recreational facilities. Located south of Clark Road approximately eleven (11) miles from the Development and including approximately 10,000 acres between Interstate 75 and Tamiami Trail, Palmer Ranch is home to over 20,000 residents.

Builders within the development include Taylor Morrison, M/I Homes, Divosta Homes, Mattamy Homes, Arthur Rutenberg, D.R. Horton, John Cannon, Gibraltar, Todd Johnston and Lennar Homes, among others. Competition for the Development within Palmer Ranch will primarily come from the below communities.

- **Talon Preserve on Palmer Ranch**, a Divosta Homes neighborhood, is a gated resort lifestyle community offering sixteen (16) home designs with homes starting in the low \$300,000s to \$700,000s. Construction of the resort amenities, including a clubhouse, resort-style pool, pool cabana, sports courts area and restaurant, are underway and are anticipated to be open in summer 2022.
- **Promenade Estates on Palmer Ranch**, an M/I Homes neighborhood, is planned for 352 homes ranging in size from 2,309 to 3,653 square feet with home prices starting in the low \$500,000s. Amenities include club house, fitness room, tot lot, pool with splash pad, flex field, basketball court, beach volleyball, and small and large dog park.
- **Sunrise Preserve at Palmer Ranch**, a Mattamy Homes neighborhood, is a gated community featuring attached villas and single-family homes. Sunrise Preserve will feature Mediterranean style single-family homes ranging in size from 2,000 to 2,700 square feet and maintenance-free villas ranging from 1,500 to 1,700 square feet. The community is planned to include a resort-style swimming pool, a large clubhouse with an exercise center, tennis courts, and a bocce ball field.

**Toscana Isles** (*Toscana Isles Community Development District*) is a 417-acre master planned community planned to include 847 single-family homes and 260 multi-family homes. D.R. Horton is offering twelve (12) floor plans ranging in size from 1,443 to 3,148 square feet with home prices starting in the mid \$300,000s. Amenities will include a 7,500 square foot clubhouse with fitness center, a pool, tennis courts, bocce ball, pickleball, waterfront access and kayak launch.

**Wellen Park** is a master planned community consisting of multiple neighborhoods by several builders and includes its own downtown, parks, lakes, nature trails, restaurants and shopping. The downtown will include 175 lakefront acres including waterfront dining around an eighty (80) acre lake, shopping, parks, trails, live music, children's playground

and splash pad, and paddle board and kayak rentals. Neighborhoods include but are not limited to Grand Palm, Gran Paradiso, The Preserve, Renaissance and Island Walk.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Landowners feel pose primary competition to the Development.

## **THE LANDOWNERS AND THE DEVELOPER**

Border Road Investments, LLC, a Florida limited liability company (as previously defined, "Border Road"), together with Vistera Associates, LLC, a Florida limited liability company (as previously defined, "Vistera Associates") are the landowners of the lands constituting the Development (together, the "Landowners"). Membership interest in Border Road is equally owned by Frank Cassata and an affiliated entity of Neal Land & Neighborhoods, LLC, a Florida limited liability company (as previously defined, "Neal Land & Neighborhoods"). John Neal is the president of Neal Land & Neighborhoods. Vistera Associates, whose membership interest are owned by Frank Cassata (50%), Patrick Neal (25%) and John Neal (25%), is acting as the developer of the lands within the District (in such capacity and as previously defined, the "Developer").

Certain members of Border Road and Vistera Associates are affiliated with Neal Communities. Neal Communities was originally incorporated in 1995. In 2009, it was re-organized as a limited liability company. Mr. Patrick Neal, who owns 100% of the interests in Neal Communities has been active in development since 1971. Over the past five (5) decades, Neal Communities and its affiliates have provided Florida families with more than 17,000 homes and have received numerous local, regional and national awards including several prestigious National Best in American Living Awards. Neal Communities carefully selects the locations to build their homes and focuses on environmental preservation efforts. In 2012, Neal Communities was named one of America's Best Builders by Builder Magazine. In 2015, Professional Builder Magazine named Neal Communities its Builder of the Year.

Affiliated entities of Neal Communities are currently developing and constructing homes within numerous residential communities in Manatee and Sarasota Counties known as Silverleaf, Indigo, Windward at Lakewood Ranch, Poinciana, Canoe Creek, River Wind, Boca Royale, Country Club, Cielo, Grand Palm, King's Gate, Riverfield, Vicenza, North River Ranch, and Aria. Neal Communities also has developments in Lee and Collier Counties. Neal Communities maintains a website at [www.nealcommunities.com](http://www.nealcommunities.com).

Neal Communities and its affiliates have established multiple community development districts for certain of the master-planned communities that have or are currently being developed by such entities. Such community development districts include North River Ranch Improvement Stewardship District, Lakes of Sarasota Community Development District, North River Ranch Community Development District, Hyde Park Community Development District 1, Fieldstone Community Development District, Windward at Lakewood Ranch Community Development District, Blackburn Creek Community Development District, Silverleaf Community Development District, Forest Creek Community Development District and Water's Edge Community Development District. Further, the Lakewood Ranch Stewardship District has issued bonds secured by

special assessments levied on certain lands within Lakewood Ranch including the Indigo and Belleisle communities that have been developed by affiliates of Neal Communities.

## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2021A Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021A Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2021A Bonds.

### **Limited Pledge**

The principal security for the payment of Debt Service on the Series 2021A Bonds is the timely collection of the Series 2021A Assessments. The Series 2021A Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the Landowners or any subsequent landowner will be able to pay the Series 2021A Assessments or that they will pay such Series 2021A Assessments even though financially able to do so. Neither the Landowners nor any subsequent landowner is a guarantor of payment of any Series 2021A Assessment and the recourse for the failure of the Landowners or any subsequent landowner to pay the Series 2021A Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant under State law, a mortgage or security interest in the Series 2021 Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the Series 2021 Project as security for, or a source of payment of, the Series 2021A Bonds. The Series 2021A Bonds are payable solely from, and secured solely by, the Series 2021A Trust Estate, including the Series 2021A Assessments. The failure of the Landowners or any subsequent landowner to pay the required Series 2021A Assessment on its property will not result in an increase in the amount of Series 2021A Assessments other landowners are or would be required to pay.

### **Concentration of Land Ownership and Bankruptcy Risks**

Until further development takes place in the Development and assessable properties are sold to end users, payment of the Series 2021A Assessments is substantially dependent upon their timely payment by the Landowners. In the event of the institution of bankruptcy or similar proceedings with respect to the Landowners or any other subsequent significant owner of property subject to the Series 2021A Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2021A Bonds as such bankruptcy could negatively impact the ability of (a) the Landowners or any other landowner being able to pay the Series 2021A Assessments, (b) the County to sell tax certificates in relation to such property with respect to the Series 2021A Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2021A Assessments not being collected pursuant to the Uniform

Method. In addition, the remedies available to the Owners of the Series 2021A Bonds, the Trustee and the District upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including during a bankruptcy of the Landowners or any other landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2021A Bonds, including, without limitation, enforcement of the obligation to pay Series 2021A Assessments and the ability of the District to foreclose the lien of the Series 2021A Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2021A 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 available remedies respecting the Series 2021A Bonds could have a material adverse impact on the interest of the Owners thereof.

### **Delay and Discretion Regarding Remedies**

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2021A Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2021A Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2021A Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2021A Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

### **Limitation on Funds Available to Exercise Remedies**

In the event of a default by a landowner in payment of Series 2021A Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2021A Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2021A Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2021A Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

### **Determination of Land Value upon Default**

The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Series 2021 Project is not

indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2021A Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Series 2021 Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2021A 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 2021A Bonds.

### **Landowner Challenge of Assessed Valuation**

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 2021A 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 2021A Assessment, even though the landowner is not contesting the amount of the Series 2021A 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 seventy-five percent (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.

### **Failure to Comply with Assessment Proceedings**

The District is required to comply with statutory procedures in levying the Series 2021A Assessments. Failure of the District to follow these procedures could result in the Series 2021A Assessments not being levied or potential future challenges to such levy.

### **Other Taxes and Assessments**

The willingness and/or ability of a landowner within the District to pay the Series 2021A Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as the City, the County, the Sarasota County School District and other special districts could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. County, municipal, school and special district taxes and assessments, including the Series 2021A Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected pursuant to the Uniform Method, except for partial payment schedules as may be provided by 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, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2021A Assessments, would result in such landowner's Series 2021A Assessments to not be fully collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2021A Bonds.

As referenced herein, the Series 2021A Assessments are levied on lands within the District that are also subject to O&M Assessments and HOA fees. See "THE DEVELOPMENT – Fees and Assessments" herein.

### **Limited Secondary Market**

The Series 2021A Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021A Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2021A Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021A Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2021A Bonds, depending on the progress of the Development, existing market conditions and other factors.

### **Inadequacy of Series 2021A Reserve Accounts**

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2021A Assessments or a failure to collect the Series 2021A Assessments, but may not affect the timely payment of Debt Service on the Series 2021A Bonds because of the Series 2021A Reserve Accounts established by the District for the Series 2021A Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2021A Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2021A Assessments, the Series 2021A Reserve Accounts could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2021A Bonds could be materially adversely affected. Owners should note that although the Indenture contains the respective Series 2021A Reserve Account Requirement for the Series 2021A Reserve Accounts, and a corresponding obligation on the part of the District to replenish the Series 2021A Reserve Accounts to the applicable Series 2021A Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2021A Reserve Accounts. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2021A Assessments in order to provide for the replenishment of the Series 2021A Reserve Accounts.

Moneys on deposit in the Series 2021A Reserve Accounts may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2021A Reserve Accounts to make up deficiencies or delays in collection of Series 2021A Assessments.

## **Regulatory and Environmental Risks**

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

The value of the land within the District, the ability to complete the Series 2021 Project or the CIP or develop the Development, and the likelihood of timely payment of Debt Service on the Series 2021A Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the lands within the District. 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" herein.

## **Economic Conditions**

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowners or the District. Although the Development is anticipated to be developed as described herein, there can be no assurance that such development will occur or be realized in the manner or schedule currently anticipated.

## **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 assurance 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 2021A Bonds.

## **Infectious Viruses and/or Diseases**

A novel coronavirus outbreak first identified in 2019 is causing coronavirus disease 2019 ("COVID-19"), which was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 have varied at the local, state and national levels. On March 13, 2020, then President Trump declared a national emergency

in response to COVID-19. Both prior and subsequent to the President's declaration, a variety of federal agencies, along with state and local governments, implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue to negatively affect economic growth and financial markets worldwide, including within the State. How long this negative impact will last cannot be determined at this time. However, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on the Landowners or subsequent landowners. While the foregoing describes certain risks related to the current outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

### **Damage to District from Natural Disasters**

The value of the lands subject to the Series 2021A Assessments could be adversely affected 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 lands within the District unable to support the construction of the Series 2021 Project or the CIP. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2021A Assessments and pay Debt Service on the Series 2021A Bonds. The Series 2021A Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Change in Development Plans**

The Landowners have the right to modify or change plans for development of certain property within 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.

### **Completion of Series 2021 Project**

The Series 2021A Bond proceeds will not be sufficient to finance the completion of the Series 2021 Project. The portions of the Series 2021 Project not funded with proceeds of the Series 2021A Bonds or future Series of Bonds are expected to be funded with contributions from the Landowners. There is no assurance that the Landowners will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2021A Bonds, the Landowners will enter into the Completion Agreement with respect to any portions of the Series 2021 Project not funded with the proceeds of the Series 2021A Bonds or future Series of Bonds. Such obligation of the Landowners is an unsecured obligation. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS – Completion Agreement" and "THE CAPITAL IMPROVEMENT PROGRAM" herein.

Upon issuance of the Series 2021A Bonds, the Landowners will also execute and deliver to the District the Assignment Agreement, pursuant to which the Landowners will collaterally assign to the District, to the extent assignable on a non-exclusive basis, all of

their development rights relating to the Series 2021 Project as security for the Landowners' payment and performance and discharge of its obligation to pay the Series 2021A Assessments. However, there can be no assurance, that the District will have sufficient moneys on hand to complete the Series 2021 Project or the CIP or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Series 2021 Project or CIP. Pursuant to the First Supplemental Indenture, the District covenants and agrees that so long as there are any Series 2021A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2021A Trust Estate other than Bonds issued to refund the Outstanding Series 2021A Bonds. The District further covenants and agrees in the First Supplemental Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and/or the Series 2021A-2 Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2021A Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2021A Assessments which are necessary for health, safety, and welfare reasons, to remediate a natural disaster or imposed prior to the issuance of the Series 2021A Bonds. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Owners of the Series 2021A Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2021A Assessments. Failure to complete or substantial delays in the completion of the Series 2021 Project or the CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2021A Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2021A Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2021A Bonds.

### **District May Not be Able to Obtain Permits**

In connection with a foreclosure of lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed herein, the District and the Landowners will enter into the Assignment Agreement upon issuance of the Series 2021A Bonds in which the Landowners collaterally assign to the District certain of their development and contract rights relating to the Series 2021 Project. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2021A Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Landowners and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the Development. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2021A BONDS – Agreement for Assignment of Development Rights" herein.

### **Interest Rate Risk; No Rate Adjustment for Taxability**

The interest rates borne by the Series 2021A Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2021A Bonds. These higher interest rates are intended to compensate investors in the Series 2021A Bonds for the risk inherent in the

purchase of the Series 2021A Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2021A Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2021A Bonds and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2021A Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2021A Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate executed by the District upon issuance of the Series 2021A Bonds or due to a change in the United States income tax laws. Should interest on the Series 2021A Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2021A Bonds will be required to pay income taxes on the interest received on such Series 2021A Bonds and related penalties. Because the interest rates on such Series 2021A Bonds will not be adequate to compensate Owners of the Series 2021A Bonds for the income taxes due on such interest, the value of the Series 2021A Bonds may decline. Prospective purchasers of the Series 2021A Bonds should evaluate whether they can own the Series 2021A Bonds in the event that the interest on the Series 2021A 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.

### **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 paragraph, the "Audited Bonds") issued by Village Center Community Development District ("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 governmental 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 was 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 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 Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that 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 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 Village Center CDD.

On February 23, 2016, the IRS issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provided guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump, the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (a) impose an undue financial burden on U.S. taxpayers, (b) add undue complexity to the federal tax laws, or (c) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that the Treasury Department and the IRS believed that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that the Treasury Department and the IRS would continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future. Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Village Center CDD and the TAMs may continue to be applicable in the absence of further guidance from the IRS.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by 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 (6) years or when there are 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 members of the Board were elected by the landowners within the District and none were elected by qualified electors. Although it is impossible to predict whether the IRS will select the Series 2021A Bonds for audit, 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 2021A Bonds are advised that, if the IRS does audit the Series 2021A 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 2021A 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 2021A 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 2021A 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 2021A Bonds would adversely affect the availability of any secondary market for the Series 2021A Bonds. Should interest on the Series 2021A Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2021A Bonds be required to pay income taxes on the interest received on such Series 2021A Bonds and related penalties, but because the interest rates on such Series 2021A Bonds will not be adequate to compensate Owners of the Series 2021A Bonds for the income taxes due on such interest, the value of the Series 2021A Bonds may decline. See also "TAX MATTERS" herein.

### **Legislative Proposals and State Tax Reform**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021A Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021A Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2021A Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2021A Bonds. There can be no assurance that any such legislation or proposal will be enacted and, if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2021A Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. 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 2021A Bonds. It should be noted that Section 190.016(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."

### **Loss of Exemption from Securities Registration**

Since the Series 2021A Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2021A Bonds may not be able to rely on the exemption from registration relating

to securities issued by political subdivisions. In that event, the Owners of the Series 2021A Bonds would need to ensure that subsequent transfers of the Series 2021A Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

### **Prepayment and Redemption Risk**

The Series 2021A Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Series 2021A Assessments by the Landowners or subsequent owners of the property within the District. Any such redemptions of the Series 2021A Bonds would be at the principal amount of such Series 2021A Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Series 2021A Bonds may not realize their anticipated rate of return on the Series 2021A Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Series 2021A Bonds. See "DESCRIPTION OF THE SERIES 2021A BONDS – Redemption Provisions" herein.

### **Performance of District Professionals**

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, District Engineer, Financial Advisor, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

### **No Rating or Credit Enhancement**

No application for a rating or credit enhancement on the Series 2021A Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2021A Bonds had application been made.

### **Mortgage Default and FDIC**

In the event a bank forecloses on property in the District because of a default on a mortgage with respect thereto 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 2021A Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2021A Assessments.

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## ESTIMATED SOURCES AND USES OF BOND PROCEEDS

<b><u>Source of Funds</u></b>	<b><u>Series 2021A-1 Bonds</u></b>	<b><u>Series 2021A-2 Bonds</u></b>	<b><u>Total</u></b>
Par Amount of Series 2021A-1 Bonds			
Par Amount of Series 2021A-2 Bonds			
Less/Plus Original Issue Discount/Premium			
<b>Total Sources</b>			
<b><u>Uses of Funds</u></b>			
Deposit to Series 2021A Acquisition and Construction Account			
Deposit to Series 2021A-1 Reserve Account			
Deposit to Series 2021A-2 Reserve Account			
Deposit to Series 2021A-1 Capitalized Interest Account <sup>(1)</sup>			
Deposit to Series 2021A-2 Capitalized Interest Account <sup>(1)</sup>			
Deposit to Series 2021A Costs of Issuance Account <sup>(2)</sup>			
Underwriter's Discount			
<b>Total Uses</b>			

<sup>(1)</sup> Represents capitalized interest on the Series 2021A Bonds through November 1, 2022.

<sup>(2)</sup> Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2021A Bonds.

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## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2021A Bonds:

<u>Period Ending November 1st</u>	<u>Series 2021A-1 Bonds</u>		<u>Series 2021A-2 Bonds</u>		<u>Series 2021A Bonds</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>

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## **TAX MATTERS**

### **General**

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2021A Bonds in order that interest on the Series 2021A Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2021A Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2021A Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2021A Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indenture with respect to the Series 2021A Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2021A Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2021A Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2021A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2021A Bonds. Prospective purchasers of Series 2021A Bonds should be aware that the ownership of Series 2021A Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2021A Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2021A Bonds; (iii) the inclusion of interest on Series 2021A Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2021A Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2021A Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2021A Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

**PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2021A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND**

CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

### **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the Series 2021A Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2021A Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2021A Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2021A Bonds and proceeds from the sale of Series 2021A Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2021A Bonds. This withholding generally applies if the owner of Series 2021A Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2021A Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Other Tax Matters Relating to the Series 2021A Bonds**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021A Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021A Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2021A Bonds.

Prospective purchasers of the Series 2021A Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2021A Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service (the "IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development

districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers, (ii) add undue complexity to the federal tax laws, or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2021A Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that, despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there are not yet enough qualified electors residing in the District to transition the Board of Supervisors to a resident-elected Board of Supervisors. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to,

eminent domain, ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX D – FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2021A Bonds. Owners of the Series 2021A Bonds are advised that if the IRS does audit the Series 2021A 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 2021A Bonds may have limited rights to participate in such procedure. The Indenture does not provide for any adjustment to the interest rates borne by the Series 2021A Bonds in the event of a change in the tax-exempt status of the Series 2021A Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021A Bonds could adversely impact both liquidity and pricing of the Series 2021A Bonds in the secondary market.

#### **Tax Treatment of Original Issue Discount**

Under the Code, the difference between the maturity amount of the Series 2021A Bonds maturing on \_\_\_\_\_ 1, 20\_\_ through and including \_\_\_\_\_ 1, 20\_\_ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondowners of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bond.

## **Tax Treatment of Bond Premium**

The difference between the principal amount of the Series 2021A Bonds maturing on \_\_\_\_\_ (collectively, the "Premium Bonds"), and the initial offering price to the public, (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity, and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District has not previously issued any bonds or other indebtedness and is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

## **VALIDATION**

The Series 2021A Bonds are a portion of the Bonds that were validated by a Final Judgment of the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida, entered on May 18, 2021. The period during which an appeal can be taken has expired with no appeal being taken.

## **LITIGATION**

### **District**

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2021A Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization nor existence of the District, nor the title of the present members of the Board has been challenged.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In the opinion of District Counsel, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Series 2021A Trust Estate or the ability of the District to pay the Series 2021A Bonds from the Series 2021A Trust Estate.

## **Landowners**

In connection with the issuance of the Series 2021A Bonds, the Landowners will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Landowners, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein or materially and adversely affect the ability of the Landowners to perform their respective obligations described in this Limited Offering Memorandum.

## **CONTINUING DISCLOSURE**

### **General**

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the SEC (the "Rule"), the District, the Landowners and PFM Group Consulting LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District and the Landowners have each covenanted for the benefit of the Owners of the Series 2021A Bonds to provide to the Dissemination Agent certain financial information and operating data relating to the District, the Development and the Series 2021A Bonds (the "Reports"), and to provide notices of the occurrence of certain enumerated material events. Such covenants by the District and the Landowners shall only apply so long as the Series 2021A Bonds remain Outstanding under the Indenture or so long as the District or the Landowners remain an "obligated person" pursuant to the Rule.

The Reports will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2021A Bonds. With respect to the Series 2021A Bonds, no parties other than the District and the Landowners are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the Rule. The foregoing covenants have been made in order to assist the Underwriter in complying with the Rule.

### **District Continuing Compliance**

Since this is the first bond issuance of the District, the District has not previously entered into any continuing disclosure undertakings as an obligated person during the past five (5) years.



## **Landowners Continuing Compliance**

Neither Vistera Associates nor Border Road have previously entered into any continuing disclosure undertakings as an obligated person during the past five (5) years.

## **UNDERWRITING**

The Underwriter has agreed, pursuant to a contract entered into with the District, subject to certain conditions, to purchase the Series 2021A Bonds from the District at a purchase price of \$\_\_\_\_\_ (representing the par amount of the Series 2021A Bonds of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_ and plus/less an original issue premium/discount of \$\_\_\_\_\_). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2021A Bonds if any are purchased.

The Underwriter intends to offer the Series 2021A Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2021A Bonds to certain dealers (including dealers depositing the Series 2021A Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

## **LEGALITY FOR INVESTMENT**

The Act provides that the Series 2021A Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required for voluntary statutory deposits.

## **LEGAL MATTERS**

The Series 2021A 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 Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2021A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Landowners by their counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its

opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

## **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2021A Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

## **FINANCIAL STATEMENTS**

The general-purpose financial statements of the District for the Fiscal Year ended September 30, 2020, included in this Limited Offering Memorandum have been audited by Grau & Associates, independent certified public accountants, as stated in their report appearing in APPENDIX F. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided as publicly available documents. The auditor was not requested to, nor did they, perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein. The District has covenanted in the form of Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District Fiscal Year ended September 30, 2021. The Series 2021A Bonds are not general obligation bonds of the District and are payable solely from the Series 2021A Trust Estate. See "CONTINUING DISCLOSURE" herein.

## **EXPERTS AND CONSULTANTS**

The references herein to AM Engineering, LLC, as District Engineer, have been approved by said firm. The Engineer's Report prepared by such firm has been included as composite APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the Series 2021 Project or the CIP or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to PFM Financial Advisors LLC, as Financial Advisor, have been approved by said firm. The Assessment Report prepared by such firm has been included as composite APPENDIX B attached hereto in reliance upon such firm as an

expert in developing assessment methodologies. References to and excerpts herein from such Assessment Report do not purport to be adequate summaries of such Assessment Report or complete in all respects. Such Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

### **DISCLOSURE OF MULTIPLE ROLES**

Prospective Bondholders should note that (a) PFM Group Consulting LLC serves as both District Manager and Dissemination Agent, responsible for the administrative operations of the District and performance of certain duties under the Disclosure Agreement attached hereto as APPENDIX E, and (b) Vogler Ashton, PLLC, Palmetto, Florida serves as both District Counsel and Counsel to the Landowners.

### **CONTINGENT AND OTHER FEES**

The District has retained Bond Counsel, District Counsel, the Financial Advisor, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2021A Bonds. Except for the payment of fees to District Counsel and the Financial Advisor, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2021A Bonds.

### **NO RATING OR CREDIT ENHANCEMENT**

No application for a rating or credit enhancement on the Series 2021A Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2021A Bonds had application been made.

### **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2021A Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility 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 expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District, the Landowners or the Development from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2021A Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2021A Bonds that there has been no material adverse change in the information provided.

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This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: Pete Williams  
Its: Chairman

**APPENDIX A**  
**ENGINEER'S REPORT**

**APPENDIX B**  
**ASSESSMENT REPORT**

## **APPENDIX C**

### **FORMS OF MASTER INDENTURE AND FIRST SUPPLEMENTAL INDENTURE**



**APPENDIX D**

**FORM OF OPINION OF BOND COUNSEL**

## **APPENDIX E**

### **FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX F**

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT  
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

**EXHIBIT D**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

## CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "Disclosure Agreement"), dated as of [Closing Date], is executed and delivered by **LAUREL ROAD COMMUNITY DEVELOPMENT DISTRICT** (the "District"), **VISTERA ASSOCIATES, LLC**, a Florida limited liability company and **BORDER ROAD INVESTMENTS, LLC**, a Florida limited liability company (together, the "Landowners"), and **PFM GROUP CONSULTING LLC**, a Delaware limited liability company (the "Dissemination Agent"), and joined in by the Disclosure Representative and the Trustee (each as hereinafter defined), in connection with the issuance by the District of its \$[A-1 Amount] Capital Improvement Revenue Bonds, Series 2021A-1 and its \$[A-2 Amount] Capital Improvement Revenue Bonds, Series 2021A-2 (together, the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of December 1, 2021, as supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2021 (together, the "Indenture"), each between the District and U.S. Bank National Association, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other considerations contained herein, the District and the Landowners covenant and agree as follows:

1. **Purpose of Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the District and the Landowners for the benefit of the Owners of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule"). The District and the Landowners understand and acknowledge that 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 or a governmental regulatory agency that the Rule requires the District or the Landowners to provide additional information, the District and the Landowners, as applicable, 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 District, 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 District, 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 ascribed in the Rule or, to the extent not in conflict with the Rule, in the Indenture. Capitalized terms used in this Disclosure Agreement unless otherwise defined herein shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 3(a) hereof.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" shall mean the financial statements (if any) of the District 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)(B) of the Rule and specified in Section 3(a) hereof.

"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 Bond for federal income tax purposes.

"Business Day" shall mean a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent 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.

"Development" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall appoint from time to time, with notice to the Dissemination Agent, as the person responsible for providing information to the Dissemination Agent, and (b) as to any entity other than the District while it is an Obligated Person, the individual 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.

"District Manager" shall mean the person or entity serving as District Manager from time to time. As of the date hereof, PFM Group Consulting LLC is the District Manager.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule and accessible through its web portal located at <http://emma.msrb.org>.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum, dated [BPA Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) hereof.

"MSRB" shall mean 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 the Bonds, other than providers of municipal bond insurance, letters of credit, or other liquidity facilities, which person(s) shall include the District and the Landowners or any other landowner in the District, while the Landowners or such other landowner is the owner of lands within the District responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Report" shall mean any Quarterly Report provided by the Landowners, its successors or assigns, or any other Obligated Person other than the District, as described in Sections 5 and 6 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"State" shall mean the State of Florida.

### **3. Content of Annual Reports.**

(a) The Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes:

- (i) the amount of Assessments levied for the most recent Fiscal Year;
- (ii) the amount of Assessments collected from property owners during the most recent Fiscal Year;
- (iii) if available, the amount of Assessment delinquencies greater than 150 days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;
- (iv) if available, the amount of tax certificates sold for lands within the District subject to the Assessments, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year;
- (v) the balances in all funds, accounts and subaccounts for the Bonds. If requested by the Owners, the District shall provide any Owners and the

Dissemination Agent with this information more frequently than annually and within thirty (30) days of the written request of the Owners;

- (vi) the total amount of Bonds Outstanding;
- (vii) the amount of principal and interest due on the Bonds in the current Fiscal Year;
- (viii) the most recent Audited Financial Statements of the District; and
- (ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

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. Any or all of the items listed above may be incorporated by reference from other documents, including offering documents of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final offering document, it must be available from the MSRB or EMMA. The District shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

#### **4. Provision of Annual Reports.**

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than May 1<sup>st</sup> after the close of the District's Fiscal Year (the "Annual Filing Date"), commencing with the Fiscal Year ended September 30, 2021, in an electronic format as prescribed by a Repository. 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 3(a) hereof; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report, and may be submitted up to, but no later than, 270 days after the close of the District's Fiscal Year or consistent with State law as amended from time to time. If applicable law changes the District's Fiscal Year from the period commencing on October 1 and ending on September 30 of the next succeeding year, the District shall cause the Dissemination Agent to give notice of such change in the same manner as for a Listed Event under Section 7(a). The Dissemination Agent shall file the Annual Report and the Audited Financial Statements with each Repository promptly upon receipt.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the District of its undertaking to provide the Annual Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure



Representative of the District, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

#### **5. Content of Quarterly Reports.**

(a) The Landowners, until their obligations hereunder have been terminated pursuant to Section 9 hereof, shall prepare a Quarterly Report no later than thirty (30) days after the end of each calendar quarter, commencing with the calendar quarter ending March 31, 2022; provided, however, that so long as either of the Landowners is a reporting company, such thirty (30) days shall be extended to the date of filing of its respective 10K or 10Q, if later, as the case may be (each, a "Quarterly Receipt Date").

(b) Each Quarterly Report shall address the following information if such information is not otherwise provided pursuant to subsection (c) of this Section 5:

(i) a description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) the percentage of the infrastructure financed by the Bonds that has been completed;

(iii) the number of single-family homes planned on property subject to the Assessments;

(iv) the number of single-family homes closed with retail end users to the knowledge of the Landowners and to the extent such information is made available to the Landowners;

(v) the number of single-family homes under contract with retail end users to the knowledge of the Landowners and to the extent such information is made available to the Landowners;

(vi) the number of single-family lots under contract with builders;

- (vii) the number of single-family lots closed with builders;
- (viii) the estimated date of complete build-out of residential units in the Development;
- (ix) any bulk sale by the Landowners of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;
- (x) the status of development approvals for the Development;
- (xi) materially adverse changes or determinations to permits or approvals for the Development which necessitate changes to the Landowners' land use or other plans for the Development that would affect property subject to the Assessments;
- (xii) updated plan of finance of the Landowners (i.e., status of any credit enhancement, issuance of additional bonds to complete project, mortgage debt, etc.);
- (xiii) any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Landowners' ability to undertake the Development as described in the Limited Offering Memorandum; and
- (xiv) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repositories or the SEC. The Landowners shall clearly identify each other document so incorporated by reference.

(d) If the Landowners sell, assign or otherwise transfer ownership of real property in the Development subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Landowners hereby agree to require such third party to comply with the disclosure obligations of the Landowners hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Landowners involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, and 9 hereof, the term "Landowners" shall be deemed to include each of the Landowners and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Landowners remain an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Landowners from its obligations hereunder.

## **6. Provision of Quarterly Reports.**

(a) The Landowners shall provide a Quarterly Report which contains the information in Section 5(b) hereof to the Dissemination Agent no later than the Quarterly Receipt Date for such Quarterly Report. Within thirty (30) days of the Quarterly Receipt

Date, the Dissemination Agent shall file the Quarterly Report provided to it by the Landowners with each Repository (the "Quarterly Filing Date").

(b) If on the seventh (7<sup>th</sup>) day prior to each Quarterly Receipt Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Receipt Date, the Dissemination Agent shall contact the Landowners by telephone and in writing (which may be by e-mail) to remind the Landowners of its undertaking to provide the Quarterly Report pursuant to Sections 5 and 6 hereof. Upon such reminder, the Landowners shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Landowners will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided.

(c) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) hereof by 12:00 noon on the first Business Day following each Quarterly Receipt Date, a Listed Event described in Section 7(a)(xv) shall have occurred and the District and the Landowners hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the District. The Dissemination Agent shall promptly file such notice following the applicable Quarterly Receipt Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Landowners and the District certifying that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

## **7. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 7, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice with the Repository of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the events described in items (xv) or (xvi) below, which notice shall be given in a timely manner:

(i) principal and interest payment delinquencies on the Bonds;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves 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) ratings changes†;

(xii) bankruptcy, insolvency, receivership or similar event of any Obligated Person. For the purposes of event (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the 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 Obligated Person;

(xiii) appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xiv) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an 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;

(xv) failure to provide any Annual Report or Quarterly Report as required under this Disclosure Agreement that contains, in all material respects, the

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\* There is no credit enhancement for the Bonds as of the date hereof.

† The Bonds are not rated as of the date hereof.

information required to be included therein under Sections 3(a) or 5(b) hereof, respectively;

(xvi) any amendment to the accounting principles to be followed by the District in preparing its financial statements;

(xvii) incurrence of a financial obligation of the District 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 District or Obligated Person, any of which affect security holders, if material; and

(xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or Obligated Person, any of which reflect financial difficulties.

For the purposes of (xvii) and (xviii) above, "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii). The term financial obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(b) Each Obligated Person shall notify the District of the occurrence of a Listed Event described in Sections 7(a)(x), (xii), (xiv), (xv), (xvii) or (xviii) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the District to comply with its obligations under this Section 7.

8. **Identifying Information.** In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operating data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the District;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. **Termination of Disclosure Agreement.** The District's obligations hereunder shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District, or if the Rule is repealed or no longer in effect. The Landowners' obligations hereunder shall terminate at

the earlier of the legal defeasance, prior redemption or payment in full of the Bonds or such time as the Landowners are no longer an Obligated Person. If such termination occurs prior to the final maturity of the Bonds, the District and/or the Landowners shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. **Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall be the Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District or the Landowners pursuant to this Disclosure Agreement.

11. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the District, the Landowners and the Dissemination Agent may amend this Disclosure Agreement or any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, 6 or 7(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District and/or the Landowners, or the type of business conducted; and

(b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel to the District expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

Notwithstanding the foregoing, the District, the Landowners and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and the Landowners, as applicable, shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District or the Landowners, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 11, the District may amend this Disclosure Agreement in accordance with this Section 11 without the consent of the Landowners, provided that no amendment to the provisions of Sections 5 and 6 hereof may be made without the consent of the Landowners as long as the Landowners are an Obligated Person.

12. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the District or the Landowners 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, Quarterly Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District or the Landowners choose to include any information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District or the Landowners shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report or notice of occurrence of a Listed Event.

13. **Default.** In the event of a failure of the District, the Landowners, the Disclosure Representative of the District, a Disclosure Representative of an Obligated Person or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) 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 mandate or specific performance by court order, to cause the District, the Landowners, the Disclosure Representative of the District, a Disclosure Representative of an Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. 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 District, the Landowners, the Disclosure Representative of the District, a Disclosure Representative of an Obligated Person or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. **Duties of District, Landowners and Dissemination Agent.** The District and the Landowners each represent and warrant 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 and the Landowners each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Landowners, 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, the Landowners, or others as thereafter disseminated by the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. Notwithstanding anything to the contrary herein, the District shall have no responsibility for any information provided by the Landowners or others in connection with the Quarterly Reports or to cause the Quarterly Reports to be provided by the Landowners.

15. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the District, the Landowners, the Dissemination Agent, the Participating Underwriter, the Trustee and Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law.** This Disclosure Agreement shall be governed by the laws of the State and Federal law and venue shall be in any state or federal court having jurisdiction in Sarasota County, Florida.

18. **Dissemination Agent's Right to Information; Trustee Cooperation.** The District and the Landowners agree that the Dissemination Agent is a bona fide agent of the District and the Landowners and may receive, on a timely basis, any information or reports it requests that the District and the Landowners are required to provide hereunder. The District directs the Trustee to deliver to the Dissemination Agent, at the expense of the District, any information or reports that the Dissemination Agent requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.

19. **Binding Effect.** This Disclosure Agreement shall be binding upon each party and upon each successor and assignee of each party and shall inure to the benefit of, and be enforceable by, each party and each successor and assignee of each party.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the undersigned have executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**LAUREL ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Consented and Agreed to by:

**PFM GROUP CONSULTING LLC**, and its  
successors and assigns, as Disclosure  
Representative

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

Joined by **U.S. BANK NATIONAL  
ASSOCIATION**, as Trustee, for purposes of  
Sections 13, 15 and 18 only

**PFM GROUP CONSULTING LLC**,  
as initial Dissemination Agent

By: \_\_\_\_\_  
Amanda Kumar, Vice President

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

**VISTERA ASSOCIATES, LLC**,  
a Florida limited liability company

**BORDER ROAD INVESTMENTS, LLC**,  
a Florida limited liability company

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

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

**EXHIBIT A**

**NOTICE TO REPOSITORIES  
OF FAILURE TO FILE [ANNUAL][QUARTERLY] REPORT**

Name of District:           Laurel Road Community Development District

Obligated Person(s):       Laurel Road Community Development District (the "District")  
                                  Vistera Associates, LLC and Border Road Investments, LLC  
                                  (together, the "Landowners")

Name of Bond Issue:       \$[A-1 Amount] Capital Improvement Revenue Bonds, Series  
                                  2021A-1 and \$[A-2 Amount] Capital Improvement Revenue Bonds,  
                                  Series 2021A-2

Date of Issuance:           [Closing Date]

CUSIPs:                     [\_\_\_\_\_]

**NOTICE IS HEREBY GIVEN** that the [District has] [Landowners have] not provided [an Annual] [a Quarterly] Report with respect to the above-named Bonds as required by [Section 4] [Section 6] of the Continuing Disclosure Agreement, dated [Closing Date], among the District, the Landowners and the Dissemination Agent named therein. The [District has] [Landowners have] advised the undersigned that it anticipates that the [Annual] [Quarterly] Report will be filed by \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

cc: [District] [Landowners]  
      Obligated Person(s)  
      Participating Underwriter

**EXHIBIT E**

**NOT TO EXCEED COSTS OF ISSUANCE BUDGET**