DPFG Management & Consulting, LLC

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Agenda Package

Regular Meeting

Date & Time:
Thursday
February 24, 2022
11:30 a.m.

Location:
17555 Sawgrass Bay Blvd
Clermont, Florida

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves
Community Development District

DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 208
Lake Mary FL 32746
(321) 263-0132 Ext. 738

Board of Supervisors
Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, February 24, 2022** at **11:30 a.m.** at the **Amenity Center located at 17555 Sawgrass Bay Blvd, Clermont FL.**

Residents have the option of calling into the meeting via Teams, with the following dial-in info:

Phone Number: +1 904-348-0776
Phone Conference ID: 862 156 243#

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Larry Krause
Larry Krause
District Manager

cc: Attorney
Engineer
District Records

District: **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, February 24, 2022
Time: 11:30 AM
Location: Avalon Groves Amenity Center,
17555 Sawgrass Bay Blvd,
Clermont, FL 34714

Phone Number: +1 904-348-0776
Phone Conference ID: 862 156 243#
(*6 Mute/Unmute)

Agenda

Note: For the full agenda package, please contact asaletto@dpfgmc.com

I. Roll Call

II. Audience Comments (Limited to three minutes on agenda items)

III. Administrative Matters

A. Steadfast Environmental – Waterway Inspection — Exhibit 1
B. DPFG Field Inspection Report — Exhibit 2
C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 28, 2021 — Exhibit 3
D. Consideration for Acceptance - The January 22 Unaudited Financial Report — Exhibit 4
E. Ratification of Easement Agreement — Exhibit 5
F. Ratification of Acquisition of Serenoa Phase 1 and 2 Improvements
G. Ratification of Pinel and Carpenter Appraisal Invoice - $1,250.00 — Exhibit 6

IV. **Audit Committee Meeting**

A. Open Audit Committee Meeting
B. Ranking of Audit Proposals
   1. Summary and Criteria Evaluation — Exhibit 7
   2. DiBartolomeo, McBee, Hartley & Barnes, PA — Exhibit 8
C. Audit Committee's Recommendations for Auditor Services
D. Close Audit Committee Meeting

V. Business Matters

A. Consideration for Acceptance the Audit Committee's Recommendation for Auditor
B. Presentation of the Memorandum to District Manager and District Engineer Regarding Stormwater Reporting Requirements — Exhibit 9

V. Business Matters (continued)

C. Consideration of **Resolution 2022-04, Authorizing Conveyances** — Exhibit 10

D. Consideration of **Resolution 2022-05, Amended and Restated Resolution for Prompt Payment Policies** — Exhibit 11

E. Consideration of ASAP Pressure Cleaning Proposal - $7,780.60 — Exhibit 12

F. Consideration of **Resolution 2022-06, Designating Officers** — Exhibit 13

G. Consideration of Matters regarding Assessment Area Four (Edgemont Parcel) Financing

1. Consideration of Bond Financing Team Funding Agreement — Exhibit 14
2. Presentation of Appraisal Report — Exhibit 15
3. Presentation of Engineer's Report — Exhibit 16
4. Presentation of Assessment Report — Exhibit 17
5. Consideration of **Resolution 2022-07**, Declaring Special Assessments — Exhibit 18
6. Consideration of **Resolution 2022-08**, Delegated Award Resolution — Exhibit 19
7. Consideration of **Resolution 2022-09**, Setting Hearing on Uniform Method of Collection — Exhibit 20
8. Acquisition of Area Four Improvements

H. Consideration of Steadfast Environmental Pond Fountain Maintenance Proposal - $3,000.00/yr. — Exhibit 21

I. Discussion of HOA Bulletin Board at Village 1 Mailboxes

J. Discussion of RFP for District Engineer

VI. Staff Reports

A. District Manager

B. District Counsel

1. Update Regarding Pacific Ace Extension Project

C. Amenity Manager

VII. Audience Comments (New Business)

VIII. Supervisors Requests

IX. Adjournment

EXHIBIT 1

STEADFAST
ENVIRONMENTAL



Avalon Groves CDD Aquatics

Steadfast Environmental, LLC
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastAlliance.com

Kevin Riemensperger

2/10/2022 8:29 AM

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Site: 35







Comments:
Great condition. Aside from a small area of decaying filamentous algae, the pond's surface is clear. The bank is free of nuisance grasses.

Site: 34







Comments:
There are sparse patches of filamentous algae along the perimeter. These are scattered but reach out as far as 5 feet. Treatment will be applied during the next visitation to resolve this light bloom.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Site: 39







Excellent condition. Routine maintenance and monitoring will continue.

Site: 26







Comments:

Excellent condition.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Site: 27







Excellent condition.

Site: 37







Good condition. The shoreline is free of nuisance grasses, though subsurface vegetation and some algae is present. Treatment for both will be applied during the next maintenance event.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Site: 26







Excellent condition. No algae or shoreline grasses whatsoever.

Site: 25







Excellent condition. The shoreline is free of nuisance vegetation, end he dark, tannin-laden water hosts no surface filamentous algae. There are minor amounts of subsurface algae normal for a healthy pond.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Site: 24







Excellent condition.

Site: 30







The majority of the pond's surface is clear, though a consistent ring of filamentous algae runs along the water's edge. Algae which has been left on the bank due to the receding water level is dead. This will be treated during the next visit.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com

Management Summary

January and February have brought with them increasingly cold temperatures for winter; and with the exception of a few events, rainfall has been minimal to none which contributes to decreased water levels increased decay times for surface algae once treated. Residents may notice this algae that sticks around longer between treatment events, This is a direct result of stagnant water conditions and cold ambient temperatures. Once treated, algae will turn brown, and eventually white as it decays, a sign of it's successful treatment. Though, as the season progresses, we are seeing a return of higher temperatures; the primary cause for algal blooms.

Technicians on-site are currently providing both reactive and proactive treatment to the growth. If any algal activity is found to be actively growing around the shoreline and shallow areas it is immediately targeted with algaecides. Ponds which historically (in our experience) produce algal activity are pre-treated with algaecides even if none are present in an effort to get ahead of the growth.

Most ponds were in excellent condition on this most recent visit; free of algae and with pristine sandy shorelines. Ponds 30, 34, & 37 were those experiencing algae activity in some form, these localized blooms were most likely brought on by the recent resurgence of higher daytime temperatures. This will be treated during the next maintenance event, with maximum results from treatment will typically be evident within 7-10 days; though this may be extended due to the lack of weather assisted breakup.

Recommendations / Action Items

Target algae along the shoreline, especially in those ponds experiencing local blooms.

Continue to suppress nuisance growth along exposed shoreline areas.

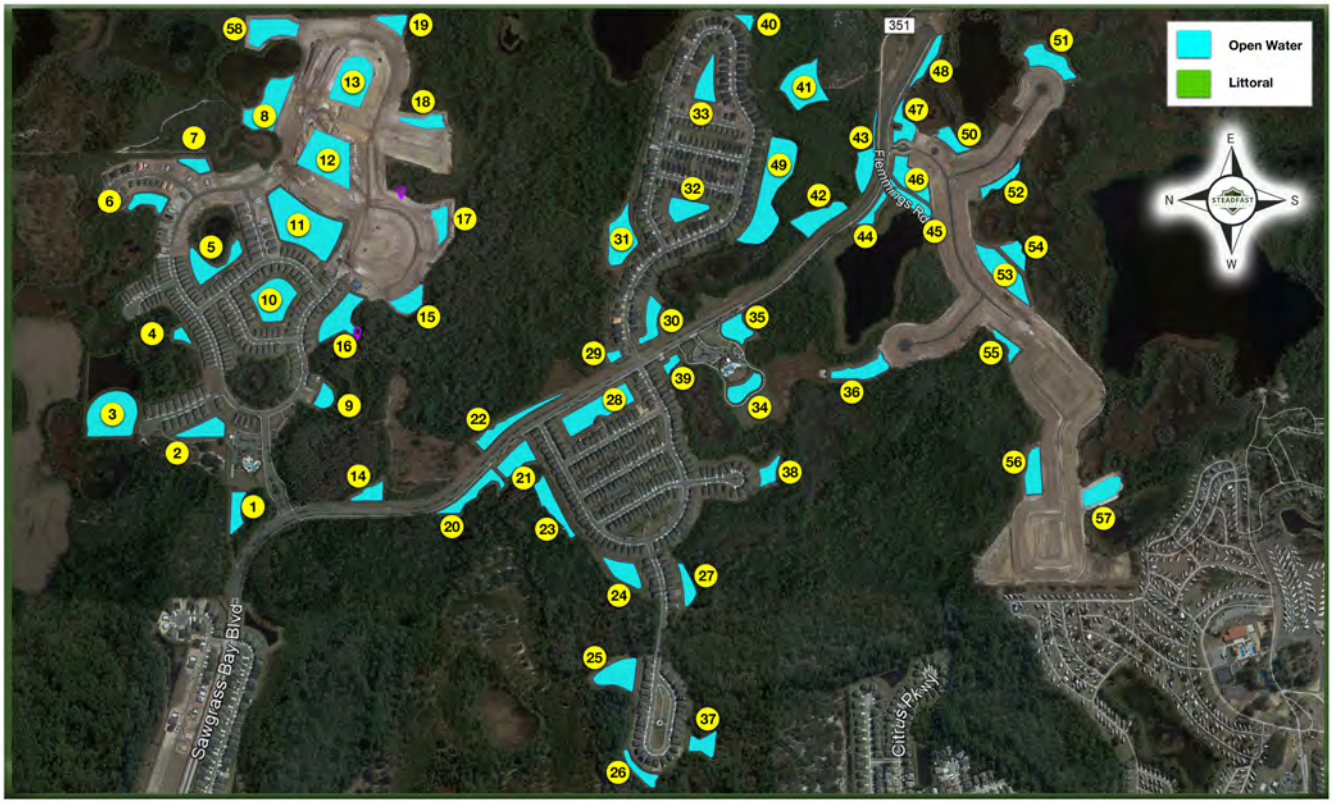
Thank you for choosing Steadfast Environmental!

STEADFAST
ENVIRONMENTAL

Avalon Groves CDD

Sawgrass Bay Boulevard, Clermont

Gate Code:



Steadfast Environmental, LLC
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastAlliance.com

EXHIBIT 2

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

FEBRUARY 2022
FIELD INSPECTION REPORT

TABLE OF CONTENTS

Landscape:

- **Entrances**
- **Tot Lot**
- **Dog Park**
- **Fencing/Painting**
- **Miscellaneous Items**
- **Maintenance Map**



ENTRANCES

Ponds, Landscaping and Roadways along the community entrance look clean and well maintained, though there is some dry grass in places that may need to be addressed.







TOT LOT

Tot Lot looks clean and well-kept.

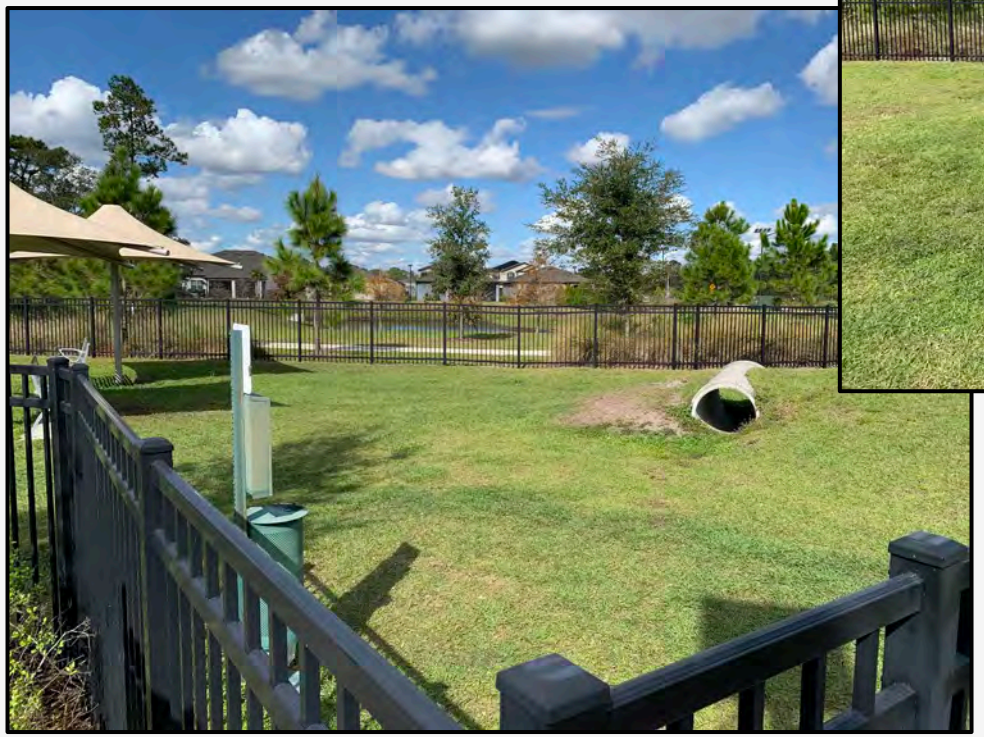




Dog Park

These pictures show the condition of the Dog Park at the Amenity Center.







Fencing Along Sawgrass Bay Blvd.

Brown wood fencing throughout community may be due to be painted.





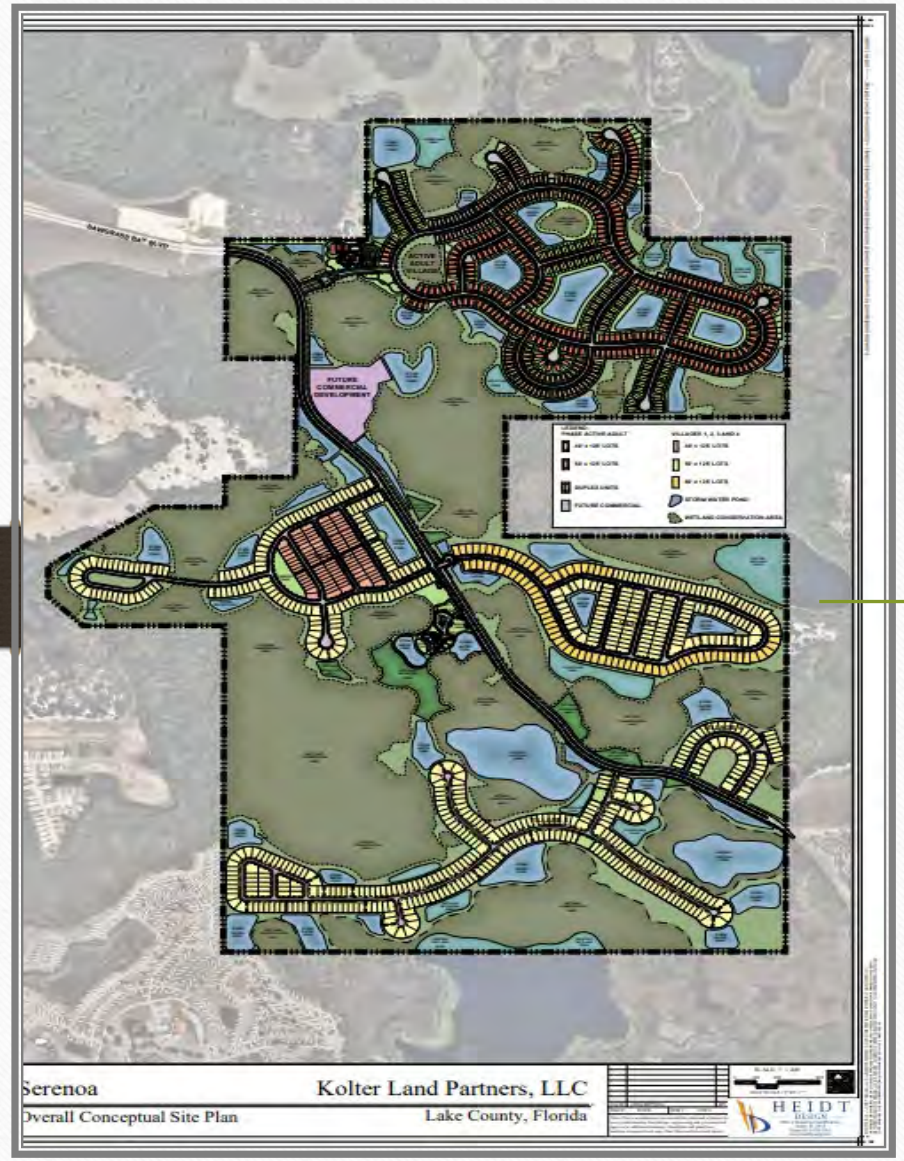


Miscellaneous Items

Roadway terminus at Sawgrass Bay Blvd.







MAINTENANCE MAP

EXHIBIT 3

MINUTES OF MEETING

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, October 28, 2021 at 11:30 a.m., at the Avalon Groves Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714, with Zoom Conference Call available.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cleveland called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Candice Smith	Board Supervisor, Vice Chairwoman
Brad Walker	Board Supervisor, Assistant Secretary
Jon Seifel	Board Supervisor, Assistant Secretary

Also present were:

Chris Cleveland	District Manager, DPFG Management and Consulting
Jere Earlywine *(via phone)*	District Counsel, KE Law
Dana Bryant	Yellowstone
Kyla Semino	Evergreen Lifestyles

The following is a summary of the discussions and actions taken at the October 28, 2021 Avalon Groves CDD Board of Supervisors regular meeting.

SECOND ORDER OF BUSINESS – Audience Comments

An audience member relayed information on a neighbor's poor interaction with Yellowstone staff, and Mr. Cleveland stated that this had been addressed with Yellowstone, who had sent an email he forwarded to the homeowner.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Exhibit 1: Steadfast Environmental – Waterway Inspection

Ms. Smith noted a request that had been sent to District Counsel for drafting an approval letter for dewatering into Pond 3, in response to a request from DR Horton.

B. Exhibit 2: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held September 23, 2021

> On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on September 23, 2021 for the Avalon Groves Community Development District.

C. Consideration for Acceptance – The September 2021 Unaudited Financial Report

Mr. Cleveland stated that the financial report had come in on the day of the meeting and that he would distribute it to the Board. No action was taken by the Board on this item.

D. Exhibit 3: Presentation of the October Field Operations Report

Ms. Smith stated that a proposal to paint the hardscape elements was needed. The Board discussed paint color for the monuments around Sawgrass Blvd. The Board discussed vegetation options for the HOA to handle planting.

FOURTH ORDER OF BUSINESS – Audit Committee Meeting

A. Open Audit Committee Meeting

> On a MOTION by Mr. Walker, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board opened the Audit Committee Meeting for the Avalon Groves Community Development District.

B. Exhibit 4: Review of RFP and Evaluation Criteria

C. Authorization to Proceed with Publication of RFP

D. Scheduling of Next Meeting Date – December 23, 2021

Mr. Audit Committee Meeting date to be rescheduled to January 2022.

> On a MOTION by Mr. Walker, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the request for proposals and evaluation criteria for auditor services, for the Avalon Groves Community Development District.

E. Close Audit Committee Meeting

> On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board closed the Audit Committee Meeting for the Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS – Business Matters

A. Exhibit 5: Consideration of **Resolution 2022-01**, Waiving Meeting Notice

Mr. Earlywine commented on the cost savings from the reduction of the meeting notice requirement to one annual notice.

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-01**, Waiving Meeting Notice, for the Avalon Groves Community Development District.

B. Exhibit 6: Consideration of **Resolution 2022-02**, Changing Registered Agent

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-02**, Changing Registered Agent, for the Avalon Groves Community Development District.

C. Exhibit 7: Consideration of **Resolution 2022-03**, Designating Officers

Mr. Cleveland stated that this would designate Mac McGaffney as Assistant Treasurer for the CDD.

> On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adopted **Resolution 2022-03**, Designating Officers, for the Avalon Groves Community Development District.

SIXTH ORDER OF BUSINESS – Audience Comments – New Business

Audience comments were heard on out-of-date flag signs, a pond easement for Yellowstone Landscaping, weeds around the pond banks, and a buffer zone in the back of the neighborhood.

SEVENTH ORDER OF BUSINESS – Staff Reports

A. District Manager

Mr. Cleveland suggested that the December meeting would most likely be cancelled.

B. District Counsel

Mr. Earlywine commented on project completion and the engineer from Heidt completing a stormwater report per new statutory provisions.

C. Amenity Manager

No report was provided by the Amenity Manager. Supervisor comments were made regarding pressure washing needs in the community, particularly on sidewalks due to algae and dirt, and discussion ensued regarding developing a schedule and sharing responsibility with the HOA.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Mr. Cleveland asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Walker made a motion to adjourn the meeting.

On a MOTION by Mr. Walker, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adjourned the meeting for the Avalon Groves Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on January 27, 2022.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

EXHIBIT 4

Avalon Groves
Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
January 31, 2022

Avalon Groves Community Development District
Balance Sheet
Unaudited
January 31, 2022

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	2019	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	CIP 2019	TOTAL
ASSETS:										
CASH	$ 1,388,365	$ -	$ -	$ -	$ -	$ -	$ 20	$ -	$ -	$ 1,388,385
INVESTMENTS:										
REVENUE FUND	-	5,509	21,121	1	60,238	-	-	-	-	86,869
CAP INTEREST	-	0	0	0	0	-	-	-	-	1
DS RESERVE	-	175,720	520,077	-	105,306	-	-	-	-	801,103
COST OF ISSUANCE	-	-	-	-	13,160	-	-	-	-	13,160
PREPAYMENT ACCOUNT	-	0	113,511	0	-	-	-	-	-	113,511
SINK FUND ACCT (AA2)	-	0	1	-	0	-	-	-	-	1
ACQ. & CONST. 2017 (AA1)	-	-	-	-	-	0	-	-	-	0
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	-		-	-	-
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	1	57,982	-	57,982
ACQ. & CONST. 2019	-	-	-	-	-	-	-	-	1,175	1,175
PREPAID ITEMS	500	-	-	-	-	-	-	-	-	500
DUE FROM GF	-	86,590	496,681	-	206,282	-	-	-	-	789,552
ON ROLL - RECEIVABLE ASSMT.	7,781	1,516	8,697	-	3,612	-	-	-	-	21,607
ACCOUNTS RECEIVABLE	993	-	-	-	-	-	-	-	-	993
DEPOSITS	541	-	-	-	-	-	-	-	-	541
TOTAL ASSETS	**$ 1,398,180**	**$ 269,336**	**$ 1,160,087**	**$ 1**	**$ 388,598**	**$ 0**	**$ 21**	**$ 57,982**	**$ 1,175**	**$ 3,275,381**
LIABILITIES:										
ACCOUNTS PAYABLE	$ 5,114	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,114
ACCRUED EXPENSES	-	-	-	-	-	-	-	-	-	-
DUE TO DEBT SERVICE	958,052	-	-	-	-	-	-	-	-	958,052
DUE TO CONSTRUCTION	-	-	-	-	-	-	-	-	-	-
ON ROLL - DEFERRED REVENUE	7,781	1,516	8,697	-	3,612	-	-	-	-	21,607
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-	-
										-
FUND BALANCE:										
										-
NONSPENDABLE:										
PREPAID AND DEPOSITS	541	-	-	-	-	-	-	-	-	541
ASSIGNED:										-
OPERATING RESERVES	-	-	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-	-	-
UNASSIGNED:	426,692	267,820	1,151,390	1	384,986	0	21	57,982	1,175	2,290,066
TOTAL LIABILITIES & FUND BALANCE	**$ 1,398,180**	**$ 269,336**	**$ 1,160,087**	**$ 1**	**$ 388,598**	**$ 0**	**$ 21**	**$ 57,982**	**$ 1,175**	**$ 3,275,381**

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending November 30, 2021

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
ON ROLL ASSESSMENTS	$ 452,138	150,713	$ 444,357	$ 293,644
DEVELOPER FUNDING OFF ROLL	189,607	63,202	47,097	(16,106)
DEVELOPER FUNDING				
MISCEALLANEOUS REVENUE			200	
LOT CLOSINGS			17,472	
TOTAL REVENUES	**641,745**	**213,915**	**509,125**	**277,539**
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,000	10,667		10,667
BANK FEES	150	50		50
AUDITING	3,000	2,750		2,750
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	4,000	1,333	1,894	(560)
ENGINEERING SERVICES	12,000	4,000	1,100	2,900
LEGAL SERVICES	25,000	8,333	7,737	597
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	2,015	-
MISCELLANEOUS (appraisal, etc.) (Validation Fee)	500	167		167
BOS MEETING	2,000	667		667
TOTAL GENERAL ADMINISTRATIVE	**80,840**	**29,490**	**12,920**	**16,570**
INSURANCE				
INSURANCE	8,339	7,900	7,847	53
TOTAL INSURANCE	**8,339**	**7,900**	**7,847**	**53**
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	8,000	(3,000)
ARBITRAGE REBATE	1,500	1,500		1,500
TRUSTEE FEES	10,500	10,500		10,500
TOTAL DEBT ADMINISTRATION	**17,000**	**17,000**	**8,000**	**9,000**
UTILITIES				
UTILITIES-ELECTRICITY	6,000	2,500	2,191	309
STREETLIGHTS	150,000	50,000	88,500	(38,500)
UTILITY CONTINGENCY	30,000	10,000	8,345	1,655
TOTAL UTILITIES	**186,000**	**62,500**	**99,036**	**(36,536)**
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	42,796	14,265	10,934	3,332
LANDSCAPE MAINTENANCE	246,000	82,000	108,133	(26,133)
LANDSCAPE - REPLENISHMENT	15,000	15,000	3,059	11,941
WETLAND MITIGATION & MAINTENANCE	32,000	20,800	9,550	11,250
FIELD MANAGEMENT	6,000	2,000	2,000	-
FIELD CONTINGENCY	2,770	923	23,776	(22,853)
HARDSCAPE REPAIRS & MAINT.	5,000	1,667		1,667
BUILDOUT CONTINGENCY	-	-		-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	**349,566**	**136,655**	**157,452**	**(20,796)**
INTEREST EXPENSE			-	
TOTAL EXPENDITURES	**641,745**	**253,545**	**285,255**	**(31,710)**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**-**	**(39,630)**	**223,870**	**263,500**
FUND BALANCE - BEGINNING	-	-	203,362	-
FUND BALANCE - ENDING	**$ -**	**$ (39,630)**	**$ 427,232**	**$ 263,500**

Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2021 Ending November 30, 2021

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 185,149	74,060	$ 86,590	$ 12,530
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	7	7
LESS: DISCOUNT ASSESSMENTS (4%)	(7,406)	(7,406)	-	7,406
LOT CLOSINGS	-	-	2,937	2,937
TOTAL REVENUE	**177,743**	**66,654**	**89,534**	**22,880**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,406	-	-	-
INTEREST EXPENSE				
NOVEMBER 1, 2021	64,231	64,231	64,531	(300)
MAY 1, 2022	65,231	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	40,000	-	-	-
TOTAL EXPENDITURES	**176,868**	**64,231**	**64,531**	**(300)**
EXCESS REVENUE OVER (UNDER) EXPEND.	880	2,423	25,003	23,180
TRANSFER IN			19,859	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	222,958	222,958
FUND BALANCE - ENDING	**$ 880**	**$ 2,423**	**$ 267,820**	**$ 246,139**

Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2021 Ending November 30, 2021

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 560,625	224,250	$ 496,681	$ 272,431
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	25	25
MISCELLANEOUS REVENUE	(22,425)	(23,302)	-	23,302
PREPAYMENT	-	-	-	-
TOTAL REVENUE	**538,200**	**200,948**	**496,706**	**295,758**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	22,425	-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	200,766	200,766	203,722	(2,956)
MAY 1, 2021	203,722	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	110,000	-	-	-
TOTAL EXPENDITURES	**536,913**	**200,766**	**203,722**	**(2,956)**
EXCESS REVENUE OVER (UNDER) EXPEND.	1,290	182	292,984	298,714
TRANSFER IN			10,317	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	848,090	848,090
FUND BALANCE - ENDING	**$ 1,290**	**$ 182**	**$ 1,151,390**	**$ 1,146,803**

Avalon Groves Community Development District
SERIES 2017A-2 (AA2)
For The Period Starting October 1, 2021 Ending November 30, 2021

	ACTUAL YEAR-TO-DATE
I. REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL	
INTEREST	0
LESS: DISCOUNT ASSESSMENTS (4%)	-
TOTAL REVENUE	**0**
II. EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	-
INTEREST EXPENSE	-
MAY 1, 2019	-
NOVEMBER 1, 2019	-
PRINCIPAL PREPAYMENT	-
MAY 1, 2019	-
TOTAL EXPENDITURES	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	0
TRANSFER IN	
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1
FUND BALANCE - ENDING	**$ 1**

Avalon Groves Community Development District
SERIES 2019
For The Period Starting October 1, 2021 Ending November 30, 2021

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 228,906	91,562	$ 206,282	$ 114,719
LOT CLOSINGS DR HORTON			6,997	
INTEREST	-	-	9	9
LESS: DISCOUNT ASSESSMENTS (4%)	(9,156)	(9,156)	-	9,156
MISC. REVENUE	-	-	-	-
TOTAL REVENUE	**219,750**	**82,406**	**213,287**	**123,884**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	9,156	-	-	-
INTEREST EXPENSE			-	
			-	
NOVEMBER 1, 2021	69,888	69,888	70,976	(1,088)
MAY 1, 2022	69,888	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	70,000	70,000	65,000	5,000
TOTAL EXPENDITURES	**218,932**	**139,888**	**135,976**	**3,912**
EXCESS REVENUE OVER (UNDER) EXPEND.	820	(57,482)	77,311	119,972
TRANSFER IN				
TRANSFER OUT			(30,175)	
FUND BALANCE - BEGINNING		-	337,851	337,851
FUND BALANCE - ENDING	**$ 820.00**	**$ (57,482)**	**$ 384,986**	**$ 457,823**

Avalon Groves Community Development District

Construction In Progress (AA1)

Statement of Revenue, Expenditures And Changes In Fund Balance

For The Period Starting October 1, 2021 Ending November 30, 2021

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	-
TOTAL REVENUES	-
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	-
TOTAL EXPENDITURES	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	**$** -

Avalon Groves Community Development District

Construction In Progress A-1 (AA2)

Statement of Revenue, Expenditures And Changes In Fund Balance

For The Period Starting October 1, 2021 Ending November 30, 2021

	ACTUAL YEAR-TO-DATE
REVENUES	
NET PROCEEDS	$ -
INTEREST	-
TOTAL REVENUES	-
EXPENDITURES	
CONSTRUCTION IN PROGRESS	-
TRUSTEE FEES	-
TOTAL EXPENSE	-
TOTAL EXPENDITURES	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	21
FUND BALANCE - ENDING	**$ 21**

Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending November 30, 2021

	ACTUAL YEAR-TO-DATE
REVENUES	
DEVELOPER FUNDING	-
INSURANCE CLAIM	$ -
INTEREST	910
TOTAL REVENUES	**910**
EXPENDITURES	
REQUISITIONS	52,063
TRUSTEE FEES	-
TOTAL EXPENSE	**52,063**
TOTAL EXPENDITURES	**52,063**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(51,153)**
TRANSFER IN	2,998
TRANSFER OUT	-
FUND BALANCE - BEGINNING	106,137
FUND BALANCE - ENDING	**$ 57,982**

Avalon Groves Community Development District
Construction In Progress 2019
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending November 30, 2021

	ACTUAL YEAR-TO-DATE
REVENUES	
DEVELOPER FUNDING	$ -
INSURANCE CLAIM	-
INTEREST	0
TOTAL REVENUES	**0**
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	**-**
TOTAL EXPENDITURES	**-**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**0**
TRANSFER IN	119
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,056
FUND BALANCE - ENDING	**$ 1,175**

Avalon Groves Community Development District
Bank Reconciliation
January 31, 2022

		BU
Balance Per Bank Statement	$	1,459,294.81
Less: Outstanding AP Checks		(70,910.14)
Adjusted Bank Balance	**$**	**1,388,384.67**
Beginning Bank Balance Per Books	$	1,242,529.35
Deposits & Interest		242,802.19
Cash Disbursements		(96,946.87)
Balance Per Books	**$**	**1,388,384.67**

Avalon Groves CDD
Check Register
Operating Account
FY 2021

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
9/30/2021		**EOY**	**Balance**	**-**	**-**	**209,415.56**
10/01/2021	1486	Yellowstone Landscape	Landscape Maintenance		16,174.99	193,240.57
10/01/2021	1488	Innersync	ADA Website Compliance 10/1/21 - 9/30/22		1,515.00	191,725.57
10/02/2021	ACH100221-1	SECO Energy	17650 Sawgrass Bay Blvd 8/13 - 9/15		42.79	191,682.78
10/02/2021	ACH100221-2	SECO Energy	17052 Basswood Lane 8/13 - 9/15		39.20	191,643.58
10/02/2021	ACH100221-3	SECO Energy	17325 Sawgrass Bay Blvd 8/13 - 9/15		467.74	191,175.84
10/02/2021	ACH100221-4	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 8/13 - 9/15		39.35	191,136.49
10/08/2021	1489	Orlando Sentinel	Legal Ads 9/15 & 9/18 - Classifieds Listings		546.25	190,590.24
10/11/2021	1490	DPFG MANAGEMENT AND CONSULTING, LLC	Field Operation Services: August		500.00	190,090.24
10/11/2021	1491	KE Law Group, PLLC			1,623.15	188,467.09
10/18/2021	1492	DEPT OF ECONOMIC OPPORTUNITY	FY 2021/2022 Special District Fee Invoice/Update Form		175.00	188,292.09
10/20/2021	1493	Egis Insurance Advisors, LLC	Insurance FY 10/1/21 - 10/1/22 Policy # 100121288		7,847.00	180,445.09
10/27/2021	1494	Steadfast Environmental, LLC	Pond Maintenance November 2021		2,733.41	177,711.68
10/28/2021	1495	Yellowstone Landscape	Landscape Maintenance		16,174.98	161,536.70
10/31/2021				**0.00**	**47,878.86**	**161,536.70**
11/01/2021	ACH110121-1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 8/25 - 9/22		1,913.49	159,623.21
11/01/2021	ACH110121-2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 8/25 - 9/22		52.74	159,570.47
11/01/2021	ACH110121-3	Utilities, Inc. of Florida	Goldcrest Loop Playground 8/25 - 9/22		12.38	159,558.09
11/01/2021	1496	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Nov 2021		500.00	159,058.09
11/02/2021	ACH110221-1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 9/15 - 10/14		34.57	159,023.52
11/02/2021	ACH110221-2	SECO Energy	17325 Sawgrass Bay Blvd 9/15 - 10/14		413.63	158,609.89
11/02/2021	ACH110221-3	SECO Energy	17052 Basswood Lane 9/15 - 10/14		34.36	158,575.53
11/02/2021	ACH110221-4	SECO Energy	17650 Sawgrass Bay Blvd 9/15 - 10/14		40.41	158,535.12
11/04/2021	1497	DPFG MANAGEMENT AND CONSULTING, LLC			4,500.00	154,035.12
11/04/2021			Deposit	200.00		154,235.12
11/08/2021	1498	KE Law Group, PLLC			683.50	153,551.62
11/09/2021	1499	Yellowstone Landscape	Landscape Maintenance		393.50	153,158.12
11/12/2021			Deposit	8,692.39		161,850.51
11/16/2021			Deposit	13,820.05		175,670.56
11/18/2021			Deposit	48,236.95		223,907.51
11/23/2021	1500	Yellowstone Landscape	Landscape Maintenance		1,637.72	222,269.79
11/29/2021	1502	Recovered Energy Technologies			88,500.00	133,769.79
11/29/2021	1503	Steadfast Environmental, LLC	Pond Maintenance December 2021		2,733.41	131,036.38
11/30/2021	ACH113021-1	Utilities, Inc. of Florida	Goldcrest Loop Playground 9/22 - 10/21		12.34	131,024.04
11/30/2021	ACH113021-2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 9/22 - 10/21		53.68	130,970.36
11/30/2021	ACH113021-3	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 9/22 - 10/21		1,953.60	129,016.76
11/30/2021				**70,949.39**	**103,469.33**	**129,016.76**
12/01/2021	ACH120121-1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 10/14 - 11/11		33.48	128,983.28
12/01/2021	ACH120121-2	SECO Energy	17325 Sawgrass Bay Blvd 10/14 - 11/11		396.78	128,586.50
12/01/2021	ACH120121-3	SECO Energy	17052 Basswood Lane 10/14 - 11/11		33.28	128,553.22
12/01/2021	ACH120121-4	SECO Energy	17650 Sawgrass Bay Blvd 10/15 - 11/11		37.28	128,515.94
12/01/2021	1501	Yellowstone Landscape	Landscape Maintenance		16,174.99	112,340.95
12/03/2021	1504	GeoPoint Surveying, Inc.	light poles 48		1,100.00	111,240.95
12/03/2021	1506	ASAP Pressure Cleaning LLC	Pressure Cleaning		2,231.60	109,009.35
12/06/2021	1507	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Dec 2021		500.00	108,509.35
12/06/2021	1508	Heidt Design	Engineering Services		6,952.15	101,557.20
12/06/2021	1509	Lake County, FL	Publication Fees		1,438.81	100,118.39
12/06/2021			Deposit	907,951.15		1,008,069.54
12/13/2021			Deposit	203,786.44		1,211,855.98
12/14/2021	1510	Orlando Sentinel	Legal Ads 11/8/21 Classifieds Listings		455.01	1,211,400.97
12/20/2021	1511	Yellowstone Landscape	Landscape Maintenance		1,027.50	1,210,373.47
12/21/2021	1512	DPFG MANAGEMENT AND CONSULTING, LLC	Prof mgmt svcs		4,000.00	1,206,373.47
12/23/2021	Wire122321	Pinel & Carpenter, Inc.	Retainer for professional services		2,700.00	1,203,673.47
12/23/2021			Deposit	41,688.36		1,245,361.83
12/29/2021	122921ACH1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 10/22-11/22/21		2,169.54	1,243,192.29
12/29/2021	122921ACH2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 10/22-11/22/21		46.30	1,243,145.99
12/29/2021	122921ACH3	Utilities, Inc. of Florida	Goldcrest Loop Playground 10/22-11/22/21		12.34	1,243,133.65
12/31/2021	123121ACH1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 11/11-12/14/21		39.35	1,243,094.30
12/31/2021	123121ACH2	SECO Energy	17325 Sawgrass Bay Blvd 11/11-12/14/21		473.42	1,242,620.88
12/31/2021	123121ACH3	SECO Energy	17052 Basswood Lane 11/11-12/14/21		39.09	1,242,581.79
12/31/2021	123121ACH4	SECO Energy	17650 Sawgrass Bay Blvd 11/11-12/14/21		72.44	1,242,509.35
12/31/2021				**1,153,425.95**	**39,933.36**	**1,242,509.35**
01/03/2022	1513	Steadfast Environmental, LLC	Pond Maintenance Jan 2022		2,733.41	1,239,775.94
01/03/2022	1514	Yellowstone Landscape	Landscape Maintenance		16,174.98	1,223,600.96
01/04/2022	1515	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Jan 2022		500.00	1,223,100.96
01/07/2022			Deposit	230,687.48		1,453,788.44
01/13/2022	1517	ASAP Pressure Cleaning LLC	Pressure Cleaning		1,500.00	1,452,288.44
01/13/2022	1518	Yellowstone Landscape	Landscape Maintenance		5,011.09	1,447,277.35
01/13/2022			Deposit	12,114.71		1,459,392.06
01/25/2022	1516	Yellowstone Landscape	Landscape Maintenance		38,970.54	1,420,421.52
01/25/2022	1519	KE Law Group, PLLC			5,429.94	1,414,991.58
01/31/2022	013122ACH1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 11/22/21-12/23/21		2,080.47	1,412,911.11
01/31/2022	013122ACH2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 11/22/21-12/23/21		25.29	1,412,885.82
01/31/2022	013122ACH3	Utilities, Inc. of Florida	Goldcrest Loop Playground 11/22/21-12/23/21		12.75	1,412,873.07
01/31/2022	1520	BIO-TECH CONSULTING, INC.			5,600.00	1,407,273.07
01/31/2022	1521	Steadfast Environmental, LLC	Aquatic Maintenance February 2022		2,733.41	1,404,539.66
01/31/2022	1522	Yellowstone Landscape	Landscape Maintenance		16,174.99	1,388,364.67
01/31/2022				**242,802.19**	**96,946.87**	**1,388,364.67**

EXHIBIT 5

INSTRUMENT#: 2022008820 OR BK 5879 PG 2073 PAGES: 7 1/19/2022 2:43:20 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $61.00

This instrument was prepared by:

KE LAW GROUP
P.O. Box 6386
Tallahassee, Florida 32314

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 12th day of January, 2022, by and among **PULTE HOME COMPANY, LLC**, a Michigan limited liability company whose address for purposes hereof is 4901 Vineland Road, Suite 460, Orlando, Florida 32811 ("**Developer**"), the **SERENOA PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation whose address for purposes hereof is 2100 S Hiawassee Road, Orlando, Florida 32835 ("**Association**", together with Developer, "**Grantor**"), and the **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose address is c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community, as well as certain hardscape and landscape improvements located outside the gates on Tracts D-1 and D-2, as depicted on the plat entitled *Serenoa Lakes Phase 1,* recorded in Plat Book 74, Pages 65-75, of the Official Records of Lake County, Florida; and

WHEREAS, Developer reserved rights to grant easements on the certain real property located in Lake County, Florida, more particularly described in the plat entitled, *Serenoa Lakes Phase 1,* which is recorded in Plat Book 74, Pages 65-75, of the Official Records of Lake County, Florida ("**Phase 1 Plat**"), and *Serenoa Lakes Phase 2*, recorded in Plat Book 76, Pages 40-46 ("**Phase 2 Plat**" together with the Phase 1 Plat, "**Plats**"); and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to grant to Grantee easement rights to access and maintain the master drainage improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor hereby grants – to the extent of the Developer's and Association's respective interests, if any – to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

(a) The District shall have and is hereby granted a perpetual, non-exclusive easement across Tracts A-1 for the Plats and in order to construct, operate, maintain, repair and replace District improvements.
(b) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction and replacement by the District of drainage facilities located within Tract OS-1, but only to the extent Tract OS-1 is located behind lots, as depicted on the Phase 2 Plat.
(c) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled "Drainage and Utility Easement," "CDD Drainage Easement," and "Drainage Easement," as identified on the Plats.

3. **Inconsistent Use**. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default**. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement**. In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices**. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the

other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Lake County, Florida.

11. Public Records. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

By: _____
Name: Dave Hogan
Title: VP of Land

By: _____
Name: Shani Charles
Title: CDD/HOA Coordinator

PULTE HOME COMPANY, LLC

By: _____
Name: Aaron Strickland
Title: Director - Land Development

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27th day of January, 2022, by Aaron Strickland as Director of Land Dev of Pulte Home Company LLC, a Michigan limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

_____
NOTARY PUBLIC, STATE OF Florida
Name: Shani Nichol Charles
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

SHANI-NICHOL CHARLES
Notary Public
State of Florida
Comm# HH033277
Expires 8/17/2024

[Signatures continue on following page]

WITNESSES

By: Candice Smith
Name: Candice Smith
Title: Sec/Tres.

By: [signature]
Name: Bryon T LaPresle
Title:

SERENOA PROPERTY OWNERS ASSOCIATION, INC.

By: [signature]
Name: Greg Heath
Title: Vice President

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of January, 2022, by Greg Heath as V.P. of the Serenoa Property Owners Association, Inc., a Florida not for profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)
Notary Public State of Florida
Bryon T LaPresle
My Commission GG 919288
Expires 01/27/2024

Name: Bryon T. LaPresle
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

By: _____
Name: Bryon T. LoPreste
Title: _____

By: _____
Name: David Lopez
Title: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Vice Chairman
Title: Candice Smith

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12th day of JANUARY, 2022, by CANDICE SMITH as Vice Chairman of the Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* , on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)
Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Expires 01/27/2024

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT 6

PINEL & CARPENTER INCORPORATED
Real Estate Appraisers and Consultants

WALTER N. CARPENTER, JR., MAI, CRE
Cert Gen RZ1231
MARK G. CARPENTER, MAI
Cert Gen RZ935

Avalon Groves CDD
Attn: Chris Cleveland/DPFG
250 International Pkwy, Ste. 208
Lake Mary, FL 32746

Invoice Date: January 21, 2022
Invoice Number: 21-121
Client Number: 21121 0001
Tax Id# 59-1968215

For the professional services of Walter N. Carpenter, Jr., MAI, CRE and Chris P. Gantt in connection with preparation of an Appraisal Report of the Proposed Edgemont at Serenoa Subdivision Acquisition, a 39.97± acre site within Avalon Groves PUD located on the northeast side of Sawgrass Bay Boulevard, east of U.S. Highway 27, unincorporated Lake County, Florida.

FEE:	$3,950.00
Less Retainer:	($2,700.00)
Balance Due:	**$1,250.00**

PLEASE MAKE CHECK PAYABLE TO PINEL & CARPENTER, INC.

TERMS: FEES FOR SERVICES ARE DUE AND PAYABLE UPON RECEIPT. Past due accounts are charged 1.5% per month (18% per annum) service charge. Where collection is required debtor will pay all collection costs, attorney fees and court costs.

EXHIBIT 7

AVALON GROVES - AUDITOR EVALUATION

	FY 2021	FY 2022	FY 2023	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts	Understanding Scope of Work 20 Pts	Ability to Furnish Required Service 20 Pts	Price 20 Points	TOTAL POINTS
DMHB	$3,150	$3,250	$3,400						

EXHIBIT 8

Avalon Groves Community Development District

Proposer

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants

2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833

591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952

Contact:

Jim Hartley, CPA
Principal

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DMHB
DiBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Avalon Groves
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Avalon Groves Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➢ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria

- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews

- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

- ***Professional Staff Resources (Continued)***

  - Audits of franchise fees received from outside franchisees
  - Preparation of annual reports to the State Department of Banking and Finance
  - Audits of Internal Controls – Governmental Special Project
  - Assistance with Implementation of current GASB pronouncements

- ***Current and Near Future Workload***

  In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

- ***Identification of Audit Team***

  The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

  The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

  A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

  Jim Hartley, CPA – Engagement Partner (resume attached)
  Will assist in the field as main contact

  Jay McBee, CPA – Technical Reviewer (resume attached)

  Theresa Goldstein - Senior (resume attached)

  Staff – TBA

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 25 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 25 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall's Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 35 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 35 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Theresa Goldstein

Supervisor – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Theresa has over 15 years of public accounting experience and would serve as the supervisor for the Constitutional Officers. Her experience and training include:

- 15 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Theresa has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Theresa currently provides internal audit and consulting services to multiple agencies to assist in implementing and maintaining "best practice" accounting policies and procedures. Engagements include City of Port St. Lucie, St. Lucie County Fire District, Town of Sewall's Point, Town of Jupiter Island, Multiple CDD audits, Tradition CDD #1-10, Southern Groves CDD #1-6 and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Finance – University of Central Florida
- Masters of Business Administration with concentration in Accounting – Bryant College

Professional Affiliations

- Associate Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

- ***Governmental Audit Experience***

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

- ***Procedures for Ensuring Quality Control & Confidentiality***

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

- ***Independence***

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

- ***Independence (Continued)***

  - Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
  - ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
  - Chapter 21A-21, Florida Administrative Code
  - Section 473.315, Florida Statutes
  - Government Auditing Standards, issued by the Comptroller General of the United States

- ***Computer Auditing Capabilities***

  DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

  We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

  - Understand the computer control environment's effect on internal controls
  - Conclude on whether aspects of the environment require special audit attention
  - Make preliminary determination of comments for inclusion in our management letter

  This evaluation includes:

  - System hardware and software
  - Organization and administration
  - Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	**Jim Hartley**			√	**250-300**
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	**Mark Barnes**		√	√	**800**
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	**Jim Hartley**	√	√	√	**600**
Town of Jupiter Island Mike Ventura (772)-545-0104	2010		**Jim Hartley**	√			**200**
Town of Sewall's Point Pamela Walker (772) 287-2455	2010	√	**Jim Hartley**			√	**225**
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	**Jim Hartley**			√	**100**
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	**Jay McBee**				**60**
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	**Jay McBee**				**60**
Tradition Community Development District 1-10 Alan Mishlove,District Finance Manager (407)382-3256	2002 - current	√	**Jim Hartley**			√	**350**
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	**Jim Hartley**				**50**

TECHNICAL APPROACH

a. *An Express Agreement to Meet or Exceed the Performance Specifications.*

1. The audit will be conducted in compliance with the following requirements:

    a. Rules of the Auditor General for form and content of governmental audits
    b. Regulations of the State Department of Banking and Finance
    c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.

2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. A Tentative Schedule for Performing the Key phases of the Audit – proposed for FYE 2021and 2022

Audit Phase and Tasks	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
I. Planning Phase:							
Meetings and discussions with Avalon Groves Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
II. Detailed Audit Phase:							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
III. Closing Phase:							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
IV. Reporting Phase:							
Review or assist in preparation of financial statement for Avalon Groves Community Development District							
Prepare management letter and other special reports							
Exit conference with Avalon Groves Community Development District officials and management							
Delivery of final reports							

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Avalon Groves Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Avalon Groves Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE FOR EACH YEAR OF THE THREE YEARS

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Avalon Groves Community Development District for the three years as follows:

September 30, 2021	$ 3,150
September 30, 2022	$ 3,250
September 30, 2023	$ 3,400

EXHIBIT 9

MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research ("OEDR") recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District's Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.

- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the "background information" section and provide data on stormwater O&M expenditures, among other assistance.

- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.

- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

- Excel Workbook (stormwater needs analysis reporting template)
  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
  (last updated October 8, 2021)

- PDF Version for (essentially the same as the Excel workbook)
  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
  (last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A

MEMORANDUM

To: District Manager, District Engineer

From: District Counsel

Date: September 7, 2021

Subject: Wastewater Services and Stormwater Management Needs Analysis (Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

a) A detailed description of the facilities used to provide wastewater services.

b) The number of current and projected connections and residents served calculated in 5-year increments.

c) The current and projected service area for wastewater services.

d) The current and projected cost of providing wastewater services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

b) The number of current and projected residents served calculated in 5-year increments.

c) The current and projected service area for the stormwater management program or stormwater management system.

d) The current and projected cost of providing services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For <u>any</u> ~~a~~ competitive solicitation for construction services <u>paid for with any</u> ~~in which 50 percent or more of the cost will be paid from~~ state-appropriated funds ~~which have been appropriated at the time of the competitive solicitation~~, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation <u>to prevent a certified, licensed, or registered contractor,</u>

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subcontractor, or material supplier or carrier, from participating in the bidding process ~~that provides a preference~~ based upon:

(a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;

(b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or

(c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) "Public works project" means an activity exceeding $1 million in value that is ~~of which 50 percent or more of the cost will be~~ paid for with any ~~from~~ state-appropriated funds ~~that were appropriated at the time of the competitive solicitation~~ and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)~~(a)~~ Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or

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4. Recruit, train, or hire employees from a designated, restricted, or single source.

(c)~~(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that ~~who~~ is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

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(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

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Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

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methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

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TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, *etc.*) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.,* dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.,* the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in $1,000s (*e.g.,* five hundred thousand dollars should be reported as $500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.,* FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.,* Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

- Background Information
- Part 1
- Part 2
- Part 3
- Part 4
- Part 5
- Part 6
- Part 7
- Part 8
- Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- ☐ Northwest Florida Water Management District (NWFWMD)
- ☐ Suwannee River Water Management District (SRWMD)
- ☐ St. Johns River Water Management District (SJRWMD)
- ☐ Southwest Florida Water Management District (SWFWMD)
- ☐ South Florida Water Management District (SFWMD)

Indicate the type of local government:

- ☐ Municipality
- ☐ County
- ☐ Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
☐	☐	☐	☐	☐	☐	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
☐	☐	☐	☐	☐	☐	Water quality improvement (TMDL Process/BMAPs/other)
☐	☐	☐	☐	☐	☐	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
  - If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
  - If no, do you have another funding mechanism?
    - If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
  - If Yes:
    - How many years does the plan(s) cover?
    - Are there any unique features or limitations that are necessary to understand what the plan does or does not address?
    - Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
  - If Yes, does it include 100% of your facilities?
  - If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, *etc.* ?	
A stormwater ordinance compliance program (*i.e.,* for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, *etc.*)?	
A system for managing stormwater complaints?	

Other specific activities?

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.,* systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, *etc.* ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, *etc.* ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vactor trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, *etc.*)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, *etc.* ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (*i.e.,* wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, *etc.* :		
Number of chemical treatment systems (*e.g.,* alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (*e.g.,* operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- ☐ Asset management system
- ☐ GIS program
- ☐ MS4 permit application
- ☐ Aerial photos
- ☐ Past or ongoing budget investments
- ☐ Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.,* the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

Proceed to Part 5

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3… this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3… this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4… this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0… this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

	Expenditures (in $thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc* . Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.,* that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, *etc.*

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- ☐ Stormwater Master Plan
- ☐ Basin Studies or Engineering Reports
- ☐ Adopted BMAP
- ☐ Adopted Total Maximum Daily Load
- ☐ Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
  - Specify:
- ☐ Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?
  - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
  - If yes, please provide a link if available:
  - If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, *etc* . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.,* EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0

Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.

Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

Link to aggregated table to crosscheck category totals and uncategorized projects.

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type	**0**	**0**	**0**	**0**	**0**

EXHIBIT 10

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson, and other officers in the Chairperson's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chairperson or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept

and/or execute any such Conveyance Documents in the Chairperson's absence. The Vice Chairperson, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 24th day of February, 2022.

ATTEST**:**

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 11

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lake County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") has previously adopted the *Prompt Payment Policies and Procedures* ("Policies") to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* ("Amended Policies"), attached hereto as **Exhibit A,** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Amended Policies, attached hereto as **Exhibit A,** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 24th day of February, 2022.

ATTEST**:**

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Amended & Restated
Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes*

_____, 2022

Avalon Groves Community Development District
Amended and Restated Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the Avalon Groves Community Development District ("District") Amended and Restated Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice
An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone _____ / email: _____).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
    a. A complete item description
    b. Quantity purchased
    c. Unit price(s)
    d. Total price (for each item)
    e. Total amount of invoice (all items)
    f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
    a. Itemized description of services performed
    b. The location and date of delivery of the services to the District
    c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    d. Itemization of other direct, reimbursable costs (including description and amount)
    e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
        i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
        ii. Paid receipt
        iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**
   Avalon Groves Community Development District
   c/o _____
   _____
   _____
   Attn: District Manager

2. **Email Address**
   _____

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**
   Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. **Receipt of Improper Invoice**
   If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required**,** the time when payment is due from the District is forty-five (45) days from the latest date of the following:
   a. On which delivery of personal property is fully accepted by the District;
   b. On which services are completed and accepted by the District;
   c. On which the contracted rental period begins (if applicable); or
   d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. **Rejection of an Improper Invoice**
   The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

   The District's rejection of an Improper Invoice must:
   a. Be provided in writing;
   b. Specify any and all known deficiencies; and
   c. State actions necessary to correct the Improper Invoice.

   If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

   The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:
   i. Be provided in writing;
   ii. Specify any and all known deficiencies; and
   iii. State actions necessary to correct the Improper Invoice.

c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars ($10,000).

6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. **Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. **Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. **Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds $250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

EXHIBIT 12

Accept Decline

Estimate

Date: Dec 21, 2021
No. 3484

ASAP Pressure Cleaning LLC
5230 Land O Lakes Blvd #1279
Land O Lakes, FL 34639
(813) 501-2010 Office

Presented To:
DPFG Management
250 International Parkway
Lake Mary, FL 32746

Description of Service	Location	Qty	Each	Amount
Plank Fence - Clean: Includes cleaning to wood plank fence. Cleaning includes road side facing and back side of 4x plank fence located along Sawgrass Bay Blvd at both Goldcrest Loop entrances. Cleaning also includes stone columns connecting planks. 113 lin x 4 = 452 x 2 sides = 904 Total Linear ft.	Serenoa, Sawgrass Bay Boulevard; Four Corners, FL 34714	904	1.25	1,130.00
Plank Fence - Clean: Includes cleaning to wood plank fence. Cleaning includes road side facing and back side facing of 2x plank fence located at Serenoa Blvd entrance just off Sawgrass Bay Blvd. Cleaning also includes stone columns connecting planks. North @ 255 lin x 2 sides = 510 lin South @306 lin x 2 sides = 612 lin Total Linear ft. = 1122		1122	1.25	1,402.50
Plank Fence - Paint: Includes painting to 6x fence wood planks. Painting includes road side facing and back side facing of 6x fence. Locations below : - 1x North and 1x South side of Serenoa Blvd entrance just off Sawgrass Bay Blvd. - 2x along Sawgrass Bay Blvd at North Goldcrest Loop entrance. - 2x along Sawgrass Bay Blvd at South Goldcrest Loop entrance. Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage.		2026	1.85	3,748.10

- 2 coats. Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up.				
Monuments - Clean: Includes cleaning of 2x monuments located on North and South side Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way.		2	250.00	500.00
Monuments - Paint: Includes painting of 2x monuments located on North and South side Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way. Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage. - 2 coats. Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up.		2	500.00	1,000.00

Total 7,780.60

Thank you for allowing us the opportunity to present our service to you!

EXHIBIT 13

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avalon Groves Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Johanna Lee is appointed Treasurer.

SECTION 2. Larry Krause is appointed Secretary.

SECTION 3. Shirley Conley is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Treasurer, Secretary and Assistant Secretary; however, prior appointments by the Board for Chairman, Vice Chairman, and Assistant Secretary remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED** this 24th day of February, 2022.

ATTEST**:**

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 14

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement ("**Agreement**") is made and entered into this 24th day of February, 2022, by and between:

> **Avalon Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o DPFG, 250 International parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"), and
>
> **D.R. Horton, Inc.,** a Delaware corporation, and the developer of the lands in the District ("**Developer**") with a mailing address of 1341 Horton Circle, Arlington, Texas 76011.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, effective January 6, 2022, the boundaries of the District were amended by Ordinance No. 2021-53 of the Board of County Commissioners of Lake County, Florida, to include approximately 39.97 acres of land to those lands within the boundaries of the District ("**Expansion Parcel**"); and

WHEREAS, the District presently expects to issue bonds or other debt instruments ("**Bonds**") to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the Expansion Parcel ("**Assessment Area Four**"); and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work ("**Work**") necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District's issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

2. TERMINATION. Either party may terminate this Agreement in writing upon 10 days written notice.

3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Lake County, Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

D.R. HORTON, INC.

_____
By: _____
Its: _____

EXHIBIT 15

APPRAISAL REPORT OF

D.R. HORTON ACQUISITION
39.97± ACRES WITHIN
THE AVALON GROVES PUD
LOCATED ON THE NORTHEAST SIDE OF
SAWGRASS BAY BOULEVARD, EAST OF US HIGHWAY 27
UNINCORPORATED LAKE COUNTY, FLORIDA

PREPARED FOR

AVALON GROVES CDD BOARD OF SUPERVISORS
C/O MR. CHRIS CLEVELAND
DPFG MANAGEMENT AND CONSULTING
250 INTERNATIONAL PARKWAY, SUITE 208
LAKE MARY, FL 32746

DATE OF INSPECTION:	JANUARY 10, 2022
DATE OF VALUATION:	DECEMBER 30, 2021
DATE OF REPORT:	JANUARY 20, 2022

PREPARED BY

PINEL & CARPENTER, INC.

WALTER N. CARPENTER, JR., MAI, CRE
PRESIDENT
CERT GEN RZ1231

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PINEL & CARPENTER INCORPORATED
Real Estate Appraisers and Consultants

WALTER N. CARPENTER, JR., MAI, CRE
Cert Gen RZ1231
MARK G. CARPENTER, MAI
Cert Gen RZ935

January 20, 2022

Avalon Groves CDD Board of Supervisors
c/o Mr. Chris Cleveland
DPFG Management and Consulting
250 International Parkway, Suite 208
Lake Mary, Florida

RE: 39.97± Acres within The Avalon Groves PUD
Located on the northeast Side of
Sawgrass Bay Boulevard, East of U.S. Highway 27
Unincorporated, Lake County, Florida

Dear Mr. Cleveland:

As requested, we have completed an inspection and appraisal of the above referenced property. The subject property is located northeast of Sawgrass Bay Boulevard, east of U.S. Highway 27. This location is within an unincorporated area of Lake County, Florida, and is part of the larger Avalon Groves development. As of the date of value, the subject property consists of approximately 39.97± acres composed of 22.18± acres of uplands (55%) and 17.79± acres of wetlands (45%). The 39.97± acres are proposed for development of the 92-lot Edgemont at Serenoa subdivision.

The property is being appraised as of a retrospective date of December 30, 2021, based on the underlying land value as it existed prior to completion of advanced planning/ engineering being in place for the proposed subdivision (all of which was completed or partially completed as of the date of inspection). **Therefore, this appraisal is subject to the hypothetical condition that this valuation does not include the value benefit of advanced planning/engineering for the Edgemont at Serenoa subdivision, as of the date of valuation.**

The property being appraised is identified by both a legal and physical description within the following appraisal report.

The market value of the subject property, together with the necessary supporting data, are found in the attached appraisal report and accompanying Addendum.

CERTIFICATION OF VALUATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4) I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8) My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice.*

9) Walter N. Carpenter, MAI, and Chris Gantt of Pinel & Carpenter, Inc. have made a personal inspection of the property that is the subject of this report.

10) Chris Gantt of Pinel & Carpenter provided significant real property appraisal assistance to the person signing this certification. However, the results and opinions are my own.

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11) The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have/has completed the continuing education program of the Appraisal Institute.

As of the date of this report, I have/has completed the Standards and Ethics Education Requirement of the Appraiser Institute for Associate Members.

Based upon the conditions and contingencies as discussed in this letter of transmittal, as well as the definitions, assumptions and limiting conditions **(see hypothetical condition)**, it is our opinion and conclusion, the market value of the fee simple interest in the subject property as of December 30, 2021, was:

TWO MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

$2,575,000

Respectfully submitted,

PINEL & CARPENTER, INC.

Walter N. Carpenter, Jr., MAI, CRE
President
Cert Gen RZ1231

WNC/cpg
Attachments

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ADDENDUM

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39.97± GROSS ACRES WITHIN THE AVALON GROVES PUD
ON THE NORTHEAST SIDE OF SAWGRASS BAY BOULEVARD,
EAST OF U.S. HIGHWAY 27, UNINCORPORATED LAKE COUNTY, FLORIDA

GENERAL UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised as if free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable unless stated within the appraisal report. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.

11. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

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GENERAL UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS
(Contd.)

12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

14. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser and, in any event, only with proper written qualification and only in its entirety.

15. The appraiser herein by reason of this appraisal is not required to give further information consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

17. Sales data and information regarding land sales were abstracted from public records, from sales services, and from other sources. This information is assumed to be accurate and correct and was also verified with our sources.

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PROPERTY SPECIFIC CONDITIONS, CONTINGENCIES, AND ASSUMPTIONS

This appraisal was made subject to the following specific conditions and contingencies:

1) The property was appraised as if free and clear of any existing short and/or long-term leases on the land.

2) My valuation assumes there were no adverse encumbrances, encroachments, liens or restrictions against the subject parcel. Title is assumed to be good and marketable unless otherwise stated.

3) Exhibits within this report are included only to assist the reader in visualizing the subject parcels and supporting data. These are not to be relied upon as exact replications. Also, the flood zone information provided within this report is based upon my review of the National Flood Insurance Map and, as a result, I assume no responsibility for its accuracy.

4) We were not provided a survey of the subject property. We have relied upon a sketch, construction documents, as well as the Orange County Property Appraiser's information for the size of the subject property, as well as the breakdown between uplands and wetlands. Any indications to the contrary may subject this report to review and possible modification.

5) Sales data and information regarding land sales was abstracted from public records, from sales services, and from other sources. This information is assumed to be accurate and correct.

6) We were not provided with a topographical survey or a soil/subsoil analysis of the subject property. Since the discovery of any abnormal soil or subsoil conditions is beyond our area of expertise, we have assumed that the site will support future development. Any indications to the contrary will subject this appraisal to review and possible modification.

7) The 1985 amendment to Chapter 163, Florida Statutes, requires local governments to adopt Comprehensive Land Use Plans that must include adopted levels of service for seven types of public services and facilities: roads, mass transit, sanitary sewer, storm water, portable water, solid waste, and parks/recreation. Chapter 163 prohibits local governments from issuing development permits if the development's impact would cause levels of service to fall below the adopted levels. In other words, the availability of the public services must be concurrent with the impact of future development.

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ON THE NORTHEAST SIDE OF SAWGRASS BAY BOULEVARD,
EAST OF U.S. HIGHWAY 27, UNINCORPORATED LAKE COUNTY, FLORIDA

SUMMARY OF IMPORTANT CONCLUSIONS

OWNERSHIP AS OF VALUATION DATE:	D.R. Horton, Inc. 10192 Dowden Road Orlando, Florida 32832
PROPERTY ADDRESS:	Sawgrass Bay Boulevard, Unincorporated, Lake County, Florida 34714.
LOCATION:	The subject property is located northeast of Sawgrass Bay Boulevard, east of U.S. Highway 27, in an unincorporated area of Lake County, Florida. This location is within the larger Avalon Groves development.
DATE OF VALUATION:	December 30, 2021.
DATE OF REPORT:	January 18, 2022.
PROPERTY RIGHTS APPRAISED:	Fee simple interest.
LAND DATA:	The subject property consists of approximately 39.97± total gross acres composed of approximately 22.18± acres of uplands (55%) and 17.79± acres of wetlands (22%). The 39.97± gross acre subject property is proposed for development of the Edgemont at Serenoa subdivision which will consist of 92 single-family lots.
ZONING:	PUD, by Lake County.
FUTURE LAND USE:	Urban Low, by Lake County.

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SUMMARY OF IMPORTANT CONCLUSIONS
(Contd.)

HIGHEST & BEST USE:	Low Density Residential Development
OWNERSHIP/ TITLE HISTORY:	The subject's 39.97± acres were purchased by D.R. Horton, Inc. on December 30, 2021, for $2,375,000 (put under contract in mid-2019), reflecting an average price of $59,420 per gross acre and $107,078 per net acre, or $25,815 per unit based on the proposed 92 units. This sale was recorded in the Lake County Public Records under Book 5762, Page 1413.
HYPOTHETICAL CONDITION:	**This appraisal is subject to the hypothetical condition that this valuation does not include the value benefit of advanced planning/engineering for the Edgemont at Serenoa subdivision, as of the date of valuation.**

VALUATION INDICATORS:	Cost Approach:	N/A
	Income Approach:	N/A
	Sales Comparison Approach:	$2,575,000
FINAL VALUE ESTIMATE:		**$2,575,000**

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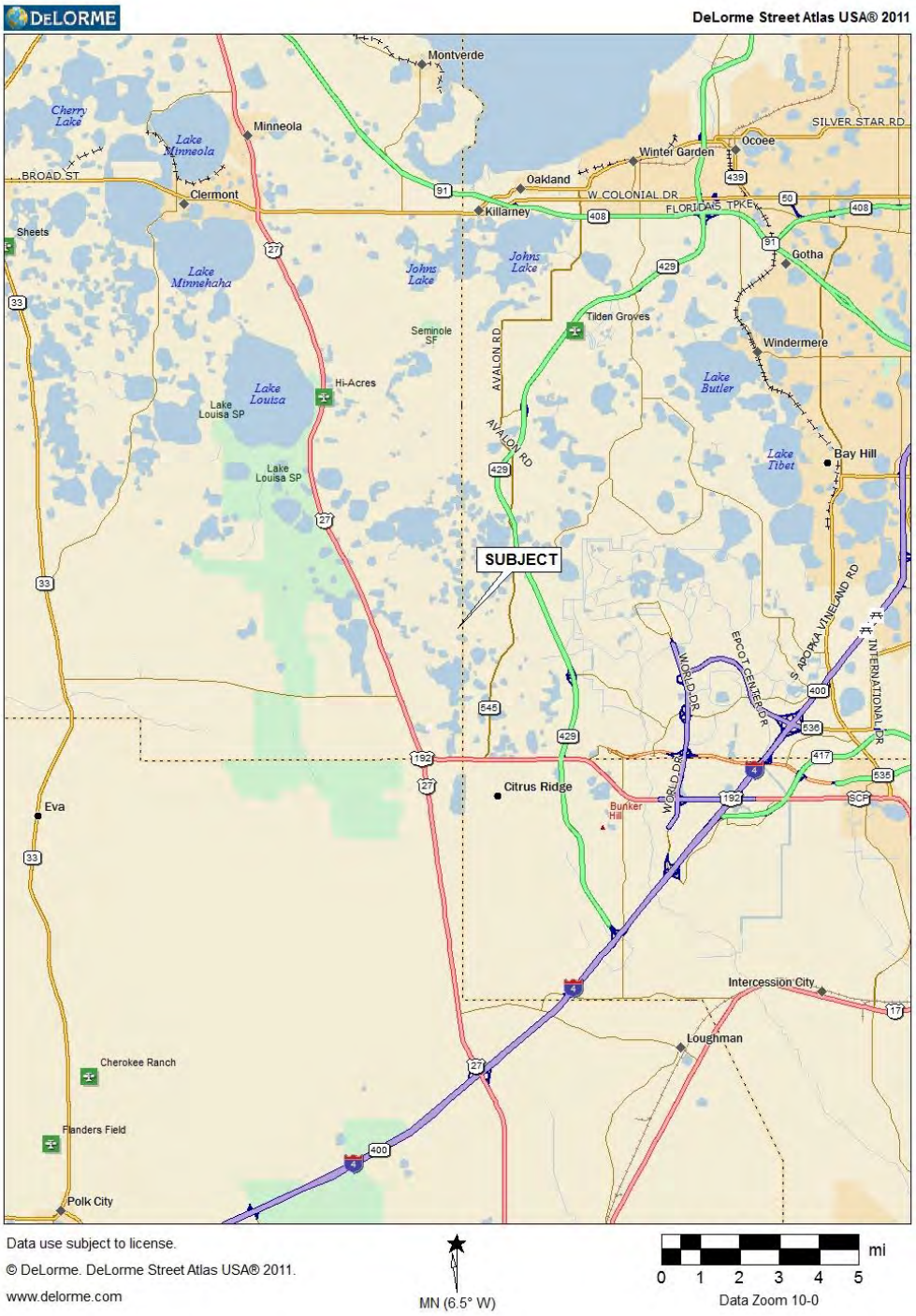
STATE MAP



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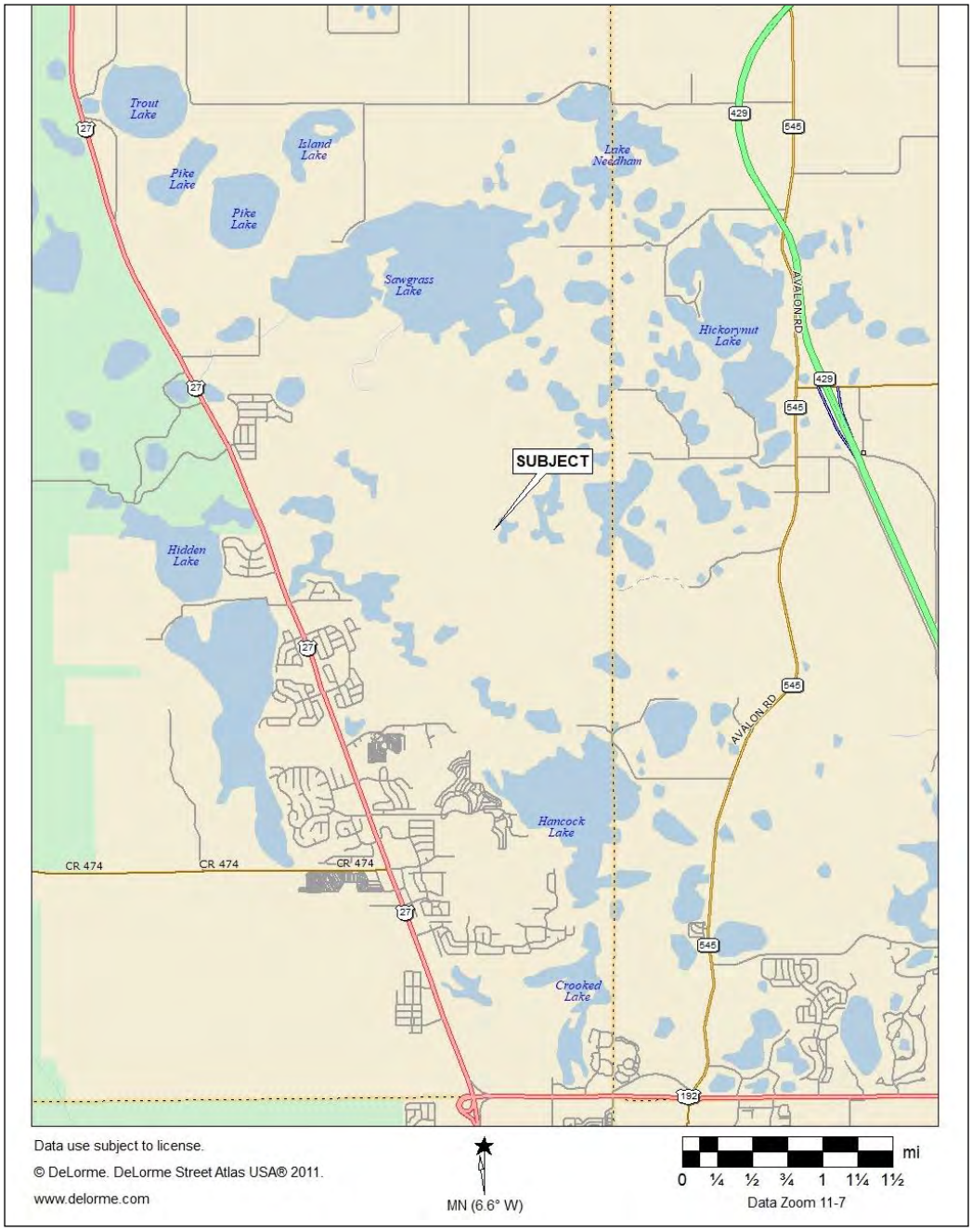
AREA MAP



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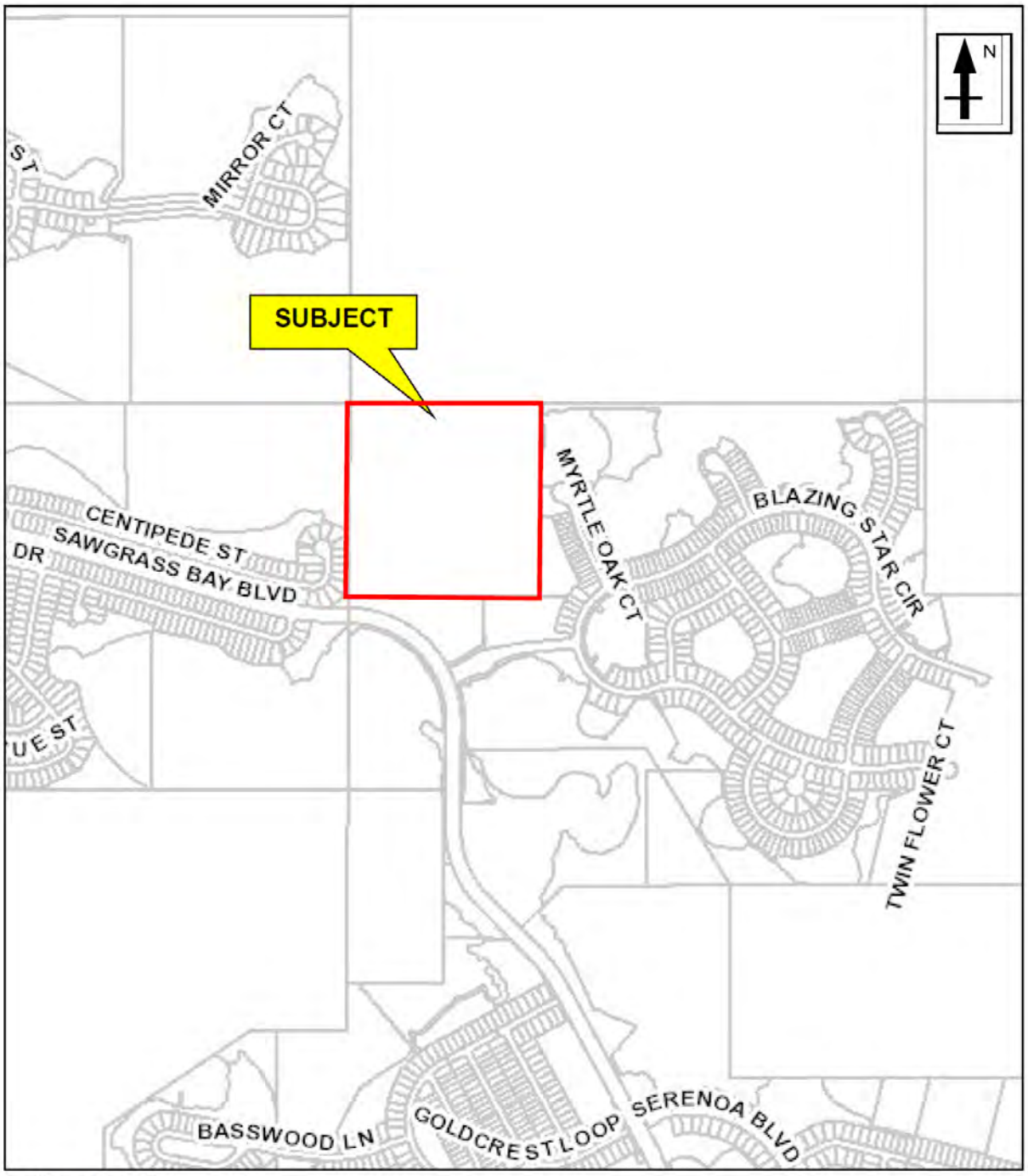
LOCATION MAP



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TAX MAP LOCATION



Approximate Representation
Source: Lake County Property Appraiser

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SUBJECT AERIAL

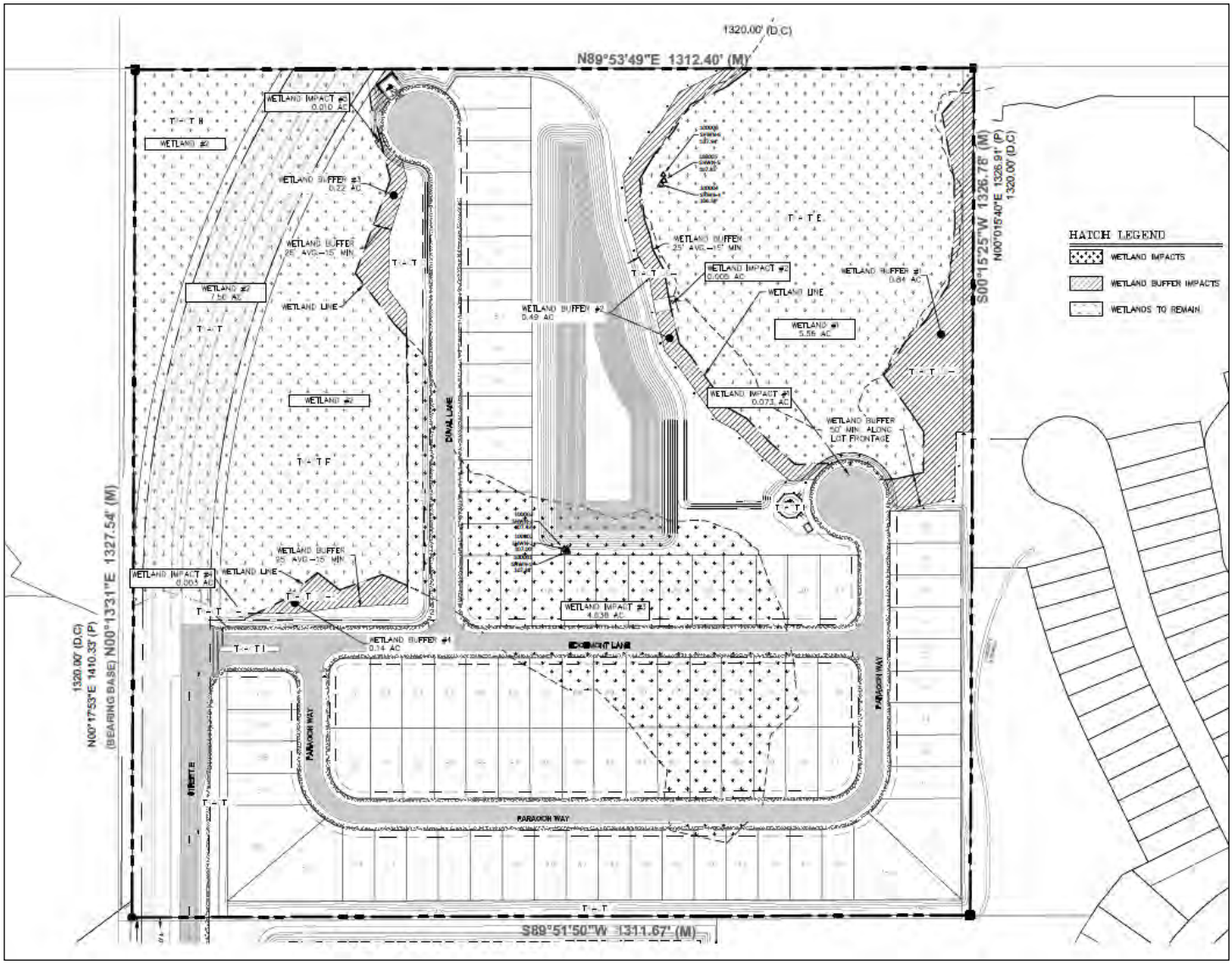


Approximate Representation
Source: Orange County Property Appraiser

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SUBJECT PROPOSED PLANS



Source: Final Engineering Plans for Edgemont, dated 6/24/20 by Madden Civil Engineers.

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SUBJECT PHOTOGRAPHS



View of the entrance to Sawgrass Bay Boulevard off U.S. Highway 27, which provides access to the subject property.



View of the intersection of Sawgrass Bay Boulevard and U.S. Highway 27.

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View looking east along Sawgrass Bay Boulevard, heading towards the subject.



View of the entrance to the subject looking northeast from Sawgrass Bay Blvd.

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View looking southwest across Sawgrass Bay Boulevard. The subject is behind you.



View looking northwest along Sawgrass Bay Boulevard. The subject is on your right.

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View looking southeast along Sawgrass Bay Boulevard. The subject is on your left.



View of the entrance to the neighboring Palms at Serenoa Subdivision by D.R. Horton, Phases 1 and 2, off Sawgrass Bay Boulevard.

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Secondary view of the entrance to the neighboring Palms at Serenoa Subdivision by D.R. Horton (Phases 1 and 2).

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DEFINITION OF MARKET VALUE

The current definition of market value can be stated as follows:

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> 1) Buyer and seller are typically motivated;
>
> 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
>
> 3) A reasonable time is allowed for exposure in the open market;
>
> 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: Department of Treasury, Office of Comptroller of the Currency, Board of Governors, The Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform and Enforcement Act of 1989 ("FIRREA") and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

DEFINITION OF HIGHEST AND BEST USE

Highest and best use may be defined as:

> The reasonably probable use of the property that results in the highest value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Source: The Appraisal of Real Estate, Fourteenth Edition, by the Appraisal Institute, 2013, page 332.

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DEFINITION OF PROPERTY RIGHTS APPRAISED - FEE SIMPLE ESTATE

Property rights appraised are those of the unencumbered fee simple interest of ownership. According to *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, by the Appraisal Institute,

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

LOCATION

The subject property is located on the northeast side of Sawgrass Bay Boulevard, east of U.S. Highway 27. This location is within an unincorporated area of Lake County, Florida, and is part of the larger Avalon Groves development.

THREE-YEAR OWNERSHIP AND TITLE HISTORY

The subject's 39.97± acres were purchased by D.R. Horton, Inc. on July 27, 2021, for $2,375,000 (put under contract in mid-2019), reflecting an average price of $59,420 per gross acre and $107,078 per net acre, or $25,815 per unit based on the proposed 92 units. This sale was recorded in the Lake County Public Records under Book 5762, Page 1413.

LEGAL DESCRIPTION

The following page shows the current legal description for the 39.97± acre subject property.

EXHIBIT A

The Northwest ¼ of the Northwest ¼ of Section 13, Township 24 South, Range 26 East, Lake County, Florida

ALSO DESCRIBED AS:

A parcel of land lying in Section 13, Township 24 South, Range 26 East, Lake County, Florida being more particularly described as follows:

Begin at the Northwest corner of Section 13, Township 24 South, Range 26 East; thence, along the North line of said Section 13, North 89°53'49" East, 1312.40 feet, to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13; thence, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 13, S00°15'25"W, 1326.78 feet; thence, S89°51'50"W, 1311.67 feet, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13; thence, along the West line of said Section 13, N00°13'30"E, 1327.54 feet to the point of beginning.

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PURPOSE OF APPRAISAL

The purpose of this appraisal is outlined as follows:

To estimate the market value of the fee simple interest in the 39.97± acre subject including a fair allocation of the value as to upland and wetland acres.

FUNCTION OF APPRAISAL

The function of this appraisal is to for internal planning and decision making by the client.

DATE OF VALUATION

December 30, 2021

PROPERTY RIGHTS APPRAISED

Fee simple interest; no adverse encumbrances or restrictions against subject property.

PURPOSE OF REPORT

The purpose of this report is to outline the results of our investigations and analyses concerning the subject property. This report includes a narrative description of the information utilized by the appraiser in reaching an estimate of market value and the various factors affecting the valuation.

SCOPE OF APPRAISAL

The subject property is located northeast of Sawgrass Bay Boulevard, east of U.S. Highway 27. This location is within an unincorporated area of Lake County, Florida, and is part of the larger Avalon Groves development. The subject property consists of approximately 39.97± total gross acres composed of approximately 22.18± acres of uplands (55%) and 17.79± acres of wetlands (22%). The 39.97± gross acre subject property is proposed for development of the Edgemont at Serenoa subdivision which will consist of 92 single-family lots.

Additionally, according to permitted plans for the property, 4.73± acres of the subject's total 17.79± acres of wetlands will be mitigated for the development of the proposed Edgemont at Serenoa subdivision. After mitigation, 13.06± acres of wetlands will remain.

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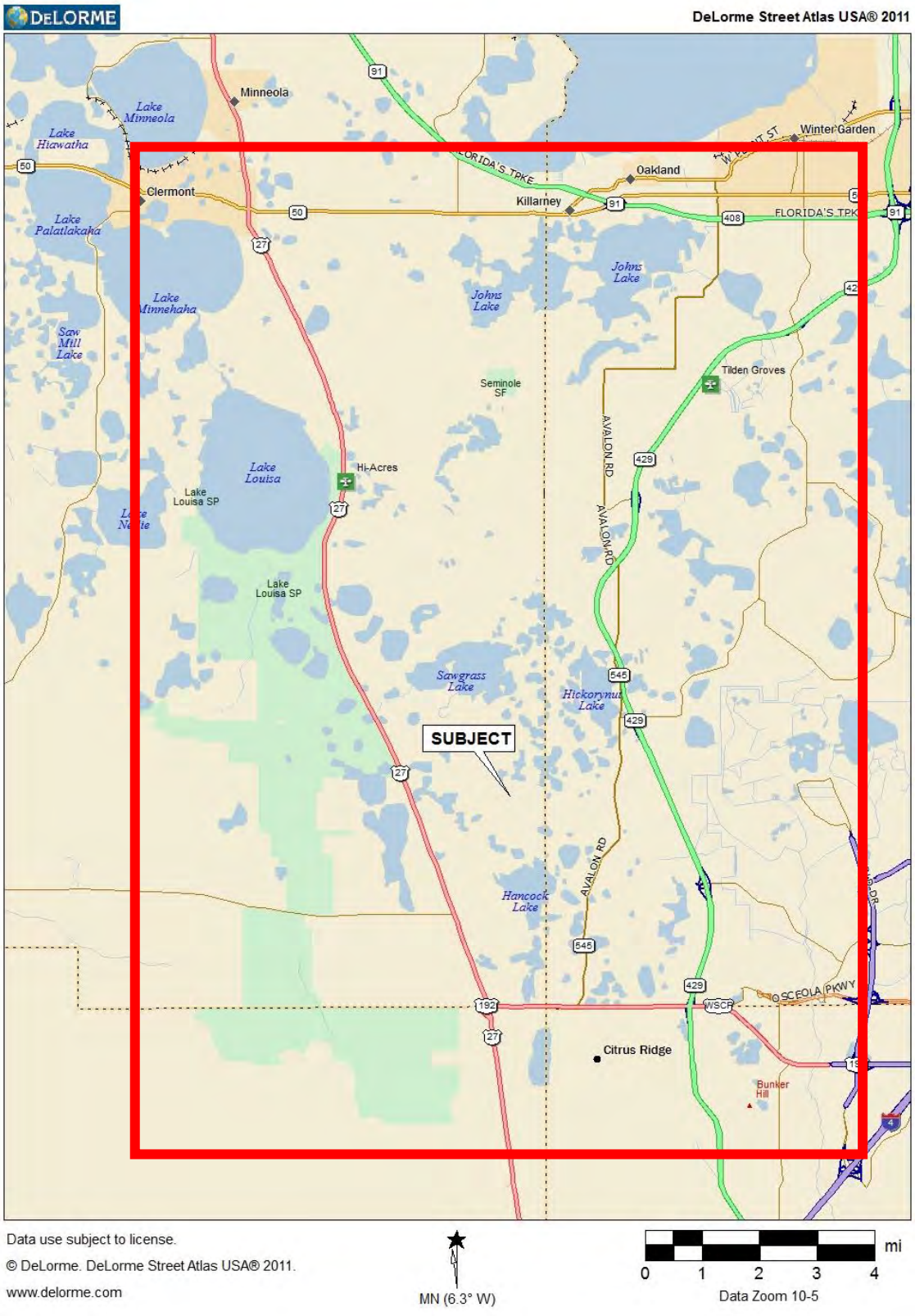
In order to estimate the market value of the subject property, three standard approaches to value are generally considered (Cost, Sales Comparison, and Income). Involved in each are the collection, verification, and analysis of both general and specific data pertinent to the property. These three approaches are rarely independent of one another and the appraisal process is comprised of integral, interrelated, and inseparable procedures that ultimately indicate a reliable estimate of value.

For the purpose of this assignment, only the Sales Comparison Approach has been utilized to arrive at an independent indication of value for the subject property. The Cost and Income Approaches were not considered applicable in valuing the subject property. Data was collected in the form of comparable land sales in the subject's market area. All the information necessary to complete the applicable approaches to value were collected and analyzed by me to the best of my ability.

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MARKET AREA MAP



MARKET AREA

The rationale of the market area analysis is based upon the premise that what occurs in the surrounding area has a direct and immediate impact on the value of the subject property. A market area is a portion of a larger community or an entire community in which there is a homogeneous grouping of inhabitants, buildings or building enterprises.

The general market area is considered to be the south/south-central portion of Lake County, much of which is unincorporated areas, but also includes the cities of Clermont, Groveland, Minneola, Mascotte, and Monteverde. For appraisal purposes, the market area is defined and identified by the road network system and by the land use patterns in place. In this case, the market area boundaries include those properties inside Lake County, generally lying east of U.S. Highway 27, north of Highway 192, west of S.R 429, (Western Beltway) and South of County Road 50 (West Colonial Drive), as the central point of the market area.

The subject property is located within a fringe residential/rural area in an unincorporated area of central Lake County. While this area has traditionally been an agriculturally and low-density residentially developed suburban area of Central Florida, a variety of commercial uses may be found along U.S. Highway 27, State Road 50, and in the downtown districts of the neighboring cities of Clermont and Groveland. Single-family uses dominate the interior areas, most notably along State Road 50 and Highway 27.

Real Estate Market Cycles

Real estate cycles represent the pattern of values over periods of time, typically ranging from two to three years or up to 10 years. Cycles account for value movements (rises and falls) of real estate properties. Each cycle differs from previous cycles in terms of its causes, length, depth, and effect on different property types and regions. Phases of real estate cycles include:

- ***Recession***: In this phase, sales activity is very slow, while prices continue to decline. The decrease in property values varies by type of property and location.

- ***Recovery***: After a period of recession or depression, the market stabilizes, prices begin to recover, and excess inventory begins to be absorbed.

- ***Expansion***: During the expansion phase, prices continue to increase. Construction activity increases dramatically, but at levels consistent with demand.

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- ***Oversupply***: At some point in the expansion phase, the market may become overbuilt. In this phase, prices and values begin to sag, sales activity begins to slow, and vacancies begin to increase.

It is my opinion the subject market area is currently experiencing an **expansion** phase of the real estate market cycles identified above. As a result of this recent economic growth, coupled with continued increases in population, demand for new residential projects including permanent residential housing and adult community living, as well as supporting office, industrial and commercial development in the subject market area have increased steadily.

Market Area Overview

Access

The subject is located just east of State Road 27, off Sawgrass Bay Boulevard, north of State Road 192, and west of State Road 429.

Sawgrass Bay Boulevard is a four-lane, median-divided roadway traveling in a north-south direction. This is a primary access road through the Avalon Groves Development and provides access to the subject properties. Sawgrass Bay Boulevard is accessed via U.S. Highway 27, providing access to the subject market area. Most of the new residential development for the surrounding area has taken place along this thoroughfare. Sawgrass Bay Boulevard is expected to be extended east to Flemmings Road.

U.S. Highway 27 is a four-lane, median-divided highway traveling in a north-south direction. This is a primary highway through the state of Florida, connecting the Panhandle region to the north with the southern tip of the state. U.S. Highway 27 provides linkages to Interstate 4 north of the subject market area. Most of the new development for the surrounding area has taken place along this thoroughfare, consisting of residential and commercial properties.

U.S. Highway 192 (West Irlo Bronson Memorial Boulevard) includes six divided lanes with a median. Within the market area the primary uses along U.S. Highway 192 are typically a form of commercial development. This highway is the primary east-west roadway connecting southern Lake County and southwestern Orange County. U.S. Highway 192 provides linkages from U.S. Highway 27 to State Road 429, Interstate 4, and Interstate 95 to the east in Melbourne, Florida.

State Road 429 (Daniel Webster Western Beltway, a six-lane asphalt-paved arterial) is a major north-south limited access highway in the subject's market area and in Orange and Osceola Counties. Developed as a limited-access toll road with the intention of

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eventually extending north to Interstate 4 at State Road 417 in Seminole County (currently under construction, scheduled for completion in 2023), State Road 429 is meant for use as a beltway around the western edge of Central Florida, with connections between major attractions such as Disney and Universal Studios, the Florida Turnpike and Interstate 4.

In the subject's market area, State Road 429 currently terminates at Interstate 4, west of Old Lake Wilson Road near Champions Gate. The road will eventually extend for a total of 65 miles from its beginning at Interstate 4 in Osceola County to its terminus at Interstate 4 in Sanford to the north. Currently, access to State Road 429 in the subject's market area is available at Interstate 4, U.S. 192 and Western Way. This limited access roadway provides access not only to Kissimmee and Osceola County, but also to the entire Orlando MSA.

U.S. Highway 441 is a major east-west arterial within Lake County and is the primary thoroughfare within the north side of the subject market area. This is a main transportation route for the Orlando MSA providing access between Leesburg to the west and Orlando to the southeast. Within the described market area, this thoroughfare was recently improved to six lanes, including a center median and turn lanes. Additionally, the Western Beltway for the Orlando MSA was recently completed, including an interchange with U.S. Highway 441, south of Mount Dora. This limited access toll road provides direct access to those properties in both Orange County and Lake County, and this toll road also provides direct access to Interstate 4, in Osceola County.

State Road 19 is a two-to-four-lane asphalt paved thoroughfare that makes up the western border of the neighborhood. State Road 19 is a major, north-south arterial in north Lake County connecting the cities of Groveland, Tavares, Eustis and Umatilla and is the spine of the downtown business districts of these cities.

Development History

The subject is located within an area between the city of Clermont to the north, and the Four Corners region to the south. The following discusses the development histories and future projections of these two areas which are highly influential to the subject neighborhood.

Development History – Clermont

The general market area is considered approximately 30% to 40% built-out and is considered to be in a transitional growth period for those properties in proximity to major transportation routes. Currently, based on proximity and access to commercial support development and employment centers, the more recent development has occurred along U.S. Highway 441 and State Road 27. As the subject is situated between

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Clermont to the northwest and Lake Buena Vista and Celebration to the southeast, the immediate area of the subject neighborhood is largely rural transitional between these population centers.

Over the years, the nearby city of Clermont has realized significant growth in residential and commercial development. Single-family lot prices typically range between $35,000 (standard lot) to over $75,000 for one-acre lots in subdivisions in and around the market area. New and existing home sales range between $100,000 to $500,000.

The projections for the local residential market through the end of 2018 and beginning of 2019 are positive, as this market continues to have increased demand due to population growth and increased economic growth. These positive impacts are expected to increase in the near-term, and the long-term outlook remains positive for the area.

Additionally, it should be noted that the subject is proximal to the rapidly-developing tourist-corridor that is southwest Orange County. The nearby areas of Orange County are characterized by historic rural/estate residential, large residential planned developments; golf course and luxury single family developments and support retail and commercial. Large vacant lands are now being developed or are now slated for development all along the Western Beltway. The nearby Orange County areas are a transitional area between large residential subdivisions to the northeast and tourist commercial uses associated with Walt Disney World to the southeast of the subject.

Further discussion regarding the economic feasibility of future residential development will be made within the *Highest and Best Use* section to this report. Historically, the majority of the residential developments within the described market area experienced relatively good success, due to their affordability, as well as their proximity to transportation routes and employment/ commercial centers.

Development History – Four Corners

The four corners neighborhood consists of a mix of single-family residential neighborhoods along U.S. Highway 27, and hotels/motels, retail commercial and restaurant properties along U.S. 192 to the north. This location along is on the fringe of an area of Central Florida that is heavily focused on tourism and travel. Walt Disney World property is located just outside the market area, to the northeast of the Four Corners area, and is regarded as the major driving force for what has been a proliferation of tourist-related development along and surrounding US 192.

The Four Corners' area has been pivotal to exploding growth since the 1970's, with the majority of that growth stemming from international (primarily United Kingdom) citizens purchasing vacation homes. In the 1990's, the area was tapped as a primary location

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for timeshare ownership property and simultaneously saw an explosion in short-term single-family home-style resort communities. This market slowed significantly from 2007 to 2010 because U.S. banks stopped lending to retail buyers who are mostly European. The area began a slow recovery starting in 2011 and has since rebounded and is seeing significant new construction projects returning to the market.

One of the significant new developments within this area is the $500,000,000 Posner Park mixed-use development, which is located along U.S. Highway 27. The Posner Park development contains a large open-air shopping center located on 80± acres that is anchored by large retailers such as J.C. Penney, Target, Belk Department Store, Dicks Sporting Goods, Staples, Michaels, PetSmart and others. Leisure facilities and residential development are also planned on the site including high-end boutiques, upscale offices, destination restaurants, luxury multi-family residences, entertainment and cultural venues and pedestrian parks. An extensively landscaped core plaza with fountains is planned. Posner Park was approved for nearly 1.5 million sf of specialty and general retail, over 1 million sf of Class A office space, 2,600 upscale hotel rooms and nearly 2,000 luxury multi-family units for an anticipated 4,500 residents. Other new development is concentrated along the west side of U.S. Highway 27, south of the Posner Park development. This area includes a Family Dollar store, a strip center anchored by a Mattress Giant and a Taco Bell.

Tourist Housing

Residential development has been flourishing for a time as Orlando's market area has expanded due to new outer belt construction and as a direct result of the influx of timeshare users and investors buying single-family homes and condos for use as short-term rentals to vacationing tourists, along with hospitality industry workers moving into the area, and retirees or empty nesters.

Short-term rentals typically cater to the international investors that visit the Central Florida throughout the year. In this case, the units serve as investment properties and vacation lodging. This product type appeals to Central Florida visitors because it offers space and affordability to families, as well as a haven away from the area attractions. Short-term rental developments typically range in size from one-bedroom condominiums to five-bedroom homes and offer all the comforts of home, including full kitchens and living areas. Typically, short-term rental units are managed and marketed by professional agencies.

Timeshare development was once dominated by private developers but now includes publicly traded hospitality companies actively developing a full range of product at different price points and in both resort and urban destinations. Timeshare purchases cater to both domestic as well as international users that visit Central Florida throughout the year. Owning a timeshare typically means that you have purchased a stay of one or

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more weeks each year at a resort, usually in a condo or suite setting with a kitchen and other home amenities. The timeshare industry is an increasingly accepted part of the leisure travel industry due in part to companies such as Marriott, Disney, Hilton, and Hyatt creating greater credibility to this real estate market. Florida is the nation's leading timeshare state. Reports indicate that Florida accounts for 20%± of the nation's total, and Orlando is the leading market within Florida. The Orlando area accounts for over 50% of the state's timeshare resorts.

Existing Major Developments

Ridgewood Lakes/Del Webb Orlando – This is a large, planned unit development in which the subject property's Ridgewood Lakes golf course is located. The community is located along the east side of U.S. Highway 27, approximately two miles south of Interstate 4, in the Davenport area of Polk County. The Ridgewood Lakes/Del Webb Orlando community consists of mostly standard single-family homes from approximately 1,289± square feet to 1,968± square feet and range in price from approximately $175,000 to $300,000. Located within Del Webb Orlando community is a 30,800-square foot clubhouse facility which includes community center, indoor walking track, an aerobics room, four tennis courts, four pickle ball courts, eight Bocci ball courts, walking trails, outdoor kitchen area, outdoor amphitheater, and fire pit. The Ridgewood Lakes/Del Webb Orlando is a 24-hour manned gate community.

Champions Gate DRI is a 1,417-acre planned unit development located in the southwestern portion of the Orlando/Disney market area, at the northwest quadrant of Interstate 4 and County Road 532. Champions Gate DRI Golf Resort consists of two 18-hole championship golf courses with clubhouse, pro-shop, and practice range. The project also includes the 720-room luxury Omni Hotel Resort and Spa, Village Shopping Center anchored by a Publix, The Legends Apartments and supportive ancillary office and commercial development. The development also includes 208,000± square feet of office space, 419,000± square feet of retail space, and 2,563± residential units including short-term rental villas, apartments, condominiums and assisted living units.

Mystic Dunes Resort and Golf Club DRI (f/k/a The Palms, DRI), which is located along the west side of Old Lake Wilson Road, north of Sand Hill Road and is approved mixed use development consisting of approximately 606± gross acres. The Mystic Dunes DRI is approved for the development of up to 192,250± square feet of commercial development, 3,950 Resort Villa / Timeshare units and 18-hole golf course.

The Reunion Resort and Club of Orlando ("Reunion") was developed by Ginn-LA Orlando, Ltd. (The Ginn Company) and consists of 2,078± acres located along the east and west sides of Interstate 4 along the north side of County Road 532, and just east of Champions Gate DRI in Osceola County. The master plan for this resort and residential community includes 1,800± single-family lots, 3,500± multi-family (condominium and townhome) units, 3,000± hotel rooms, three 18-hole golf courses, 350,000± square feet

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of office space, and 450,000± square feet of retail commercial space. The project's residential component is 90% built-out and the golf courses are also completed.

Westgate Resort is a 243± acre, mixed-use development that is approved for up to 3,799 multi-family timeshare units and up to 60,000 square feet of retail space. Westgate Resort is located on the west side of Old Lake Wilson Road and the south side of Funie Steed Road, near the northern quadrant of the subject market area, just south of U.S. Highway 192.

State of the Residential Market

The subject is in a location of the market area where residential development is the primary land use. The following is an excerpt from the *Orlando Housing Market Report,* published in January of 2021 by the Orlando Regional Realtor Association:

Housing Market Narrative - January 2021

The Orlando Housing Market Closes out 2020 with Increased Median Home Prices and Lowest Inventory Seen in Years. A new report from the Orlando Regional REALTOR® Association details how the housing market fared in 2020 compared to recent years. Despite the pandemic and its impacts, Orlando's median home price rose as buyers scrambled to find homes in a market with consistently shrinking inventory.

According to the report, Orlando's annual median home price for 2020 ($265,000) was 9.1% higher than the 2019 annual median price ($243,000), thanks to another 12 months of year-over-year median price increases. While the median home price rose each month, inventory continued to decline and reached a low in December 2020, when it reached the lowest level since July 2005.

Orlando home sales completed during 2020 racked up a final tally of 36,871, which is 0.5% above the cumulative sales total of 36,707 for 2019. For historical comparison, annual sales in 2019 were 1.8% above the cumulative total sales for 2018; yearly sales in 2018 were 3.2% lower than in 2017.

"The Orlando area was red-hot throughout 2020, as demand spiked and the number of houses on the market dropped throughout the year. We expect this pattern to continue in 2021," said ORRA 2021 President Natalie Arrowsmith, NextHome Arrowsmith Realty. "Looking at the data, inventory has significantly decreased since the beginning of the year. In fact, December 2020 shows the lowest inventory we have seen in more than 15 years, which creates an extremely competitive market for buyers."

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Median Price

The overall median price of Orlando homes (all types combined) sold in December is $275,000, which is 10.4% above the December 2019 median price of $249,000.

Stopped here

The median price for single-family homes that changed hands in December increased 12.1% over December 2019 and was $296,950 in 2020. The median price for condos increased by 5.7% to $148,000 in 2020. These numbers continue to increase into 2021.

Sales and Inventory

Members of ORRA participated in 3,672 sales of all home types combined in December, which is 21.1% more than the 3,033 sales in December 2019 and 51.6% more than the 2,422 sales in December 2018.

Sales of single-family homes (2,890) in December 2020 increased by 20.1% compared to December 2019, while condo sales (401) increased 35.9% year over year.

The overall inventory of homes that were available for purchase in December (4,875) represents a decrease of 30.6% when compared to December 2019 and a 12.7% decrease compared to last month. There were 42.6% fewer single-family homes and 12.1% more condos, year over year.

Current inventory, combined with the current pace of sales, created a 1.3-month supply of homes in Orlando for December. There was a 2.3-month supply in December 2019 and a 3.3-month supply in December 2018, showing that inventory has significantly decreased.

The average interest rate paid by Orlando homebuyers in December 2020 was 2.70%, which remains the same as the month prior.

Homes that closed in December took an average of 45 days to move from listing to pending status.

Pending sales in December 2020 were up 20.9% compared to December 2019 and are down 11.4% compared to last month.

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MSA Numbers

Sales of existing homes within the entire Orlando MSA (Lake, Orange, Osceola, and Seminole counties) in December were up by 17.5% when compared to December of 2019. Year to date, sales are down 2.8%.

Each individual county's sales comparisons are as follows:

Lake: 26.8% above December 2019;
Orange: 13.0% above December 2019;
Osceola: 24.3% above December 2019; and
Seminole: 16.2% above December 2019.

Median Price

The 2020 annual median home price for 2020 ($265,00) is 9.1% higher than the 2019 annual median price ($243,000) and 14.0% higher compared to 2018's annual median price ($232,500).

The annual median price of single-family homes increased by 9.6% to $285,000 in 2020, while the median price of condos increased by 7.4% to $145,000.

Sales

Sales in 2020 were up by 0.5% over 2019. A total of 36,871 homes were sold in 2020, compared to 36,707 the previous year.

Sales of single-family homes increased by 2.3% over 2019. Condo sales were down 10.2% and townhomes were down 1.2%.

By year's end in 2020, 40,743 homes were sold in the Orlando MSA whereas 41,922 homes had been sold by year's end in 2019, for a 2.8% decrease. Each individual county's year-end sales comparisons are as follows:

Lake: 0.5% below 2019;
Orange: 5.6% below 2019;
Osceola: 0.5% above 2019;
Seminole: 1.6% below 2019.

This representation is based in whole or in part on data supplied by the Orlando Regional REALTOR® Association and the Stellar Multiple Listing Service. Neither the association nor StellarMLS guarantees or is in any way responsible for its accuracy. Data maintained by the association or by StellarMLS does not reflect all real estate

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activity in the market. Due to late closings, an adjustment is necessary to record those closings posted after our reporting date.

ORRA REALTOR® sales represent sales involving Orlando Regional REALTOR® Association members, who are primarily – but not exclusively - located in Orange and Seminole counties. Note that statistics released each month may be revised in the future as new data is received.

Orlando MSA numbers reflect sales of homes located in Orange, Seminole, Osceola, and Lake counties by members of any REALTOR® association, not just members of ORRA.

Market Area Summary

The subject is located southwest of the Orlando CBD, between the more densely populated cities of Clermont (Lake County), the Four Corners region (Osceola County) and Lake Buena Vista (Orange County). This segment of the market is best characterized as being in the expansion stage of its life cycle as of the current date. The market is well positioned for continuation of development activity, as population and employment continue to expand following a broader economic expansion. In the near term, property values are expected to remain stable or increase as the local and national economies continue to expand.

Over the long term, we expect market conditions to continue to expand and property values to carry on the upward trend. We anticipate this market area will remain a viable economic area well into the future.

Participants and real estate professionals agree that we will likely continue to see more consistent signs of growth/stability through the end of 2021 and the years ahead. Owner/users and investors will continue to invest in the market in the years ahead. In conclusion, the market area is expected, in the short term, to experience growth as the area continues to expand. The market area is expected in the long term to make gradual improvements as positive overall economic conditions continue to accelerate and improve.

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SITE DESCRIPTION

General

The subject property is located northeast of Sawgrass Bay Boulevard, east of U.S. Highway 27. This location is within an unincorporated area of Lake County, Florida, and is part of the larger Avalon Groves development. The subject property consists of approximately 39.97± acres composed of approximately 22.18± acres of uplands (55%) and 17.79± acres of wetlands (22%). The 39.97± acres are proposed for development of the Edgemont at Serenoa subdivision which will consist of 92 single-family lots.

Access

As shown on the preceding maps, access to the subject property is Sawgrass Bay Boulevard.

Topography

Based on topographical maps from the Lake County Property Appraiser's website, the subject property has a generally level topography around the center of the property, which is at approximately 115± feet above sea level. Please refer to the Topographical Map included in the *Addendum* to this report.

Additionally, as previously mentioned, a portion of the subject property is classified as wetlands (45%).

Flood Zone

According to the National Flood Insurance Rate Map No. 12069C0675E, effective date December 18, 2012, the subject land is located within Flood Zones "X" and "AE". Flood Zone "X" is recognized as having no base flood elevations determined. Zone "AE" is recognized as having Base Flood Elevations determined. Please refer to the Flood Map included in the *Addendum* to this report.

Soils

According to the United States Department of Agriculture's Web Soil Survey, the approximate subject parcels are composed of a variety of soil types, including the following:

8—Candler sand, 0 to 5 percent slopes
20—Immokalee sand
41—Pomello sand, 0 to 5 percent slopes
44—Swamp

Please s*ee Addendum* for full soil descriptions. Additionally, we were not provided with a soil analysis of the subject property. As such, we would assume that these soil types

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are conducive to residential development. A visual inspection of the subject parcels indicated no unusual soil conditions, which would result in developmental limitations.

Utilities

The subject property is located within an unincorporated region of Lake County, FL. This being so, utilities are provided by Lake County and are located along Sawgrass Bay Boulevard.

Easements

For this analysis, I was not provided with a title search subject property. Based upon my review of Lake County public records, the most recent recorded deed of transfer, and my inspection of the subject property, there are several minor access easements on the subject property. However, these easements do not appear that they would affect the development potential of the property. Please see Exhibit "B" below taken from the subject's most recent deed of transfer, as well as the addendum for a list of these easements/agreements.

EXHIBIT B

1. Ad valorem taxes for the year of this instrument and subsequent years which are not yet due and payable.
2. Agreement between Lake County, Florida, and Rex H. Walker and Judy Stone for Right-of-Way and Legal Access recorded in OR Book 5221, Page 1041, Public Records of Lake County, Florida.
3. Terms and conditions for Ordinance 2018-56 Walker Planned Unit Development (PUD) RZ-17-30-1 recorded December 13, 2018 in Book 5211, Page 160, Public Records of Lake County, Florida.
4. Oil, gas and mineral reservations contained in Deed from Arnold Industries, Inc., a Florida corporation, et al, recorded February 27, 1957 in Book 6, Page 398, Public Records of Lake County, Florida, without right of entry.
5. Declaration of Access Easement and Second Modification to Roadway Easement Agreements by and between Marina Landing, Inc., a Florida corporation and Lake County Properties, Inc., a Florida corporation recorded November 4, 2004 in Book 2690, Page 2279, Public Records of Lake County, Florida.
6. Easement for Ingress and Egress by and between Rex H. Walker and Judy C. Walker, husband and wife and Jefferson E. Lovell, Cucile Lovell, and Jerry W. Blackmer recorded December 17, 1996 in Book 1483, Page 2313, as affected by Affidavit recorded August 19, 2020 in Book 5526, Page 1555, Public Records of Lake County, Florida.

Site Summary

In conclusion, the subject property is a single tax parcel of land with adequate soil conditions and topography for drainage purposes to support future residential single-family development and associated infrastructure.

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ZONING AND FUTURE LAND USE

The subject is **zoned** PUD, Planned Unit Development, and designated with a future land use of Urban Low, by Lake County, Florida. The subject is more specifically under the Walker Planned Unit Development as recorded in Book 5211, Page 160 of the lake county public records. Reference is made to the *Addendum* to this report for a copy of the Lake County Zoning and Future Land Use maps, as well as the subject PUD. Below is a general description of the allowable uses as designated by the approved PUD:

A. Permitted Land Uses.

1. The subject property can be developed with a maximum of four (4) dwelling units per net acre. This development may contain a mixture of single family detached dwelling units and single family attached dwelling units (duplexes or townhomes). In addition, one (1) additional dwelling unit may be built within the net buildable area of the parcel for every five (5) acres of wetlands on the subject property.

The Urban **Future Land** Use Series is established to identify areas within the county that are suitable for urban development in order to minimize urban sprawl and protect rural areas. Categories within the Urban Land Use Series include Urban Low Density, Urban Medium Density, High Density ResidentialII, Regional Office, Regional CommercialII and Industrial The following description of the Urban Low future land use designation was taken from Lake County's website:

Urban Low Density: This land use provides for a range of residential uses at a maximum density of four (4) dwelling units per net buildable acre and allows for the conversion of existing residential units to residential professional office uses in the Residential Professional (RP) zoning classification. This land use should be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. This land use can serve effectively as a transitional use between more intense urban development and Low-Density Residential uses. Services and Facilities in the Urban Low Density FLUC: This land use requires a full range of services and facilities.

Source: https://www.lakecountyfl.gov

REAL ESTATE ASSESSMENTS AND TAXES

The tax amount shown on the tax rolls shows the gross amount due in March of the following year. However, a discount of 4% is offered if taxes are paid on November 30th of the current year. The prudent property owner normally takes advantage of this 4% discount.

As of the date of this report, the Lake County Property Appraiser identified the subject property by Tax Parcels No: 13-24-26-0001-000-02800.

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As of the report date, this parcel was under the ownership of *Forestar (USA) Real Estate Group, Inc.* The 2020 tax assessment for the 39.97± gross acre parent tract is as follows:

2021 Tax Assessment

Parcel ID#	Land Value	Improved Value	Extra Feature Value	Exempt Amount	Non-Ad Valorem Assesment	Millage Rate	Taxable Value	Gross Taxes	Taxes Paid 4% Discount
13-24-26-0001-000-02800	$1,000,675	$0	$0	$0	$61.00	13.7509	$1,000,675	$13,760	**$13,209.77**

There are no delinquent taxes for the subject.

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HIGHEST AND BEST USE

According to *The Appraisal of Real Estate*, the highest and best use is defined as,

> "The reasonable and probable use that supports the highest present land value, as defined, as of the date of the appraisal. Alternatively, the highest and best use is the use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value."

To estimate the highest and best use of the subject property, we have considered those uses, which are physically possible, legally permissible, economically feasible, and maximally productive. Consideration was given to the individual features of the land, such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

Physically Possible

The subject property is located northeast of Sawgrass Bay Boulevard, east of U.S. Highway 27. This location is within an unincorporated area of Lake County, Florida, and is part of the larger Avalon Groves development. The subject property consists of approximately 39.97± total gross acres composed of approximately 22.18± acres of uplands (55%) and 17.79± acres of wetlands (22%). The 39.97± gross acre subject property is proposed for development of the Edgemont at Serenoa subdivision which will consist of 92 single-family lots.

Additionally, according to permitted plans for the property, 4.73± acres of the subject's total 17.79± acres of wetlands will be mitigated for the development of the proposed Edgemont at Serenoa subdivision. After mitigation, 13.06± acres of wetlands will remain.

Overall, the developable portions of the subject property appear to have functional utility, soil quality and topography which could support limited vertical development such as low-density residential home sites or limited commercial development. This property has access via Sawgrass Bay Boulevard.

The location of the subject is approximately 15 road miles southeast of Downtown Clermont and roughly 15 road miles west of Downtown Lake Buena Vista, and approximately 5 miles north of the Four Corners Region, so the location is favorable for suburban, or rural transitional uses.

Thus, the physically possible uses of the land would be for future low-density residential development or low-density commercial development, based around conservation of natural features and environmental assets of the site, and other limitations.

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Legally Permissible

The subject is zoned PUD, Planned Unit Development, and designated with a future land use of Urban Low, by Lake County, Florida. The subject is more specifically under the Walker Planned Unit Development as recorded in Book 5211, Page 160 of the lake county public records. Reference is made to the *Addendum* to this report for a copy of the Lake County Zoning and Future Land Use maps, as well as the subject PUD.

The subject has a future land use of Urban low by, Lake County. The purpose of this district is to identify areas within the county that are suitable for urban development in order to minimize urban sprawl and protect rural areas.

Considering the allowed uses under the PUD zoning and Wellness Way future land use, the legally permissible uses include residential development in accordance with the designated PUD and based around conservation of natural features and environmental assets of the site, and other limitations.

Economically Feasible

The financially feasible uses are the possible and permissible uses that produce a net return to the owner. The feasible uses hinge on the economic feasibility of the subject property. This takes into consideration supply and demand, as well as the actual or perceived compatibility of the proposed uses with such real characteristics as surrounding land uses, existing improvements, and the intensity of neighborhood development.

As previously mentioned in the Market Area section of this report, the subject is located in an area where single-family residential is the primary land use and which is in high demand for the area. Considering the subjects physical characteristics, the allowed uses under the zoning and future land use, and the current state of the real estate market, the physically possible, legally permissible, and financially feasible uses of the subject include future low-density residential development.

Maximally Productive

The subject market area, as a part of the Orlando MSA, is experiencing continued growth in residential development that is anticipated to continue and remain stable over the long-term. As such, the maximally productive use of the subject property is for future development of residential lots in agreement with the Avalon Groves PUD.

Thus, the 39.97± acre subject site has sufficient size, topography, layout, access (via the neighboring property) and visibility to make low-density residential development a maximally productive use of the subject property.

Highest and Best Use Summary

As discussed, the subject is located within the Avalon PUD and has a zoning/future land use of PUD and Urban Low, by Lake County. Additionally, physically, the subject contains both geometry and soil conditions that are conducive to single family

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residential development. Therefore, given the above subject attributes as well as taking into consideration current real estate market conditions, it is our opinion that the highest and best use of the subject property would be for future low-density single family residential development in accordance with the Walker PUD.

VALUATION METHODOLOGY

Real estate appraisal practice ordinarily requires the use of three basic approaches to value. These approaches are commonly referred to as the Cost Approach, the Sales Comparison Approach, and the Income Approach which provide the basis for arriving at a final value estimate.

Cost Approach - Is the sum of the land value and the depreciated cost new of the site and building improvements. The Cost Approach is based on the premise that the informed, rational, investor/purchaser would pay no more for a property than it would cost to produce a substitute property with the same utility and without undue delay.

The Sales Comparison Approach - is the process of comparing sales to the subject property and making qualitative adjustments to these sales for such differences as time, location, size, physical characteristics and other relative pertinent factors. This approach is based on the principle that a prudent purchaser would pay no more to buy a property than it would cost him to buy a comparable substitute property with the same utility and without undue delay.

Income Approach - Is based on the premise that a prudent investor would pay no more for a property than he would for another investment property with similar risk and return characteristics. Since the value of an investment can be considered equal to the present worth of anticipated future benefits (dollar income or amenities), this approach first estimates the net income that the property is capable of producing and then “capitalizes” this amount at a market-derived rate which reflects the risk and return characteristics of the investment.

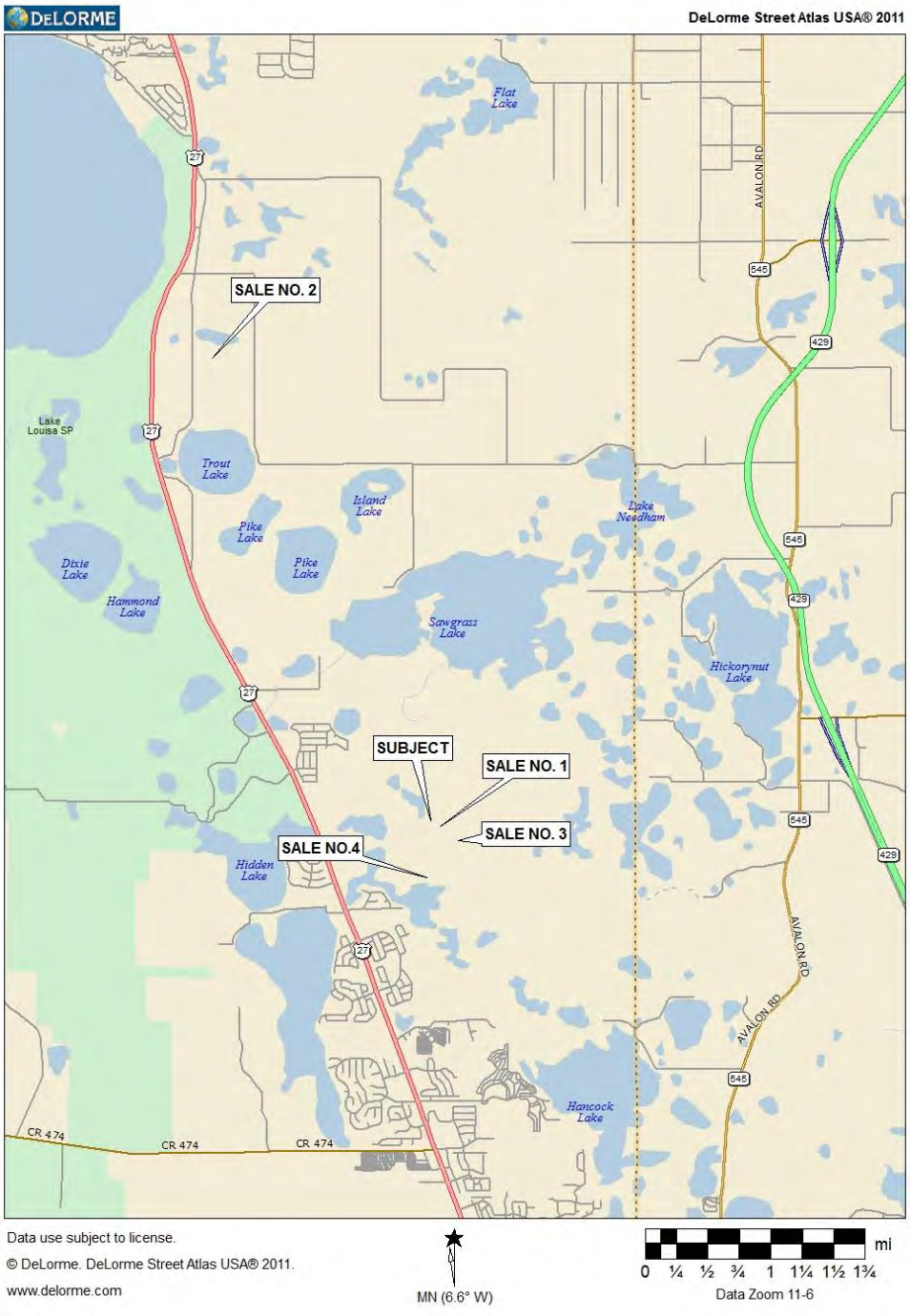
The subject acreage has no improvements. In our opinion, the most appropriate approach to value the subject property is the Sales Comparison Approach. The results of our research provided land sales that had similar zoning and future land uses to the subject’s highest and best use.

The sales considered the most comparable to the subject were then further analyzed and compared to the subject tract on an individual basis. Detailed write-ups of these sales, an overall location map, individual sale maps, aerial photographs, and deeds are included in the *Addendum* section of this report. Additionally, the sales are summarized in tabular fashion along with a location map for each group on the following four pages.

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39.97± GROSS ACRES WITHIN THE AVALON GROVES PUD
ON THE NORTHEAST SIDE OF SAWGRASS BAY BOULEVARD,
EAST OF U.S. HIGHWAY 27, UNINCORPORATED LAKE COUNTY, FLORIDA

COMPARABLE LAND SALES MAP



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39.97± GROSS ACRES WITHIN THE AVALON GROVES PUD
ON THE NORTHEAST SIDE OF SAWGRASS BAY BOULEVARD,
EAST OF U.S. HIGHWAY 27, UNINCORPORATED LAKE COUNTY, FLORIDA

COMPARABLE LAND SALES CHART

SALE NO.	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4
PROJECT NAME	**Edgemont at Serenoa**	**Serenoa Lakes**	**Ridgeview**	**Palms at Serenoa Phase 3 and 4**	**The Sanctuary**
O.R. BOOK-PAGE	5762-1413	5506-2378	5214-1787/5497-0055	5360-0477	5351-2325
LOCATION	Northeast side of Sawgrass Bay Blvd, East of Hwy 27	Southern terminus of Sawgrass Bay Blvd., E of US Hwy 27	E side of Hwy 27, N of Schofield Rd.	Northeast side of Sawgrass Bay Boulevard, east of Highway 27	W side of Sawgrass Bay Blvd., E side of US Hwy 27
GRANTOR	Lake County Dreamcatcher, LLC	VK Avalon Groves LLC	Clontz Groves Inc.	VK Avalon Groves LLC (Kolter Group)	Pacific Ace Corporation
GRANTEE	D.R. Horton, Inc.	Pulte Home Company, LLC	Hanover Ridgeview, LLC	Forestar (USA) Real Estate Group, Inc.	American Land Development of Central Florida
SALE DATE	Jul-21 / 2019	Jul-20	July 2020/Dec. 2018	Oct-19	Sep-19
SALE PRICE	$2,375,000	$12,490,000	$5,696,500	$5,905,000	$7,800,000
COUNTY	Lake	Lake	Lake	Lake	Lake
CITY	Unincorporated	Unincorporated	Unincorporated	Unincorporated	Unincorporated
ZONING	PUD	PUD	PUD	PUD	PUD
FUTURE LAND USE	Urban Low	Wellness Way 3	Urban Low	Wellness Way 3	Wellness Way 3
UTILITIES	All Available	All Available	Utilities had to be drilled under US 27 twice, and a 3-mile sewer run had to be completed-costing 2-2.5 million. Buyer paid costs.	All Available	All Available
# OF APPROVED UNITS	92	150± in phase 1, approx. 300± total	578 Total	276	532
APPROVALS AT CLOSE	Final engineering plans completed prior to sale in June 2020. All approvals and infrastructure being paid for by D.R. Horton.	Engineering was completed at the time of Sale. Approvals and engineering pursued and paid for by seller (VK Avalon).	Both phases closed with a PSP in place which were obtained and paid for by the buyer.	Engineering was completed at the time of sale close, (completed in May/June of 2020). Buyer (Forestar) pursued and paid for these approvals.	Property had PUD (paid for by buyer) in place but no other approvals. Additionally, the buyer had to pay for sand skink/wetland mitigation, costing $1,100,000± total
HORIZONTAL INFRASTRUCTURE	No infrastructure as of sale date. Estimated infrastructure completion date: April 2022.	None at time of sale	None at time of sale	None at time of sale	None at time of sale
TYPICAL LOT WIDTH	40'	40', 50', 60'	40', 50', 60'	40', 50'	40', 50'
MEDIAN FINISHED HOME SALES PRICE	$340,000-$400,000	$300,000-$500,000	$300,000-$450,000	$200,000-$350,000	$200,000-$350,000
DENSITY	4.1	2.9	4.0	3.4	2.4
SIZE: GROSS ACRE	**39.97**	**276.54**	**152.42**	**104.29**	**381.70**
SIZE: NET ACRE	**22.18**	**103.74**	**145.00**	**81.07**	**225.20**
% UPLANDS	55%	38%	95%	78%	59%
PRICE/UNIT	**$25,815**	**$41,633**	**$9,856**	**$19,683**	**$14,662**
PRICE PER GROSS ACRE	**59,420**	**$45,165**	**$37,374**	**$56,621**	**$20,435**
PRICE PER NET ACRE	**107,078**	**$120,397**	**$39,286**	**$72,838**	**$34,636**

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Comparative Analysis

To estimate the market value of the subject property, we have applied the Sales Comparison Approach to value. A sales search was made of the surrounding area for land sales considered similar to the subject property. The results of our research provided four recent sales. As seen in previous the maps and corresponding charts, we found that proposed residential development land sales were most comparable to our subject property. Finally, these sales are summarized in tabular fashion on the preceding pages, following a Location Map.

The advantages and disadvantages of each sale are taken into account in the form of qualitative adjustments or comparisons. In this case, comparisons will be made based on the similar, superior, or inferior characteristics of the sale property compared to the subject property. A comparison is indicated by market support and reasoning without the estimation of quantitative adjustments.

We recognize the real estate market is not perfect; however, we have tried to estimate the appropriate comparisons for application to the individual sales.

The following is a discussion of the comparable sales and how they compare to the subject tract:

Land Sales Discussion

The land sales occurred between February 2018 and July 2020 and ranged in size from 147.00± gross acres to 381.70± gross aces, and from 103.74± to 225.20± net acres. Prior to the necessary adjustments, the land sales provided a range in value for the subject property between $20,435 to $45,216 per gross acre, and between $34,636 to $120,397 per net acre.

Additionally, in October 2019, the 104.29± gross acre subject parcel was transferred from VK Avalon Groves LLC to Forestar (USA) Real Estate Group, Inc, for $5,905,000 (as part of a phased takedown negotiated in 2017), as reflected on the deed, Book 5360, Page 0477. This transaction reflects 45,246 per gross acre and includes all final engineering for the Palms at Serenoa subdivision (phases 3 & 4), which were previously completed and paid for by the buyer (Forestar (USA) Real Estate Group, Inc.).

Comparable Land Sale No. 1 (5360-2378) is located at the southern terminus of Sawgrass Bay Boulevard, east of US Highway 27 in unincorporated Lake County, Florida. In July 2020, VK Avalon Groves LLC, sold the property to Pulte Home Company LLC, for $12,490,000. The property is irregular in shape and contains 276.54± gross acres and 103.74± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased for the intent of developing a low-density single-family subdivision

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known as Serenoa Lakes. At the time of sale, all utilities were available to the property via Sawgrass Bay Boulevard. Regarding entitlements, the purchase price reflects final engineering for the Serenoa Lakes-Village 3 Subdivision being in place with the seller (VK Avalon Groves LLC) paying for these entitlements/engineering. The purchase price reflects $45,165 per gross acre and $120,397 per net acre.

Comparable Land Sale No. 2 (5214-1787) is located on the east side of U.S. Highway 27, north of Schofield Road in unincorporated Lake County, Florida. In December 2018 and July 2020, Hanover Ridgeview, LLC took down a total 152.42 acres (two takedowns) which was purchased from Clontz Groves, Inc. for $5,696,500. The sale was confirmed to have been under contract in late 2017/early 2018. The property is irregular in shape and contains 152.42± gross, and 145.00± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Urban Low, by Lake County. The property was purchased for the intent of developing a low-density single-family subdivision known as Ridgeview, to be completed in five phases and will contain 578± lots which will be either 40, 50, or 60 feet, with finished homes ranging in price from $250,000-$450,000. At the time of sale, water was available to the property via U.S. Highway 27. However, utilities had to be drilled under U.S. Highway 27 twice, and in addition, a 3-mile sewer run needed to be complete, costing approximately 2.0 to 2.5 million. All these costs were paid for by the buyer, Hanover Ridgeview, LLC (Hanover Family Builders). Regarding entitlements, both takedowns were purchased with a PSP in place, obtained by the buyer. Post-sale, Hanover Ridgeview, LLC (buyer) obtained the remaining approvals. Additionally, Hanover later brought Pulte Home Company on as a partner to build a portion of the subdivision. The purchase price reflects $37,374 per gross acre and $39,286 per net acre.

Comparable Land Sale No. 3 (5360-0477) is located on the northwest side of Sawgrass Bay Boulevard and east of U.S. Highway 27 in unincorporated Lake County, Florida. In October 2019, VK Avalon Groves LLC (Kolter Group) sold a 104.29 gross acre property to Forestar (USA) Real Estate Group, Inc. for $5,905,000. The property is irregular in shape and more specifically contains 81.07± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased with the intent of developing a low-density single-family subdivision known as Palms at Serenoa-Phases 3 and 4. These phases of the subdivision will contain 276± lots. Lots in this development will be either 40 or 50 feet and were stated to have homes ranging in price between $200,000-$350,000. At the time of close, all utilities were available to the property via Sawgrass Bay Boulevard and the neighboring 1 and 2 phases. Regarding entitlements, engineering was completed at the time of sale close, (completed in May/June of 2020). Buyer (Forestar) pursued and paid for these approvals. Subsequent to this land purchase, the property was fully engineered and platted as of January 30, 2019. The purchase price reflects $19,683 per lot, $56,621 per gross acre, and $72,838 per net acre.

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Comparable Land Sale No. 4 (5351-2325) is located on the west side of Sawgrass Bay Boulevard and on the east side of U.S. Highway 27 in unincorporated Lake County, Florida. In September 2019, Pacific Ave Corporation sold a 381.70 gross acre property to American Land Development of Central Florida for $7,800,000. The property is irregular in shape and more specifically contains 381.70± gross acres and 225.20± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased with the intent of developing a low-density single-family subdivision known as the Sanctuary, which will be completed in four phases and will contain 532± total lots. Lots in this development will be either 40 or 50 feet and were stated to have a similar price range as surrounding communities off of Sawgrass Bay Boulevard being between $250,000-$450,000. At the time of close, all utilities were available to the property via Sawgrass Bay Boulevard and U.S. Highway 27. Regarding entitlements, the property was purchased with little to no approvals in place other than future land use and PUD zoning (paid for by buyer), which allowed for residential development. The property Post-sale, American Land Development of Central Florida (Buyer) obtained the remaining approvals and engineering for the subdivision. Additionally, this subdivision will have access roads from both Sawgrass Bay Boulevard and US Highway 27. The Avalon CDD controls the adjacent properties on which the Sawgrass Bay Boulevard access road will be built and created an agreement with American Land Development of Central Florida to allow for the access road to be built. In exchange, American Land will be required to improve the intersection with a stoplight. Additionally, the buyer was required to pay for Sand Skink mitigation costing approximately $1,000,000-as well as wetland mitigation costing approximately $100,000. The purchase price reflects $20,453 per gross acre and $34,636 per net acre.

Sale Adjustments:

SALE NO:		1	2	3	4
TRANSACTION COMPARISON:					
PROPERTY RIGHTS CONVEYED		Similar	Similar	Similar	Similar
FINANCING (CASH EQUIVALENCY)		Similar	Similar	Similar	Similar
CONDITIONS OF SALE		Similar	Similar	Similar	Similar
MARKET CONDITIONS		Sl. Inferior	Inferior	Inferior	Inferior
PROPERTY COMPARISON:					
LOCATION		Similar	Similar	Similar	Similar
SIZE		Superior	Superior	Superior	Superior
UTILITIES		Similar	Inferior	Similar	Similar
ACCESS		Similar	Superior	Similar	Similar
APPROVAL LEVELS		Superior	Inferior	Similar	Inferior
PHYSICAL CHARACTERISTICS		Inferior	Superior	Similar	Similar
OVERALL COMPARISON/NET ACRE		SUPERIOR	INFERIOR	SIMILAR	INFERIOR

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Transaction Comparison:

Property Rights Conveyed- The property rights conveyed were considered similar for all parcels. Fee simple property rights were conveyed in each sale.

Financing- Financing was considered similar for all sales.
Conditions of Sale- Conditions of sale were considered similar for all sales, all being arm's length.

Market Conditions- Market conditions were considered inferior for all sales except for Sale No. 1, which was considered slightly inferior.

Property Comparison:

Location-In terms of location, all sales were considered to have a similar location to the subject.

Size- In terms of size, all sales were considered to be superior to the subject due to their larger sizes.

Utilities- All sales were deemed to have similar access to utilities except for Sale No. 2, which was deemed inferior due to sewer having to be extended three miles to the site, as well as other utilities having to be brought (bore and jack) under U.S. Highway 27 twice, according to the buyer.

Access- Access was considered similar for all sales except for Sale No. 2 which was considered superior due to its direct access off of U.S. Highway 27.

Approval Levels- In terms of approval levels, Sale No. 1 was deemed superior to the subject property, having final engineering in place at the time of sale being obtained and paid for by the seller. Sales Nos. 2 and 3 were deemed inferior having only a PSP or PUD zoning at the time of close. Sale No. 3 was deemed similar.

Physical Characteristics- In terms of physical characteristics, Sale No. 1 was considered inferior (higher percentage of wetlands) to the subject property. Sale No. 2 was considered similar, and Sale Nos. 3 and 4 were considered similar.

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Reconciliation of Value Estimate

Land sales were researched and confirmed for the subject market area. Sales Nos. 2 and 3 were considered inferior to the subject and set the lower value boundary. Sale No. 1 was deemed superior and set the upper end of the range. Sale No. 3 was deemed most similar to the subject and set an appropriate median value. Most weight was placed on Sale No. 3, as well as the recent purchase (2021) of the subject property. Equal weight was given to all remaining sales when analyzing the value of the 39.97± gross acre subject. Therefore, after taking into consideration the subject's percentage of uplands (55%) vs. wetlands (45%), as well as the July 2021 transaction (under contract in 2019), we have concluded a value of $28,000 per proposed unit for the subject property, subject to the hypothetical condition, specific and general underlying assumptions, as of December 30, 2021 to be as follows:

92± Proposed Units @ $28,000/Unit	=	$2,576,000
	RTO	**$2,575,000**

This number is based upon an acre amount for the subject of 39.97± gross acres, and a net acre amount of 22.18± acres. At the request of the client, a fair allocation of the value for the property as to upland and wetland acres follows:

22.18± Upland AC @ **$110,500/AC**	$2,450,890
17.79± Wetland AC @ **$7,000/AC**	$ 124,530
39.97± AC	$2,575,420
RTO	**$2,575,000**

Note: The subject property as it exists today currently contains a total of 39.97± gross acres, of which 17.795± acres are considered wetlands. 4.73± acres of these wetlands will be mitigated for the development of the proposed Edgemont at Serenoa subdivision. After mitigation, 13.06± acres of wetlands will remain.

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ADDENDUM

SUBJECT DEED OF TRANSFER DATED JULY 2021

SUBJECT PUD DOCUMENT

TOPOGRAPHICAL MAP

SOILS MAP

ZONING MAP

FUTURE LAND USE MAP

FLOOD PLAIN MAP

WETLAND MAP

EDGEMONT AT SERENOA ENGINEERING PLANS SELECT PAGES

SUBJECT WETLAND VS UPLAND MAP

COMPARABLE LAND SALES WRITE-UPS

QUALIFICATIONS OF APPRAISER

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SUBJECT DEED OF TRANSFER DATED JULY 2021

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INSTRUMENT#: 2021105009 OR BK 5762 PG 1413 PAGES: 4 7/30/2021 10:58:03 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $35.50 DEED DOC:$16625.00

Prepared by and return to:
James Mancuso, Esquire
JAMES MANCUSO, P.A.
615 Fox Hunt Circle
Longwood, Florida 32750

Sales Price: $2,375,000.00

Documentary Stamp Tax: $16,625.00

Property Appraiser Parcel ID (Folio) Numbers: 13-24-26-0002-000-00600

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of the 27th day of July 2021, by **Lake County Dreamcatcher, LLC,** a Florida limited liability company ("**Grantor**"), whose mailing address *is 8605* Whispering Willow Ct., Orlando, FL 32835, to **D.R. Horton, Inc.,** a Delaware corporation ("**Grantee**") whose mailing address is 10192 Dowden Road, Orlando, FL 32832.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, conveys and sells to Grantee, all that certain land situate, lying and being in Lake County, Florida, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**"):

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise; and (4) that the Property is free of all encumbrances except those matters set forth on **Exhibit B** attached hereto and by this reference incorporated herein; provided, however reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its authorized officer as of the day and year first above written.

Signed, sealed and delivered in our presence:

Print:

Print:

Lake County Dreamcatcher, LLC, a Florida limited liability company

By:
Rex H. Walker, Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 20th day of July 2021, by Rex H. Walker as the Manager of Lake County Dreamcatcher, LLC, a Florida limited liability company, on behalf of the company. He [ ] is personally known to me or [ ] has provided FL DL as identification.

NOTARY PUBLIC

Print Name:

(NOTARY SEAL)

My commission expires:

MARCY B. KAST
MY COMMISSION # HH 151206
EXPIRES: July 14, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A

The Northwest ¼ of the Northwest ¼ of Section 13, Township 24 South, Range 26 East, Lake County, Florida

ALSO DESCRIBED AS:

A parcel of land lying in Section 13, Township 24 South, Range 26 East, Lake County, Florida being more particularly described as follows:

Begin at the Northwest corner of Section 13, Township 24 South, Range 26 East; thence, along the North line of said Section 13, North 89°53'49" East, 1312.40 feet, to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13; thence, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 13, S00°15'25"W, 1326.78 feet; thence, S89°51'50"W, 1311.67 feet, to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 13; thence, along the West line of said Section 13, N00°13'30"E, 1327.54 feet to the point of beginning.

EXHIBIT B

1. Ad valorem taxes for the year of this instrument and subsequent years which are not yet due and payable.

2. Agreement between Lake County, Florida, and Rex H. Walker and Judy Stone for Right-of-Way and Legal Access recorded in OR Book 5221, Page 1041, Public Records of Lake County, Florida.

3. Terms and conditions for Ordinance 2018-56 Walker Planned Unit Development (PUD) RZ-17-30-1 recorded December 13, 2018 in Book 5211, Page 160, Public Records of Lake County, Florida.

4. Oil, gas and mineral reservations contained in Deed from Arnold Industries, Inc., a Florida corporation, et al, recorded February 27, 1957 in Book 6, Page 398, Public Records of Lake County, Florida, without right of entry.

5. Declaration of Access Easement and Second Modification to Roadway Easement Agreements by and between Marina Landing, Inc., a Florida corporation and Lake County Properties, Inc., a Florida corporation recorded November 4, 2004 in Book 2690, Page 2279, Public Records of Lake County, Florida.

6. Easement for Ingress and Egress by and between Rex H. Walker and Judy C. Walker, husband and wife and Jefferson E. Lovell, Cucile Lovell, and Jerry W. Blackmer recorded December 17, 1996 in Book 1483, Page 2313, as affected by Affidavit recorded August 19, 2020 in Book 5526, Page 1555, Public Records of Lake County, Florida.

SUBJECT PUD DOCUMENT

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INSTRUMENT#: 2018144049 OR BK 5211 PG 160 PAGES: 7 12/13/2018 2:50:51 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $61.00

RETURN
PLANNING AND COMMUNITY DESIGN
315 WEST MAIN STREET
TAVARES FL 32778

Ordinance 2018- 56
Walker Planned Unit Development (PUD)
RZ-17-30-1

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rex Walker and Marion Skilling, (the "Applicants"), on behalf of Rex Walker and Judy Stone (f/k/a Judy Walker) (the "Owners") have made a request to establish a Planned Unit Development (PUD) zoning district; and

WHEREAS, the subject property consists of 40.02 +/- acres and is located north of Sawgrass Boulevard in south Lake County, within Section 13, Township 24 South, Range 26 East, and is more particularly described below:

The Northwest ¼ of the Northwest ¼ of Section 13, Township 24 South, Range 26 East, Lake County, Florida.

WHEREAS, the subject property is located within the Urban Low Future Use Category in accordance with Ordinance Number 2018- 55 ; and

WHEREAS, the Lake County Planning & Zoning Board reviewed Petition RZ-17-30-1 on October 31, 2018, after giving notice of the hearing on the petition for a change in zoning, including notice that the petition would be presented to the Board of County Commissioners of Lake County, Florida, on November 20, 2018; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above described property have been duly approved; and

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. **Terms.** The County Manager or designee shall amend the Lake County Zoning Map to show the Planned Unit Development (PUD) zoning district in accordance with this Ordinance. All uses specified must be generally consistent with the Concept Plan as shown in Exhibit "A" of this Ordinance. To the extent where there are conflicts between the Concept Plan and this Ordinance, the Ordinance shall take precedence. Road, lot layouts, open space, and stormwater ponds as depicted on the Concept Plan may be subject to change.

A. Permitted Land Uses.

1. The subject property can be developed with a maximum of four (4) dwelling units per net acre. This development may contain a mixture of single family detached dwelling units and single family attached dwelling units (duplexes or townhomes). In addition, one (1) additional dwelling unit may be built within the net buildable area of the parcel for every five (5) acres of wetlands on the subject property.

2. Accessory uses may be approved by the County Manager or designee. Any other use of the property will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height.

1. The Maximum Building height is forty (40) feet.

2. The maximum Impervious Surface Ratio (ISR) will be 60% for the overall development. The maximum ISR for each lot may be 75% as long as the applicant demonstrates that the overall development will not exceed 60% ISR.

3. The development shall provide a minimum of 25% open space of the net buildable area. Minimum required open space may include permeable stormwater management areas (berm and slope) if enhanced as amenities utilizing native vegetation.

4. All other development standards must be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

C. Development Standards.

1. The minimum Lot Width shall be as follows:
   a. Single Family Dwelling Unit (detached): Forty (40) feet.
   b. Townhome: Fifteen (15) feet.
2. Minimum size of dwelling unit: 1,250 square feet of living area.

D. Setbacks. The minimum setback for residential development will be as follows:

Development	Front	Side[2]	Rear[2]	Multiple Frontage
Single Family Residence[1]	Twenty feet (20) Feet	Five (5) Feet	Five (5) Feet	Fifteen (15) feet
Townhomes or Duplexes	Twenty feet (20) Feet	0 Feet (with a minimum of ten (10) feet between structures)	Five (5) Feet	Fifteen (15) feet
Note 1: Porches may receive a reduced front setback of ten (10) feet from the right of way or property line, whichever is greater. Porches with a reduced front setback shall not be fully enclosed and shall not exceed one-story in height. Note 2: Pools, pool enclosures, screen rooms, sheds and all other accessory structures shall have a five (5) foot side and rear setback.				

1. All setbacks detailed in the chart above must be measured from the property line unless stated otherwise.
2. Driveways for single family lots shall be setback a minimum of five (5) feet from the side property lines. The setbacks for driveways for the townhomes/condos may be allowed to have a zero foot side setback with an approved grading plan.

3. Any setback not specified herein must be in accordance with the Lake County Land Development Regulations, as amended.

E. Parking Requirements. Off-street parking must be provided in accordance with the Lake County Land Development Regulations, as amended.

F. Landscaping, Buffering, and Screening. All new development must provide landscaping in accordance with the Lake County Land Development Regulations, as amended.

G. Environmental Requirements.

1. Development (structures and impervious surfaces) shall be setback a minimum of fifty (50) feet from the jurisdictional wetland line or mean high water line, whichever is further landward, with the exception of water dependent uses and structures such as docks, platforms, and pile-supported walkways or similar structures. The use of fertilizers, pesticides, or herbicides is strictly prohibited within upland buffer zones unless specifically authorized by the appropriate federal or state agency.

2. Prior to any future development, a current environmental assessment must be submitted to identify potential negative impacts to wetlands, habitat, wildlife corridors, flora, and fauna.

3. All wetlands and wetland buffers within the property must be placed into a conservation easement that will run in favor of, and be enforceable by, a homeowners' association, a public agency acceptable to Lake County, or Lake County, at Lake County's discretion. The conservation easement must require that all wetlands and wetland buffers be maintained in their natural and unaltered state. Any such easement must allow access to water dependent structures such as docks and walkways. Prior to Development all wetland impacts must be mitigated in accordance with St. River Water Management District requirements.

4. A portion of the 50 foot wetland buffer may be included on the platted lots. If a portion of the fifty (50) foot wetland buffer is included on the platted lots, the plat must notate that no structures or impervious surfaces may be placed within the fifty (50) foot wetland buffer and that the wetland buffer be maintained in its natural and unaltered state. The fifty (50) foot wetland buffer must be included in the conservation easement for the wetlands.

5. Wetland impacts may be considered with appropriate jurisdictional permits.

H. Noise: Compliance must be in accordance with the Lake County Land Development Regulations, as amended.

I. Transportation Improvements.

1. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

2. Sidewalks will be required per Land Development Regulations, as amended.

J. **Utilities.** The development shall be served with central potable water and central sewer, in accordance with the Comprehensive Plan and LDR, as amended.

K. **Stormwater Management**. The stormwater management system must be designed in accordance with all applicable Lake County and St. Johns River Water Management District requirements.

L. **Floodplain Management.** The Owners will be responsible for any flood studies required for developing the site and to comply with Federal Emergency Management Agency (FEMA) regulations, the Comprehensive Plan, and the Lake County Land Development Regulations. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

M. **Lighting:** Exterior lighting must be in accordance with the Lake County Land Development Regulations, as amended, and consistent with Dark-Sky Principles.

N. **Signage:** All signage must be in accordance with the Lake County Land Development Regulations, as amended. Offsite signage for the Development may be provided adjacent to the right-of-way for the access connection near the intersection with the Sawgrass Bay Blvd., as approved by Lake County, until such time as future CR 455 road as depicted on Exhibit A is improved.

O. **Concurrency Management Requirements.** Any development must comply with the Lake County Concurrency Management System, as amended.

P. **Development Review and Approval.**

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with EXHIBIT "A" - Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended
2. PUD Expiration: Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.

Q. **Access.** Access for the Development shall be via Sawgrass Bay Blvd, as generally depicted on Exhibit A.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Lake County Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will inure to the benefit of, and will constitute a covenant running with the land, and the terms, conditions, and provisions of this Ordinance will be binding upon the present Owners and any successor, and will be subject to each and every condition set out in this Ordinance.

D. The transfer of ownership or lease of any or all of the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the Land Development Regulations, as amended.

E. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this Ordinance and to recommend that the ordinance be revoked.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance will become effective as provided by law.

{Rest of Page Intentionally Left Blank}

Ordinance 2018-56, RZ-17-30-1 Walker Property

ENACTED this 20 day of November, 2018.

FILED with the Secretary of State November 27, 2018.

EFFECTIVE November 20, 2018, 2018.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Timothy I. Sullivan, Chairman

This 20 day of November, 2018

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

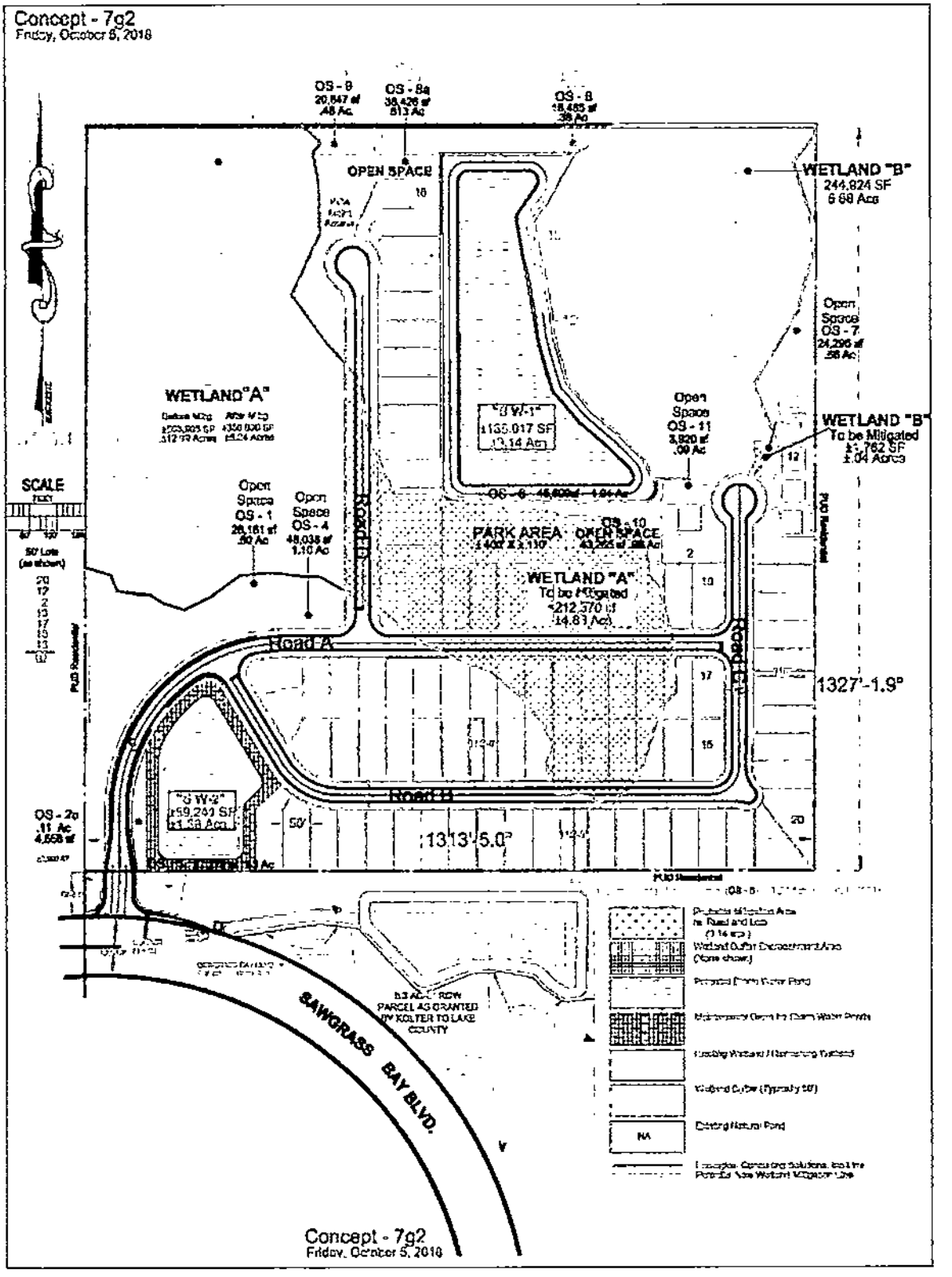
BOARD OF COUNTY COMMISSIONERS · LAKE COUNTY, FLORIDA

Approved as to form and legality:

Melanie Marsh
County Attorney

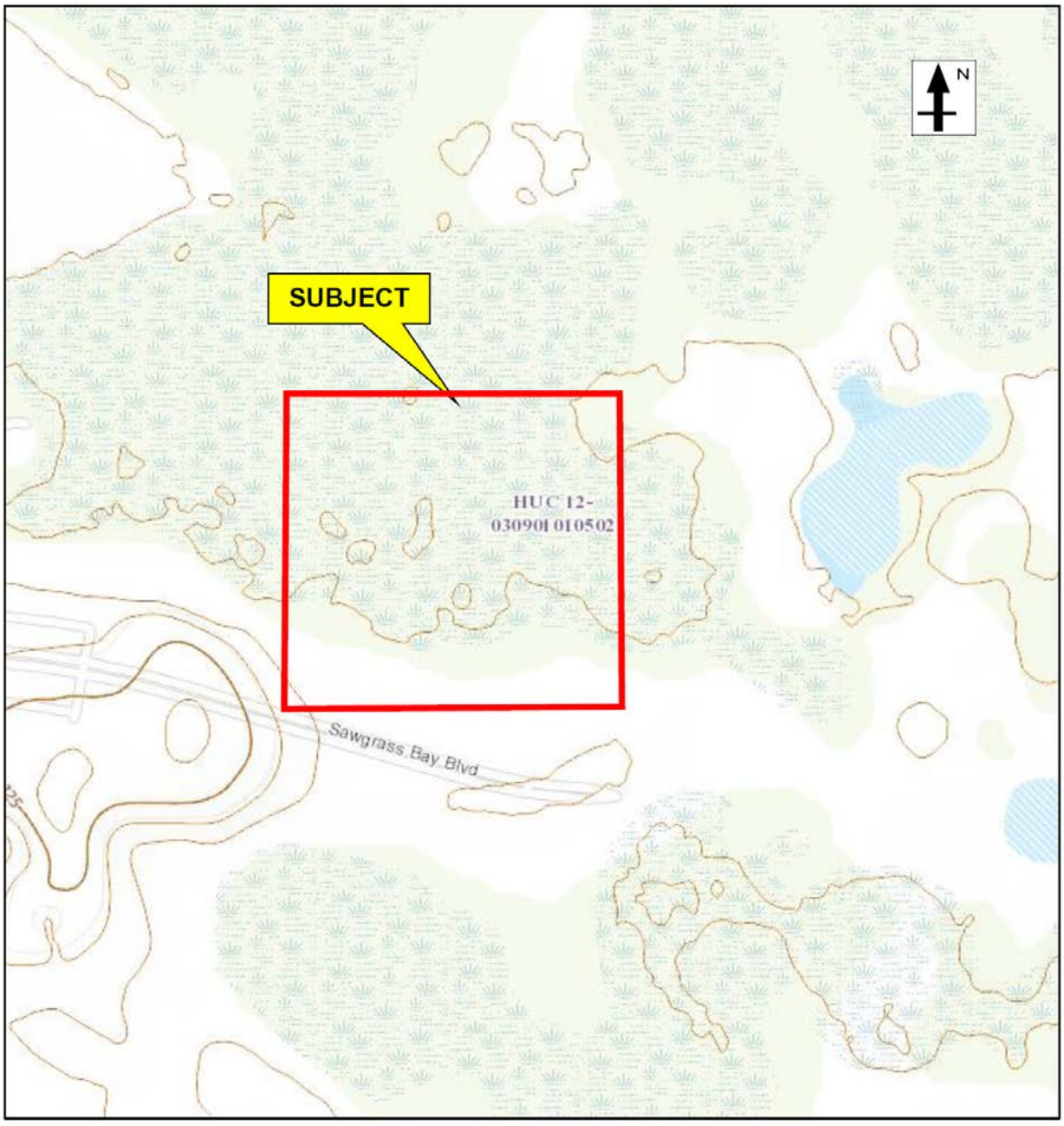
Ordinance 2018-56, RZ-17-30-1 Walker Property

Exhibit A. Concept Plan.



TOPOGRAPHICAL MAP

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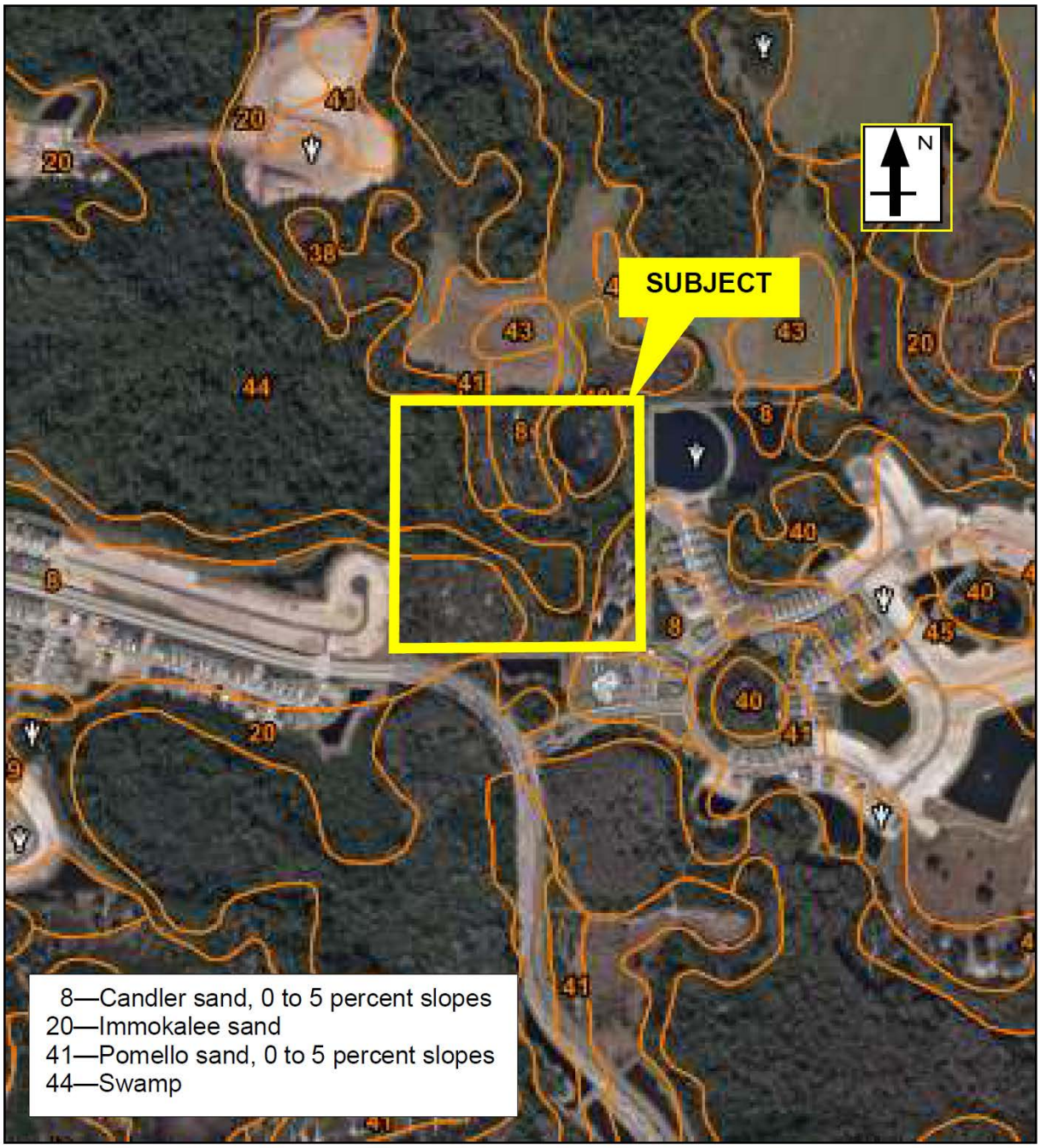


Approximate Representation
Source: USGS, Topographical Map

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SOILS MAP

COPYRIGHT 2021, PINEL & CARPENTER, INC.



Approximate Representation
Source: Florida Soil Survey, Lake County

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ZONING MAP

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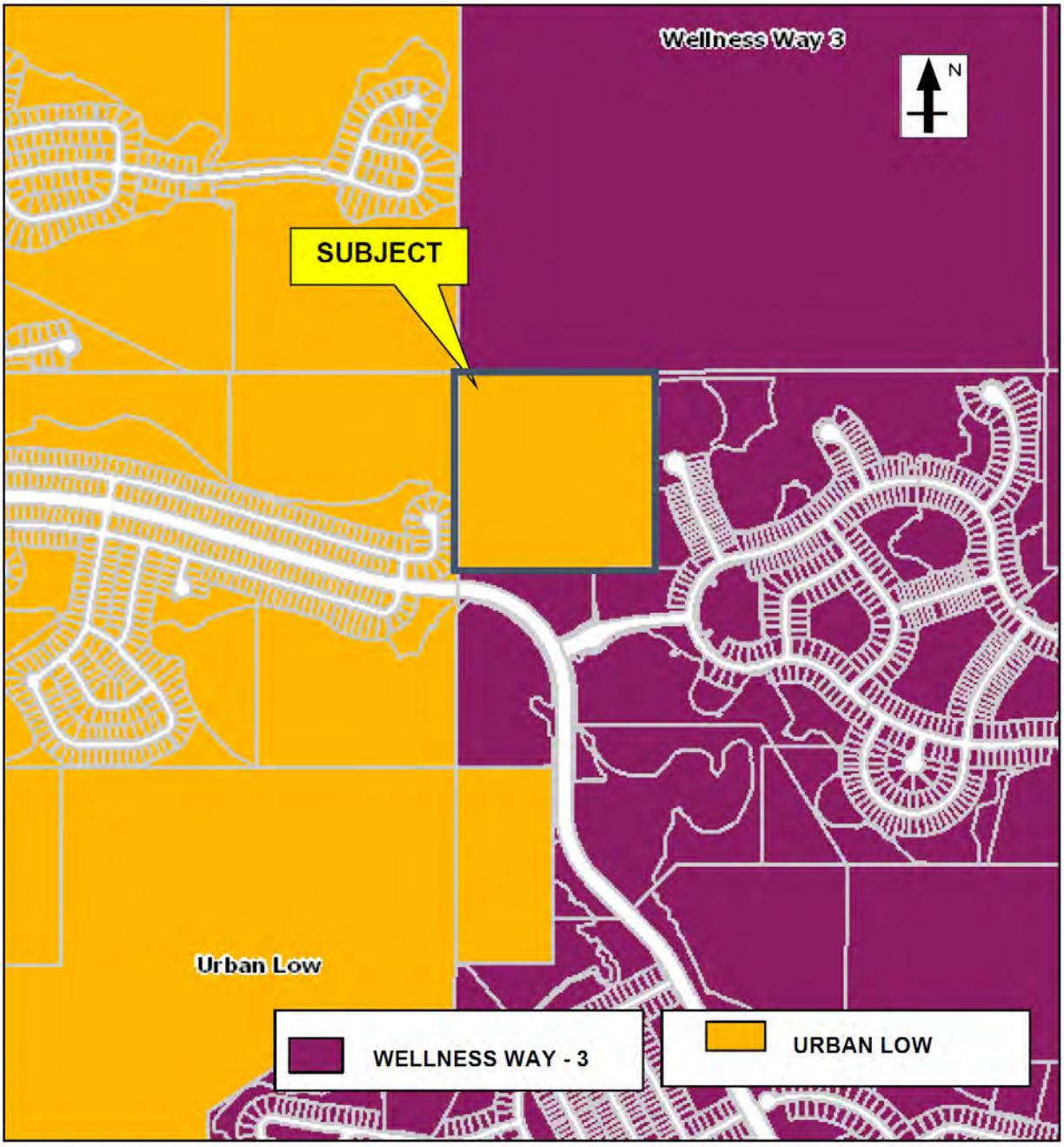


Approximate Representation
Source: Lake County Property Appraiser, Zoning Map

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FUTURE LAND USE MAP

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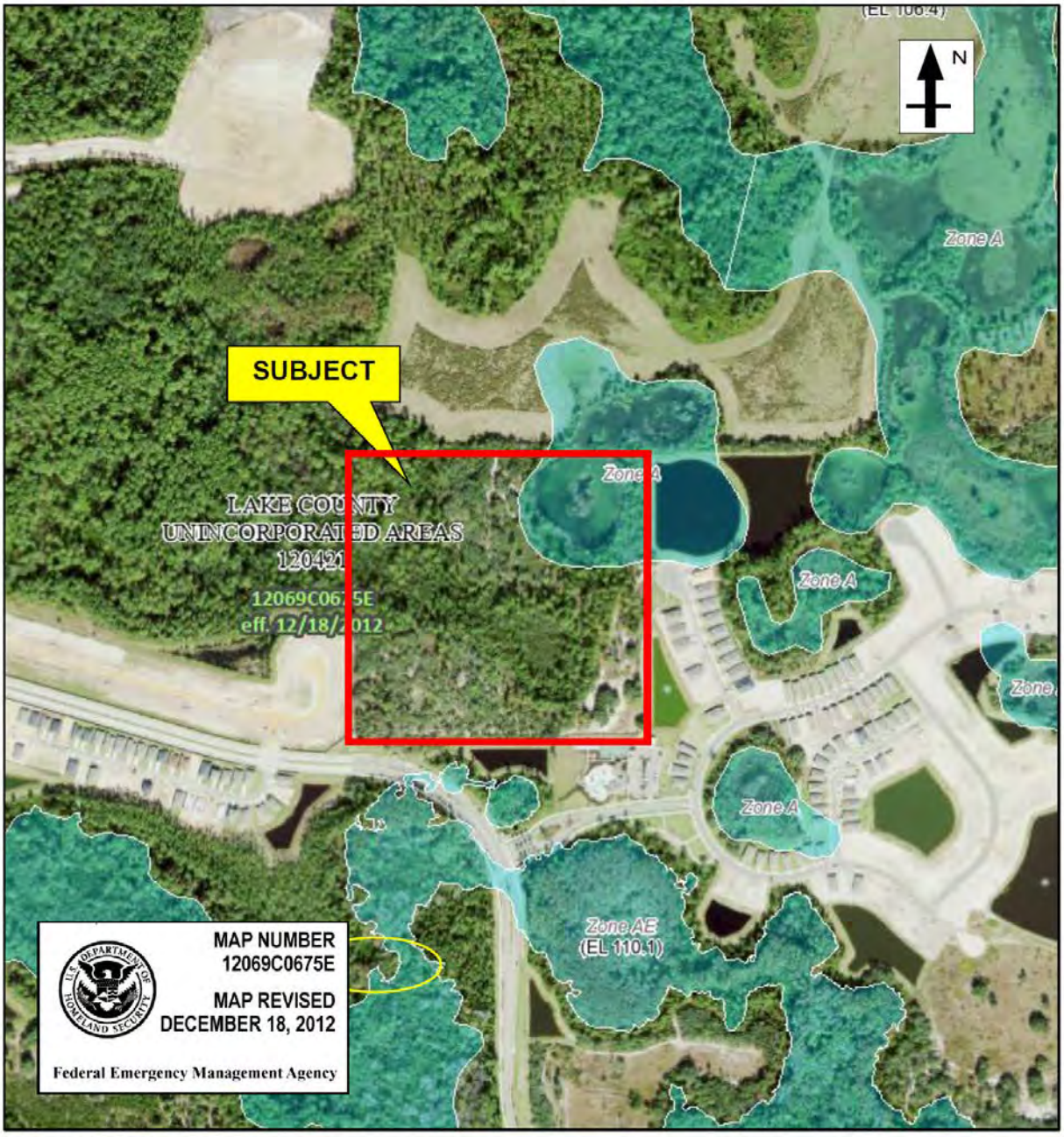


Approximate Representation
Source: Lake County Property Appraiser, Future Land Use Map

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FLOOD PLAIN MAP

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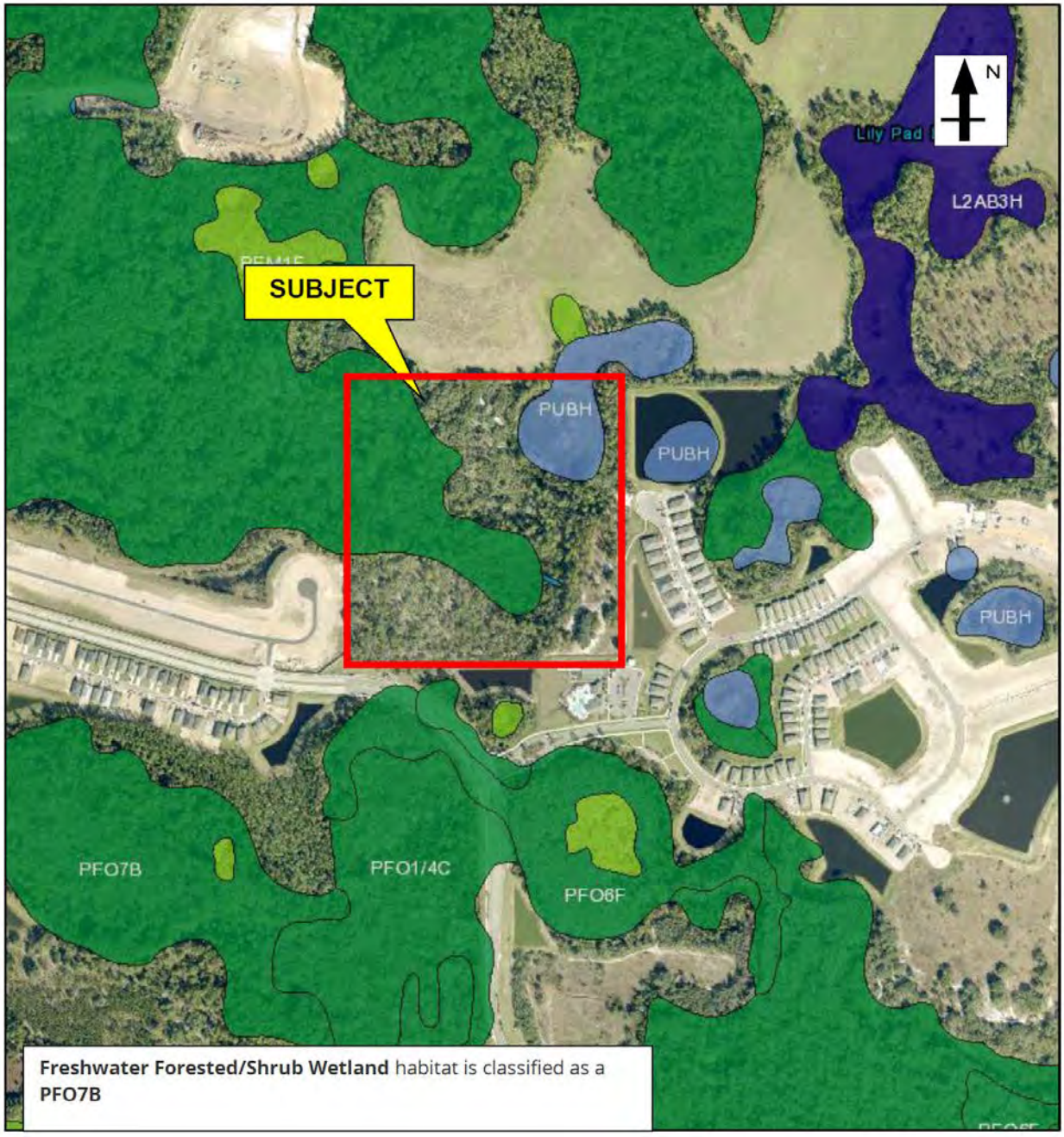


Approximate Representation
Source: FEMA

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WETLANDS MAP

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EDGEMONT AT SERENOA ENGINEEREING PLANS SELECT PAGES

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FINAL ENGINEERING PLANS
FOR
EDGEMONT

PARCEL ID:
13-24-26-0002-000-00600

SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR

DR HORTON, INC.

6200 LEE VISTA BLVD. SUITE 400
ORLANDO, FLORIDA 32822
(407) 246-9834

LEGAL DESCRIPTION PER TITLE COMMITMENT:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED NOVEMBER 4, 2004 IN OFFICIAL RECORDS BOOK 2690, PAGE 2279 ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE, ALONG THE NORTH LINE OF SAID SECTION, NORTH 89 53'50"EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, S89 51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST LINE OF SAID SECTION 13, N0013'30"W, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

INDEX OF SHEETS

C001	COVER SHEET
SV01	BOUNDARY AND TOPO SURVEY
C002	SYMBOLS AND ABBREVIATIONS
C003	GENERAL NOTES
C005	WETLAND IMPACT PLAN
C006	OVERALL SITE PLAN
C100 – C101	SITE/ GEOMETRY PLANS
C200 – C201	UTILITY PLANS
C300 – C301	DRAINAGE PLANS
C400 – C402	GRADING PLANS
C500	OFF-SITE PLAN
C601 – C603	PLAN & PROFILES
C700	EROSION CONTROL PLAN
C800	VEHICULAR CIRCULATION PLAN
C900 – C903	CONSTRUCTION DETAILS
C910 – C913	CITY DETAILS
C920 – C922	LIFT STATION DETAILS
L-100	TREE MITIGATION PLAN
L-200	OVERALL LAYOUT PLAN
L-400	OVERALL LANDSCAPE PLAN
L-401	LANDSCAPE DETAILS AND NOTES
PLAT SHEETS 1-8	PRELIMINARY PLAT

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

PROJECT TEAM MEMBERS:

OWNER:
LAKE COUNTY DREAMCATCHER LLC
8605 WHISPERING WILLOW CT
ORLANDO, FL 32835

ENVIRONMENTAL:
ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434

DEVELOPER:
DR HORTON, INC.
6200 LEE VISTA BLVD. SUITE 400
ORLANDO, FL 32822
PHONE: (407) 246-9834

SURVEYOR:
KPM FRANKLN
1012 EMMETT STREET
KISSIMMEE, FL 34741
PHONE: (407) 846-1216

ENGINEER:
MADDEN, MOORHEAD, & STOKES, LLC.
431 E HORATIO AVE, STE 260
MAITLAND, FL 32751
PHONE: (407) 629-8330

GEOTECHNICAL:
UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BLVD.
ORLANDO, FL 32811
PHONE: (407) 423-0504

UTILITY PROVIDERS:

WATER & WASTE WATER:
UTILITIES INC.
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714
PHONE: (321) 972-0360

CABLE:
SPECTRUM
3767 ALL AMERICAN BLVD.
ORLANDO, FL 32810
PHONE: (407) 532-8509

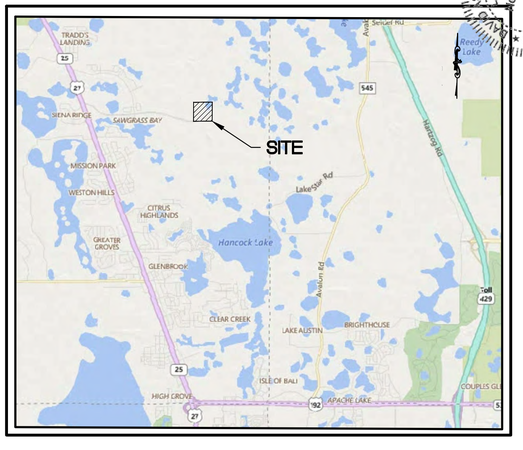
PHONE
CENTURYLINK
33 N. MAIN STREET
WINTER GARDEN, FL 34787
PHONE: (407) 814-5329

GAS:
TECO ENERGY
600 W. ROBINSON ST.
ORLANDO, FL 32801
PHONE: (407) 420-6663

POWER:
SECO ENERGY
330 SOUTH US HIGHWAY 301
SUMTERVILLE, FL 33585
PHONE: (352) 569-9639

VICINITY MAP

SCALE: 1" = 5000'

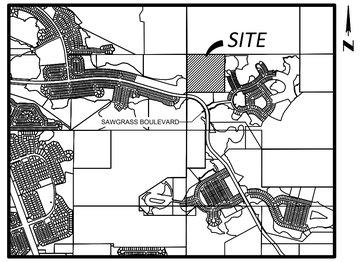




EDGEMONT (JOB. NO. 19058)

h:\data\19058\eng\final\19058_c001 - cover.dwg

BOUNDARY & TOPOGRAPHIC SURVEY



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION PER TITLE COMMITMENT:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED NOVEMBER 4, 2004 IN OFFICIAL RECORDS BOOK 2690, PAGE 2279 ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY , NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 , S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

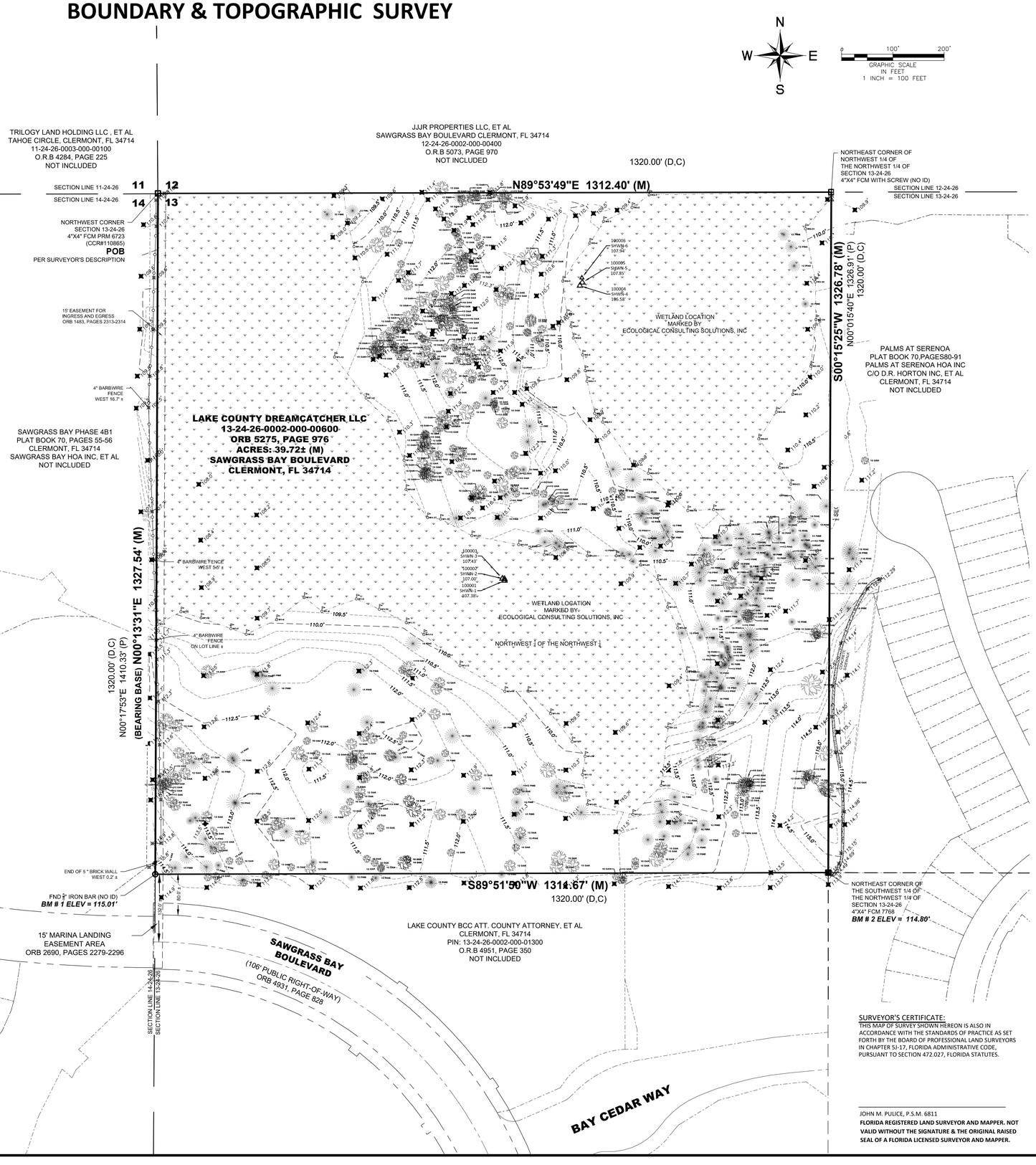
SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY, WAS TO CONVEY A BOUNDARY SURVEY AND ITS IMPROVEMENTS TOPOGRAPHICALLY.
2. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A TRIMBLE R-10 DUAL FREQUENCY GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   - 2.1. THE REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON AUGUST, 2019.
   - 2.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   - 2.3. HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
3. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC) IS "SUBURBAN" . THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED EXCEEDS THIS REQUIREMENT. THE LEGAL DESCRIPTION MATHEMATICALLY CLOSES.
4. THE VERTICAL CONTROL WAS BASED ON DIFFERENTIAL LEVELING FROM PUBLISHED BENCHMARK "LK 281" LOCATED IN LAKE COUNTY, FLORIDA (EL=122.90' / NAVD 88').
   - 4.1. VERTICAL DATA IS BASED ON NAVD (NORTH AMERICAN VERTICAL DATUM) 1988 (US SURVEY FOOT).
   - 4.2. TWO TEMPORARY BENCH MARKS WERE SET ON THE SITE. SEE THE MAP OF SURVEY.
5. THE ACCURACY STANDARD USED FOR THE VERTICAL CONTROL FOR THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENT CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC). THE MAXIMUM ERROR OF ACCURACY ALLOWED FOR THIS TYPE OF SURVEY IS 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES (0.05*√1). THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION EXCEEDS THIS REQUIREMENT.
6. THE LAND SHOWN ON THIS SURVEY IS THE SAME AS THE LAND IN THE PROVIDED TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY.
7. DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY THE TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY.
8. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
9. FIELD BEARINGS AND DISTANCES ARE RELATIVE TO THE BEARING BASE. THE BEARING BASE IS THE WEST LINE OF THE SURVEYED PARCEL (BEARING BASE: NORTH 00°13'31" EAST).
10. DISTANCES MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
11. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER DEEDS OF RECORD. THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY WAS USED TO CONVEY THE AFOREMENTIONED ITEMS.
12. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
13. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
14. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
15. WETLAND LOCATIONS AND WETLAND LINES HAVE BEEN SHOWN ON THIS SURVEY FROM FIELD MARKED WETLAND FLAGS PROVIDED BY ECOLOGICAL CONSULTING SERVICES.
16. ONE FOOT CONTOUR INTERVALS ARE SHOWN HEREON.
17. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
18. THIS PROPERTY LIES WITHIN ZONE "X" & "A" OF THE CURRENT FEMA FLOOD RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS LAKE COUNTY UNINCORPORATED AREAS, FLORIDA. MAP NUMBER 12069C0675 E, WITH A REVISION DATE OF DECEMBER 18 2012.
19. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
20. TREE SYMBOLS ARE NOT TO SCALE. TREE DIAMETER BREAST HEIGHT IS DENOTED BY EACH TREE ON THIS SURVEY. TREE SIZE AND SPECIES SHOULD BE VERIFIED BY A REGISTERED LANDSCAPE ARCHITECT (R.L.A.), ARBORIST OR PERSON OF A SIMILAR PROFESSION (TREE EXPERT).
21. ALL TYPES, SIZES, LOCATIONS, GRADES, ETC, OF ALL FEATURES, SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
22. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

POINT TABLE			
NORTHING	EASTING	ELEV.	DESC.
1479754.03	440282.33	107.38'	SHWN-1
1479757.08	440282.33	107.00'	SHWN-2
1479757.70	440278.36	107.43'	SHWN-3
1480329.00	440429.49	106.58'	SHWN-4
1480335.37	440434.20	107.85'	SHWN-5
1480344.40	440433.26	107.94'	SHWN-6

LEGEND:
(D) = DEED
(P) = PLAT
(M) = FIELD MEASURE
(C) = CALCULATED
PB = PLAT BOOK
P/L = PROPERTY LINE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS
P.R.M. = PERMANENT REFERENCE MONUMENT
ID or IDENT = IDENTIFICATION
EL = ELEVATION
ORB = OFFICIAL RECORDS BOOK
FAC = FLORIDA ADMINISTRATIVE CODE
FCM= FOUND CONCRETE MONUMENT
CCR - CERTIFIED CORNER RECORD
POB - POINT OF BEGINNING
PIN - PARCEL IDENTIFICATION NUMBER
SHWN - SEASONAL HIGH WATER NAIL

OAK TREES
PINE TREES
WETLAND FLAG LOCATIONS PER ENVIRONMENTALIST



SURVEYOR'S CERTIFICATE:

THIS MAP OF SURVEY SHOWN HEREON IS ALSO IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOHN M. PULICE, P.S.M. 6811
FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION	DATE
1 UPDATED BOUNDARY & SURVEYOR'S LEGAL DESCRIPTION	3/10/20
2 ADDED SHW LOCATIONS TO TOPO	5/12/20
3	
4	
5	

Job No. 19-0151-000
Scale 1:200
Section 13
Township 24S
Range 26E

FIELD DATE: 07/2019
F.B.: 502
PAGE: 13-40
REVIEW: JMP
DRAWN: CN
CHECKED: BT/JMP

BOUNDARY AND TOPOGRAPHIC SURVEY
WALKER / CLERMONT PROPERTY

KPM Franklin
ENGINEERING • PLANNING • SURVEYING
1012 EMMETT STREET
KISSIMMEE, FL 34741
PHONE: (407) 847-2179
CERTIFICATE OF AUTHORIZATION: 33659
EB NO. 0536 | LB NO. 6605
CONTACT: JOHN M. PULICE
E-MAIL: SURVEY@KPMFRANKLIN.COM

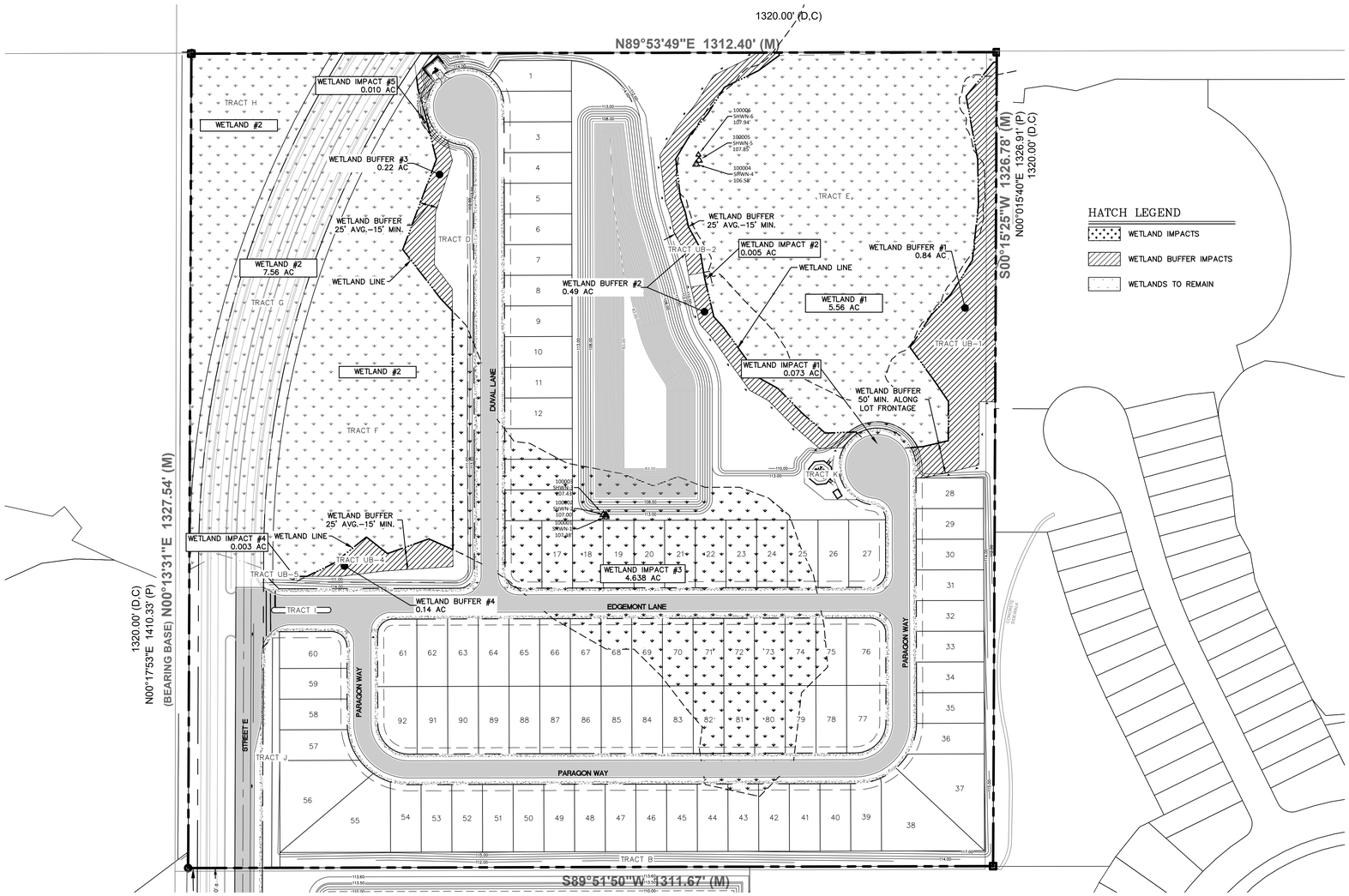
DRAWING

SHEET 1
OF 1

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



HATCH LEGEND

- WETLAND IMPACTS
- WETLAND BUFFER IMPACTS
- WETLANDS TO REMAIN

WETLAND DATA

-CURRENT WETLANDS:	17.795 AC
-WETLANDS TO BE MITIGATED:	4.729 AC
-WETLANDS TO REMAIN:	13.066 AC

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

WETLAND IMPACT PLAN

FOR

EDGEMONT

LAKE COUNTY FLORIDA

DR HORTON, INC.
6200 LEE VISTA BLVD, SUITE 400
ORLANDO, FLORIDA 32822
(407) 246-3834

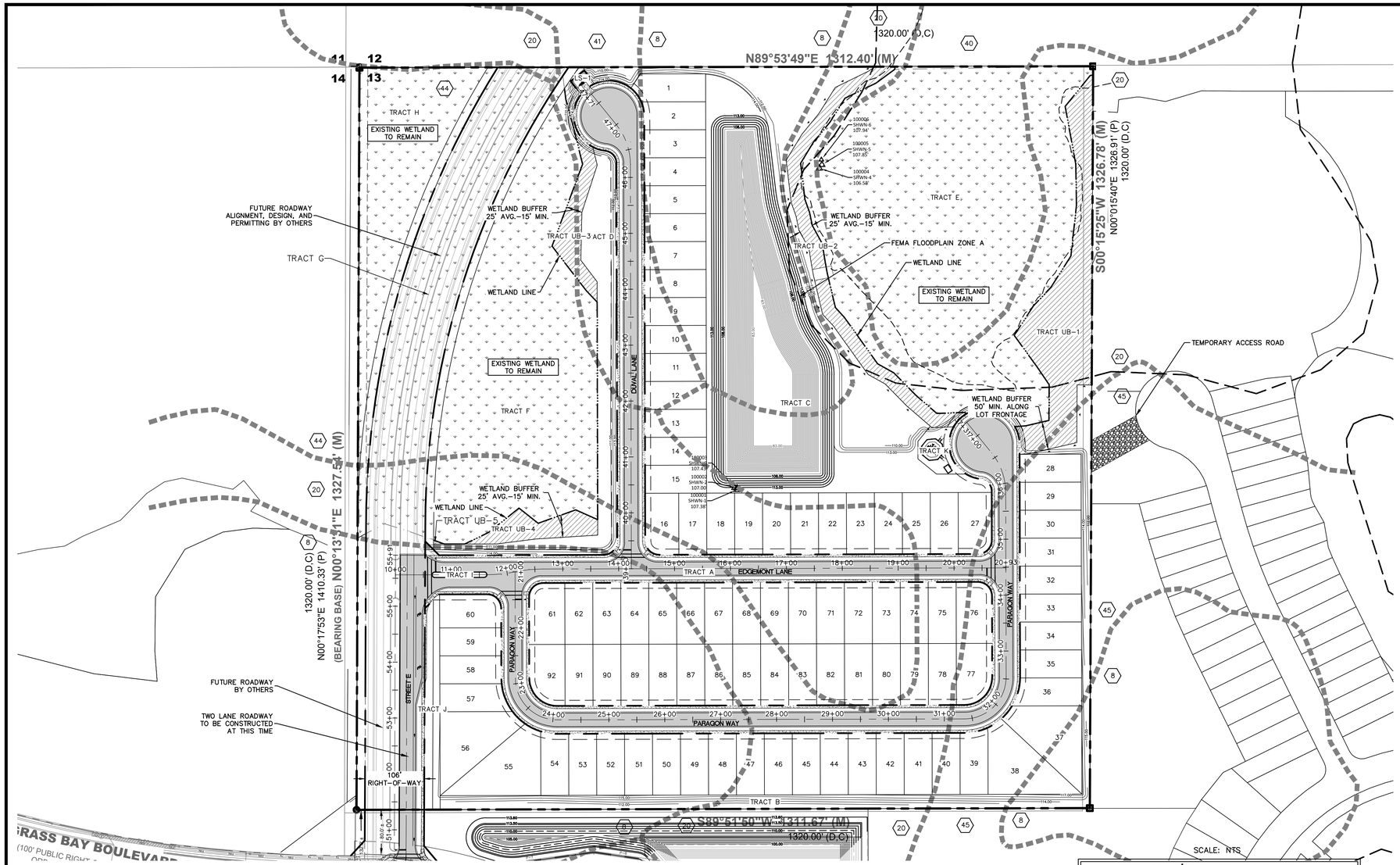
ENGINEER'S SEAL
DANIEL A. STOKES
LICENSE
No. 66527
STATE OF FLORIDA
PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	DATE	REVISIONS

H:\Data\19058\Eng\Final\19058_C005 - WETLAND IMPACT PLAN.dwg August 13, 2020 2:19 PM

JOB # 19058
DATE: 06/24/2020
SCALE: 1"=100'
DESIGNED BY: TTB
DRAWN BY: TTB
APPROVED BY: DAS

C005



GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SITE DATA:

1. GROSS PROJECT AREA: ±39.97 ACRES / ±1,741,242 S.F.
2. PARCEL ID: 13-24-26-0002-000-00600
3. EXISTING ZONING: PUD BY ORDINANCE 2018-26
4. EXISTING FUTURE LAND USE: URBAN LOW FLU
5. MAXIMUM LOTS PROPOSED: 92 SINGLE-FAMILY DETACHED
6. MINIMUM LOT SIZE: 40' x 110'
7. MINIMUM LIVING AREA: 1,250 SF
8. MAXIMUM BUILDING HEIGHT: 40'
9. LOT SETBACKS - SINGLE FAMILY DETACHED (MEASURED FROM THE PROPERTY LINE):
   FRONT: 20 FEET
   REAR: 5 FEET
   SIDE: 5 FEET
   SECONDARY FRONT: 15 FEET
10. THE PROJECT SITE CONTAINS ±17.80 ACRES OF EXISTING WETLANDS.
    -4.67 ACRES WILL BE MITIGATED
    -13.13 ACRES WILL NOT BE MITIGATED
11. PER FEMA FIRM PANEL NO. 12069C0675E, DATED DEC. 18, 2012, THE SUBJECT PROPERTY IS DESIGNATED ZONE 'X'; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
12. STORM RUNOFF GENERATED ON SITE SHALL BE TREATED USING LAKE COUNTY AND SJRWMD STORMWATER MANAGEMENT SYSTEM.
13. THE ON SITE STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET LAKE COUNTY AND SJRWMD REQUIREMENTS.
14. FIRE PROTECTION WILL BE PROVIDED AND DESIGNED IN ACCORDANCE WITH ALL APPLICABLE LAKE COUNTY CODE AND REGULATIONS.
15. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF LAKE COUNTY.
16. A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE CREATED TO PROVIDE FOR MANAGEMENT OF ALL COMMON AREAS AND FACILITIES.
17. PROJECT SIGNAGE WILL COMPLY WITH THE LAKE COUNTY LAND DEVELOPMENT CODE.
18. LANDSCAPE BUFFERS SHALL MEET THE REQUIREMENTS OF LAKE COUNTY LDC.
19. ANY WETLAND BUFFER AND/OR WETLAND IMPACT MITIGATION REQUIRED WILL BE PROVIDED PER SJRWMD AND LAKE COUNTY REQUIREMENTS.
20. PROPOSED ROADS WILL BE PUBLIC.
21. LOT DRAINAGE EASEMENTS SHALL BE PROVIDED, 5' SIDE AND REAR YARD DRAINAGE EASEMENTS REQUIRED.
22. DEVELOPMENT TO BE COMPLETED IN ONE PHASE.
23. THE MAXIMUM IMPERVIOUS SURFACE RATION (ISR) FOR THE OVERALL DEVELOPMENT IS 60%. SEE TABLE ON THIS SHEET.
24. PER LDR REQUIREMENTS STATED IN SECTION 9.04.04, SIDEWALKS ARE REQUIRED ON AT LEAST ONE SIDE OF THE RIGHT-OF-WAY.
25. ALL STREET LIGHTING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR HOA. LAKE COUNTY SHALL NOT MAINTAIN ANY STREET LIGHTING PROPOSED WITHIN THESE PLANS FOR THIS DEVELOPMENT.

COMMON OPEN SPACE

OPEN SPACE REQUIRED:
25% OF NET BUILDABLE AREA
26.90 AC x 25% = 6.73 ACRES REQUIRED

OPEN SPACE PROVIDED:	
TRACT B	0.99 AC.
TRACT C (SURFACE WATER RETENTION AREA SUBRACTED)	2.80 AC.
TRACT D	0.84 AC.
TRACT I	0.02 AC.
TRACT J	0.23 AC.
TRACT UB-1	0.94 AC.
TRACT UB-2	0.48 AC.
TRACT UB-3	0.24 AC.
TRACT UB-4	0.19 AC.
TRACT UB-5	0.002 AC.
OPEN SPACE TOTAL	6.732 AC.

LAND USE:

1. GROSS PROJECT AREA: 39.97 AC.
2. NET DENSITY:
   ESTIMATED PROPOSED NET BUILDABLE AREA:
   = GROSS AREA (39.97 AC.) - EXIST. WETLANDS (13.07) = 26.90 AC.
   PROPOSED MAXIMUM NET DENSITY:
   = # OF LOTS (92 DU) / BUILDABLE AREA (26.90 AC.)
   = 3.42 DU/AC.
3. GROSS DENSITY:
   PROPOSED MAXIMUM NET DENSITY:
   = # OF LOTS (92 DU) / GROSS AREA (39.97 AC.)
   = 2.30 DU/AC.

LEGEND:

- BOUNDARY / PROPERTY LINE
- WETLAND LINE
- WETLAND BUFFER LINE
- CENTER LINE
- EDGE OF PAVEMENT / MIAMI CURB
- RIGHT-OF-WAY LINE
- EASEMENT
- LOT LINE
- BUILDING SETBACK LINE
- 100 YR FLOOD LINE (FEMA)
- WETLAND

SOILS LEGEND

SOILS LINE

SOIL NUMBER	SOIL NAME	HYDROLOGIC GROUP
8	CANDLER SANDS 0-5% SLOPE	A
20	IMMOKALEE SAND	B/D
40	PLACID AND MYAKKA FINE SANDS, DEPRESSIONAL	A/D
41	POMELLO SAND, 0-5% SLOPE	C
44	SWAMP	D*
45	TAVARES SAND, 0-5% SLOPE	A

SOURCE: UNIVERSAL ENGINEERING SCIENCES GEOTECHNICAL REPORT DATED 08/07/2019
* SOIL 44 WAS DETERMINED PER WEB SOILS SURVEY MAP, HYDROLOGIC GROUP D WAS ASSUMED.

IMPERVIOUS AREA BREAKDOWN

AREA TYPE	AREA (AC.)	IMPERVIOUS AREA (AC.)	IMPERVIOUS (%)
RIGHT OF WAY	4.39	3.43	78
LOTS*	12.52	9.38	75
OPEN SPACE	6.73	0.0	0
CONSERVATION	11.01	5.51	50
RECREATION	0.10	0.08	75
LIFT STATION	0.02	0.02	100
RETENTION	1.68	1.68	100
LAKE COUNTY RIGHT OF WAY	3.52	2.72	77
TOTAL	39.97	22.82	57%

*4125 SF IMPERVIOUS PER TYPICAL LOT

TRACT / LAND USE TABLE

TRACT NAME	USE	OWNERSHIP	MAINTENANCE	ACRE (+)
TRACT A	RIGHT OF WAY	COUNTY	COUNTY	4.39 (10.98%)
TRACT B	LANDSCAPE/OPEN SPACE/SIGNAGE	H.O.A.	H.O.A.	0.99 (2.48%)
TRACT C	OPEN SPACE/ RETENTION	H.O.A.	H.O.A.	4.48 (11.20%)
TRACT D	LANDSCAPE/OPEN SPACE	H.O.A.	H.O.A.	0.84 (2.10%)
TRACT E	CONSERVATION	H.O.A.	H.O.A.	5.53 (13.83%)
TRACT F	CONSERVATION	H.O.A.	H.O.A.	3.79 (9.48%)
TRACT G	RIGHT OF WAY	COUNTY	COUNTY	3.52 (8.81%)
TRACT H	CONSERVATION	H.O.A.	H.O.A.	1.69 (4.23%)
TRACT LS-1	LIFT STATION	UTILITIES INC.	UTILITIES INC.	0.02 (0.04%)
TRACT I	LANDSCAPE/ OPEN SPACE/SIGNAGE	COUNTY	H.O.A.	0.02 (0.04%)
TRACT J	LANDSCAPE/OPEN SPACE/WALL/FENCE	H.O.A.	H.O.A.	0.23 (0.59%)
TRACT K	RECREATION	H.O.A.	H.O.A.	0.10 (0.26%)
TRACT UB-1	UPLAND BUFFER /OPEN SPACE	H.O.A.	H.O.A.	0.94 (2.36%)
TRACT UB-2	UPLAND BUFFER /OPEN SPACE	H.O.A.	H.O.A.	0.48 (1.21%)
TRACT UB-3	UPLAND BUFFER /OPEN SPACE	H.O.A.	H.O.A.	0.24 (0.60%)
TRACT UB-4	UPLAND BUFFER /OPEN SPACE	H.O.A.	H.O.A.	0.19 (0.47%)
TRACT UB-5	UPLAND BUFFER /OPEN SPACE	H.O.A.	H.O.A.	0.002 (0.00%)
SINGLE FAMILY LOTS:				12.52 (31.32%)
TOTAL PROJECT AREA:				39.97 (100.0%)

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

OVERALL SITE PLAN FOR EDGEMONT

FLORIDA
LAKE COUNTY

DR HORTON, INC.
6200 LEE VISTA BLVD., SUITE 400
ORLANDO, FLORIDA 32822
(407) 246-9834

ENGINEER'S NOTICE: PLANS ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER
DAVID A. STOKES * STATE OF FLORIDA * No. 66527 * PROFESSIONAL ENGINEER
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

NO	DATE	REVISIONS
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JOB # 19058
DATE: 06/24/2020
SCALE: 1"=100'
DESIGNED BY: TTB
DRAWN BY: TTB
APPROVED BY: DAS

C006

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

EXISTING RESIDENTIAL
ZONING: A
FLU: WELLNESS WAY 3

PROPERTY LINE

EXISTING RESIDENTIAL
ZONING: PUD
FLU: URBAN LOW DENSITY

TRACT H:
CONSERVATION

LS-1

R50'

R35'

47+00

46+00

45+00

44+00

43+00

42+00

41+00

10.0' U.E.

WETLAND BUFFER
25' AVG.-15' MIN.

TRACT D:
LANDSCAPE/
OPEN SPACE

A
C902

TRACT G:
RIGHT-OF-WAY/
OPEN SPACE

WETLAND LINE

PROPERTY LINE

EXISTING
WETLAND TO
REMAIN

5' CONCRETE
SIDEWALK (TYP.)
907
C900

MIAMI CURB
(TYP.)
300M
C900

DUVAL LANE

1	116.4'	50.0'	50.0'
2	115.0'	26.9'	50.0'
3	110.0'	50.0'	50.0'
4	110.0'	50.0'	50.0'
5	110.0'	50.0'	50.0'
6	110.0'	50.0'	50.0'
7	110.0'	50.0'	50.0'
8	110.0'	50.0'	50.0'
9	110.0'	50.0'	50.0'
10	110.0'	50.0'	50.0'
11	110.0'	50.0'	50.0'
12	110.0'	50.0'	50.0'
13	110.0'	50.0'	50.0'
14		50.0'	50.0'

MATCH LINE. SEE SHEET C-101

TRACT F:
CONSERVATION

MIAMI CURB
TYP.

WETLAND CONSERVATION
SIGN (TYP.)

113.00

108.00

83.00

ZONE X

ZONE A

FEMA FLOODPLAIN ZONE A

TRACT E:
CONSERVATION

APPROXIMATE LOCATION OF
ACTUAL FLOODPLAIN (BASE FLOOD
ELEVATION PER PALMS AT
SERENOA DETERMINED TO BE =
108.7 (NAVD 88)

TRACT UB-2:
OPEN SPACE

WETLAND BUFFER
25' AVG.-15' MIN.

EXISTING
WETLAND TO
REMAIN

WETLAND LINE

APPROXIMATE LOCATION OF ZONE A
FLOODPLAIN

EXISTING RESIDENTIAL
ZONING: A
FLU: WELLNESS WAY 3

PROPERTY LINE

TRACT UB-1:
OPEN SPACE

ZONE A

RETENTION POND

TRACT C:
OPEN SPACE/
RETENTION

TOT LOT

TRACT K:
RECREATION

R50'

57+00

WETLAND BUFFER
50' MIN. ALONG
LOT FRONTAGE

110.0'

RETENTION POND

5' REAR YARD SETBACK/DRAINAGE EASEMENT

50

5' SIDE YARD SETBACK/DRAINAGE EASEMENT

110' MIN.

20' FRONT YARD SETBACK

TYPICAL LOT SETBACKS
(50' LOTS)

5' REAR YARD SETBACK/DRAINAGE EASEMENT

60' MIN.

5' SIDE YARD SETBACK/DRAINAGE EASEMENT

15' SIDE STREET SETBACK

20' FRONT YARD SETBACK

TYPICAL CORNER LOT SETBACKS
(50' LOTS)

"WETLAND BUFFER" SIGN

4"x4" POST

ISOMETRIC VIEW

"WETLAND BUFFER" SIGN

60"

4"x4" POST

36"

18"

EXISTING GRADE

PROFILE VIEW

12"

NATURAL
CONSERVATION AREA
No Dumping, Land Clearing
or Other Disturbance to
Native Soils or Vegetation
Permitted Beyond This Point

12"

THIS SIGN TO BE ON A 4" POST AND LOCATED ON EVERY OTHER LOT LINE ADJACENT TO THE WETLAND

CS – TYPICAL WETLAND CONSERVATION SIGN
N.T.S.

KEYMAP

C100

C101

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

SITE/ GEOMETRY PLAN

FOR

EDGEMONT

FLORIDA

LAKE COUNTY

DR HORTON, INC.
6200 LEE VISTA BLVD., SUITE 400
ORLANDO, FLORIDA 32822
(407) 246-9834

ENGINEER'S INITIAL CERTIFICATE OF AUTHORIZATION NO. EB-0007723
DANIEL A. STOKES * LICENSE * No. 66527 * STATE OF FLORIDA * PROFESSIONAL ENGINEER
DANIEL A. STOKES, P.E. No. 66527
PROFESSIONAL ENGINEER
STATE OF FLORIDA

NO.	DATE	REVISIONS
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JOB # 19058
DATE: 06/24/2020
SCALE: 1"=50'
DESIGNED BY: TTB
DRAWN BY: TTB
APPROVED BY: DAS

C100

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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MATCH LINE. SEE SHEET C-100

TRACT F: CONSERVATION

MIAMI CURB TYP.

WETLAND LINE

TRACT UB-5: OPEN SPACE

WETLAND BUFFER 25' AVG.-15' MIN.

TRACT UB-4: OPEN SPACE

25'X25' ROW CORNER CLIP

CROSSWALK STOP SIGN AND STOP BAR (TYP.) 212 C900

FDOT TYPE A CURB AND GUTTER 300A C900

TRACT I: LANDSCAPE/ SIGNAGE 99'

EDGEMONT LANE

5' CONCRETE SIDEWALK (TYP.) 907 C900

PARAGON WAY

TRACT J: LANDSCAPE/ OPEN SPACE/ SIGNAGE

STREET E

15' ROW RESERVATION

13' BUFFER

25.0' BUFFER

TRACT B OPEN SPACE/ LANDSCAPE

RETENTION POND

TOT LOT

TRACT K: RECREATION

MAIL KIOSK

WETLAND BUFFER 50' MIN. ALONG LOT FRONTAGE

PEDESTRIAN TRAFFIC RAMP (TYP.) 304 C900

10.0' U.E.

5' CONCRETE SIDEWALK TYP.

15.0' BUFFER

CONCRETE SIDEWALK

PROPERTY LINE

EXISTING RESIDENTIAL ZONING: PUD FLU: WELLNESS WAY 3

CONNECT TO EXISTING EDGE OF PAVEMENT

SAWGRASS BAY BOULEVARE

KEYMAP

C100

C101

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SITE/ GEOMETRY PLAN

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ENGINEERING CERTIFICATE OF AUTHORIZATION NO. EB-0007723
DANIEL T. BOYCE STOKES ★ LICENSE No. 66527 ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER

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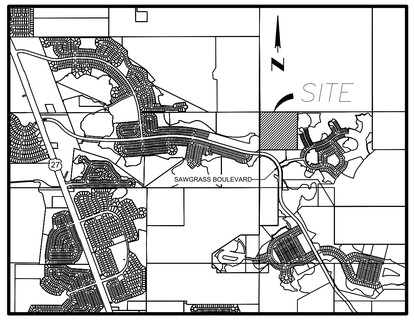
JOB # 19058
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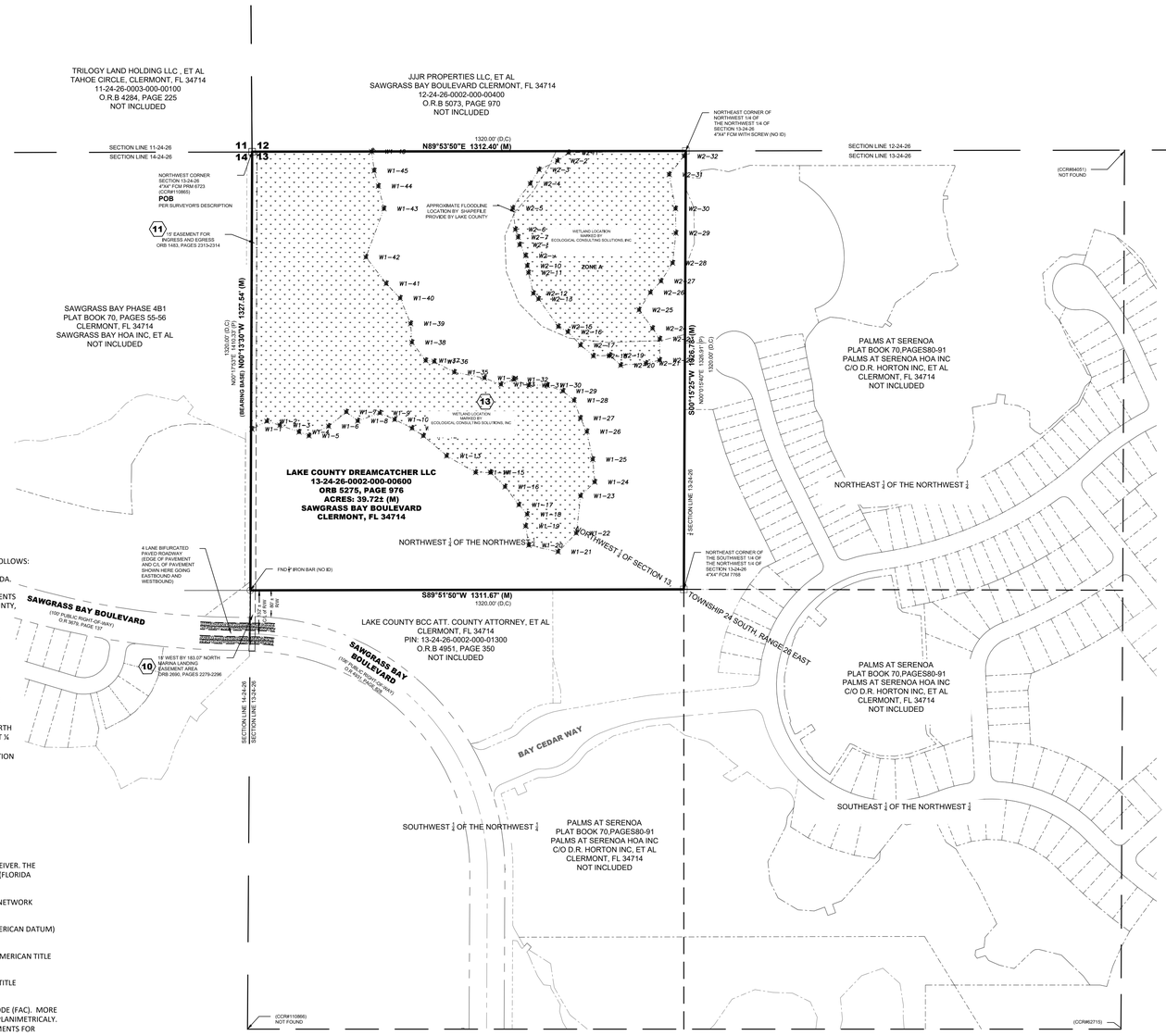
SUBJECT WETLANDS VS UPLANDS MAP

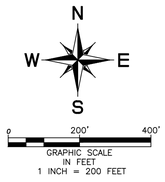
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ALTA/NSPS LAND TITLE SURVEY



VICINITY MAP
NOT TO SCALE





LEGAL DESCRIPTION PER TITLE COMMITMENT:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED NOVEMBER 4, 2004 IN OFFICIAL RECORDS BOOK 2690, PAGE 2279 ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY , NORTH 89 53'50" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST ¼ OF THE NORTHWEST 1/4 , S00 15'25"W, 1326.78 FEET; THENCE, RUN S89 51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N0013'30"W, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.72 ACRES MORES OR LESS.

SURVEYOR'S NOTES:

1. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A TRIMBLE R-10 DUAL FREQUENCY GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
   1.1. THE REDUNDANT RTK (REAL TIME KINETIC) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON AUGUST, 2019.
   1.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
   1.3. HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
2. THE LAND SHOWN ON THIS SURVEY IS THE SAME AS THE LAND IN THE PROVIDED TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY.
3. DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY THE TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY.
4. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY, WAS TO CONVEY AN ALTA/NSPS SURVEY AND ITS IMPROVEMENTS PLANIMETRICALY. THE REQUIREMENTS FOR AN ALTA/NSPS SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2016).
5. FIELD BEARINGS AND DISTANCES ARE RELATIVE TO THE BEARING BASE. THE BEARING BASE IS THE WEST LINE OF THE SURVEYED PARCEL (BEARING BASE: NORTH 00°13'30" WEST)
6. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC) IS "SUBURBAN" . THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET, THE ACCURACY OBTAINED EXCEEDS THIS REQUIREMENT. THE LEGAL DESCRIPTION MATHEMATICALLY CLOSES.
7. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
8. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE NOT FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER DEEDS OF RECORD. THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY WAS USED TO CONVEY THE AFOREMENTIONED ITEMS.
9. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY
10. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E. (SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.
11. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
12. WETLAND LOCATIONS AND WETLAND LINES HAVE BEEN SHOWN ON THIS SURVEY FROM FIELD MARKED WETLAND FLAGS PROVIDED BY ECOLOGICAL CONSULTING SERVICES.
13. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
14. NO CEMETERIES, BURIAL GROUNDS, OR GRAVESIDES WERE OBSERVED ON THE PROPERTY.
15. NO ENCROACHMENTS WERE FOUND DURING THIS SURVEY.
16. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER 2037-4266326, EFFECTIVE DATE MAY 10, 2019 (REVISED 5-17-19)
17. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND:

(D) = DEED
(P) = PLAT
(M) = FIELD MEASURE
(C) = CALCULATED
PB = PLAT BOOK
P/L = PROPERTY LINE
PSM = PROFESSIONAL SURVEYOR AND MAPPER
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS
P.R.M. = PERMANENT REFERENCE MONUMENT
ID or IDENT = IDENTIFICATION
EL = ELEVATION
ORB = OFFICIAL RECORDS BOOK
FAC = FLORIDA ADMINISTRATIVE CODE
FCM= FOUND CONCRETE MONUMENT

SCHEDULE B-II EXCEPTIONS:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(NOT A SURVEY MATTER)**
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(NONE FOUND)**
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **(NONE FURNISHED TO SURVEYOR)**
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. **(NOT A SURVEY MATTER)**
7. INTENTIONALLY DELETED.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
9. OIL, GAS AND MINERAL RESERVATIONS CONTAINED IN DEED FROM ARNOLD INDUSTRIES, INC., A FLORIDA CORPORATION, ET AL, RECORDED FEBRUARY 27, 1957 IN BOOK 6, PAGE 398, WITHOUT RIGHT OF ENTRY. **(NOT A SURVEY MATTER)**
10. DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS BY AND BETWEEN MARINA LANDING, INC., A FLORIDA CORPORATION AND LAKE COUNTY PROPERTIES, INC., A FLORIDA CORPORATION RECORDED NOVEMBER 4, 2004 IN BOOK 2690, PAGE 2279. **(AFFECT PROPERTY, SHOWN ON SURVEY)**
11. EASEMENT FOR INGRESS AND EGRESS BY AND BETWEEN REX H. WALKER AND JUDY C. WALKER, HUSBAND AND WIFE AND JEFFERSON E. LOVELL, CUCILE LOVELL, AND JERRY W. BLACKMER RECORDED DECEMBER 17, 1996 IN BOOK 1483, PAGE 2313. **(AFFECT PROPERTY, SHOWN ON SURVEY)**
12. TERMS AND CONDITIONS FOR ORDINANCE 2018-56 WALKER PLANNED UNIT DEVELOPMENT (PUD) RZ-17-30-1 RECORDED DECEMBER 13, 2018 IN BOOK 5211, PAGE 160. (NOT A SURVEY MATTER) **(NOT A SURVEY MATTER)**
13. AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND REX H. WALKER AND JUDY STONE FOR RIGHT-OF-WAY AND LEGAL ACCESS RECORDED JANUARY 8, 2019 IN BOOK 5221, PAGE 1041. **(AFFECT PROPERTY, NOT PLOTTABLE)**

TABLE A:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(ON MAP OF SURVEY)**
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(ON MAP OF SURVEY)**
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY

   ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP PANEL 12069C0675E, EFFECTIVE 12/18/2012, THE PROPERTY DESCRIBED HEREON LIES IN ZONE "X" AND ZONE "A".
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(ON MAP OF SURVEY)**
6. (A) IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**
   (B) IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. **(NONE PROVIDED)**
7. (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDINGS ON PROPERTY)**
   (B) SQUARE FOOTAGE OF:
   (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL. **(NO BUILDINGS ON PROPERTY)**
   (C) MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE AT A LOCATION SPECIFIED BY THE CLIENT. IF NO LOCATION IS SPECIFIED, THE POINT OF MEASUREMENT SHALL BE IDENTIFIED. **(NO BUILDINGS ON PROPERTY)**
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(NONE FOUND)**
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE FOUND)**
10. (A) AS DESIGNATED BY THE CLIENT, A DETERMINATION OF THE RELATIONSHIP AND LOCATION OF CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES (CLIENT TO OBTAIN NECESSARY PERMISSIONS). **(NONE FOUND)**
    (B) AS DESIGNATED BY THE CLIENT, A DETERMINATION OF WHETHER CERTAIN WALLS ARE PLUMB (CLIENT TO OBTAIN NECESSARY PERMISSIONS). (NOT ABLE TO ACCOMPLISH THIS TASK) **(NONE FOUND)**
11. LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY: OBSERVED EVIDENCE COLLECTED PURSUANT TO SECTION 5.E.IV. EVIDENCE FROM PLANS REQUESTED BY THE SURVEYOR AND OBTAINED FROM UTILITY COMPANIES, OR PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION), AND MARKINGS REQUESTED BY THE SURVEYOR PURSUANT TO AN 811 UTILITY LOCATE OR SIMILAR REQUEST REPRESENTATIVE EXAMPLES OF SUCH UTILITIES INCLUDE, BUT ARE NOT LIMITED TO: MANHOLES, CATCH BASINS, VALVE VAULTS AND OTHER SURFACE INDICATIONS OF SUBTERRANEAN USES; WIRES AND CABLES (INCLUDING THEIR FUNCTION, IF READILY IDENTIFIABLE) CROSSING THE SURVEYED PROPERTY, AND ALL POLES ON OR WITHIN TEN FEET OF THE SURVEYED PROPERTY. WITHOUT EXPRESSING A LEGAL OPINION AS TO THE OWNERSHIP OR NATURE OF THE POTENTIAL ENCROACHMENT, THE DIMENSIONS OF ALL ENCROACHING UTILITY POLE CROSSMEMBERS OR OVERHANGS; AND UTILITY COMPANY INSTALLATIONS ON THE SURVEYED PROPERTY. **(NONE FOUND)**

    NOTE TO THE CLIENT, INSURER, AND LENDER - WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(ON MAP OF SURVEY)**
14. AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET. **(ON MAP OF SURVEY)**
16. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NONE FOUND)**
17. PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. **(NOT APPLICABLE)**
18. IF THERE HAS BEEN A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, THE SURVEYOR SHALL LOCATE ANY DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK AND SHOW THEM ON THE FACE OF THE PLAT OR MAP. IF NO MARKERS WERE OBSERVED, THE SURVEYOR SHALL SO STATE. **(NOT LOCATED)**
19. INCLUDE ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS OR SERVITUDE DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR AS A PART OF THE SURVEY PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS) (CLIENT TO OBTAIN NECESSARY PERMISSIONS). **(ON MAP OF SURVEY)**

SURVEYOR'S CERTIFICATE:

PROPERTY ADDRESS: SAWGRASS BAY BLVD., CLERMONT, FL 34714.

TO: **D.R HORTON, INC, A DELAWARE CORPORATION.**
LAKE COUNTY DREAMCATCHER, LCC
LIGHTSEY & ASSOCIATES, P.A
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6(A),6(B),7(A),7(B1),7(C),8,9,10(A),10(B),11,13,14, 16,17,18,19, AND 20 OF TABLE A THEREOF. THIS MAP OF SURVEY SHOWN HEREON IS ALSO IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
THE FIELD WORK WAS COMPLETED ON 8-12-19
DATE OF MAP 8-15-19

JOHN M. PULICE, PSM LS 6811
FLORIDA REGISTERED LAND SURVEYOR AND MAPPER.
NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION	DATE
1 PAVEMENT LABEL, R/W DIMENSION, REMOVED NOTE 13	10/1/19
2	
3	
4	
5	

Job No. 19-0153-000
Scale 1:200
Section 13
Township 24S
Range 26E

FIELD DATE: 08/2019
F.B.:
PAGE:
ACAD#:
DRAWN BY: DK
CHECKED BY:JMP

ALTA/NSPS LAND TITLE SURVEY
WALKER / CLERMONT PROPERTY

1012 EMMETT STREET
KISSIMMEE, FL 34741
CERTIFICATE OF AUTHORIZATION: 32659
PHONE: (407) 846-4851
WWW.KPMFRANKLIN.COM
E-MAIL: SURVEY@PHRSURVEY.COM

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

DRAWING

SHEET 1
OF 1

COMPARABLE LAND SALES

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COMPARABLE LAND SALE

Land Sale No. 5506-2378

Property Identification	
Record ID	17931
Property Type	Vacant Land, RES Site (PUD)
Property Name	Serenoa Lakes
Address	S. Sawgrass Bay Boulevard, Clermont, Osceola County
Location	Southern terminus of Sawgrass Bay Blvd., E of US Hwy 27
Tax ID	13-24-26-0003-000-00400
MSA	Osceola County
Market Type	Clermont
Sale Data	
Grantor	VK Avalon Groves LLC
Grantee	Pulte Home Company, LLC
Sale Date	July 16, 2020
Deed Book/Page	5506
Recorded Plat	2378
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Aaron Struckmeyer, P.E. Land Planning and Entitlements Manager North Florida Division Direct: 407-661-2201 Cell: 352-339-5824 Confirmed by Chris Gantt on 2/23/21
Sale Price	$12,490,000
Cash Equivalent	$12,490,000
Adjusted Price	$12,490,000
Land Data	
Zoning	PUD, PUD Residential
Utilities	All Available
Future Land Use	Wellness Way 3
Land Size Information	
Gross Land Size	276.540 Acres or 12,046,082 SF
Net Land Size	103.740 Acres or 4,518,914 SF, 37.51%
Indicators	
Sale Price/Gross Acre	$45,165
Sale Price/Gross SF	$1.04
Sale Price/Net Acre	$120,397
Sale Price/Net SF	$2.76

COMPARABLE LAND SALE

Legal Description

Lengthy legal description retained in appraisers' files being apportion of Section 13, Township 24, Range 26 of Lake County, FL.

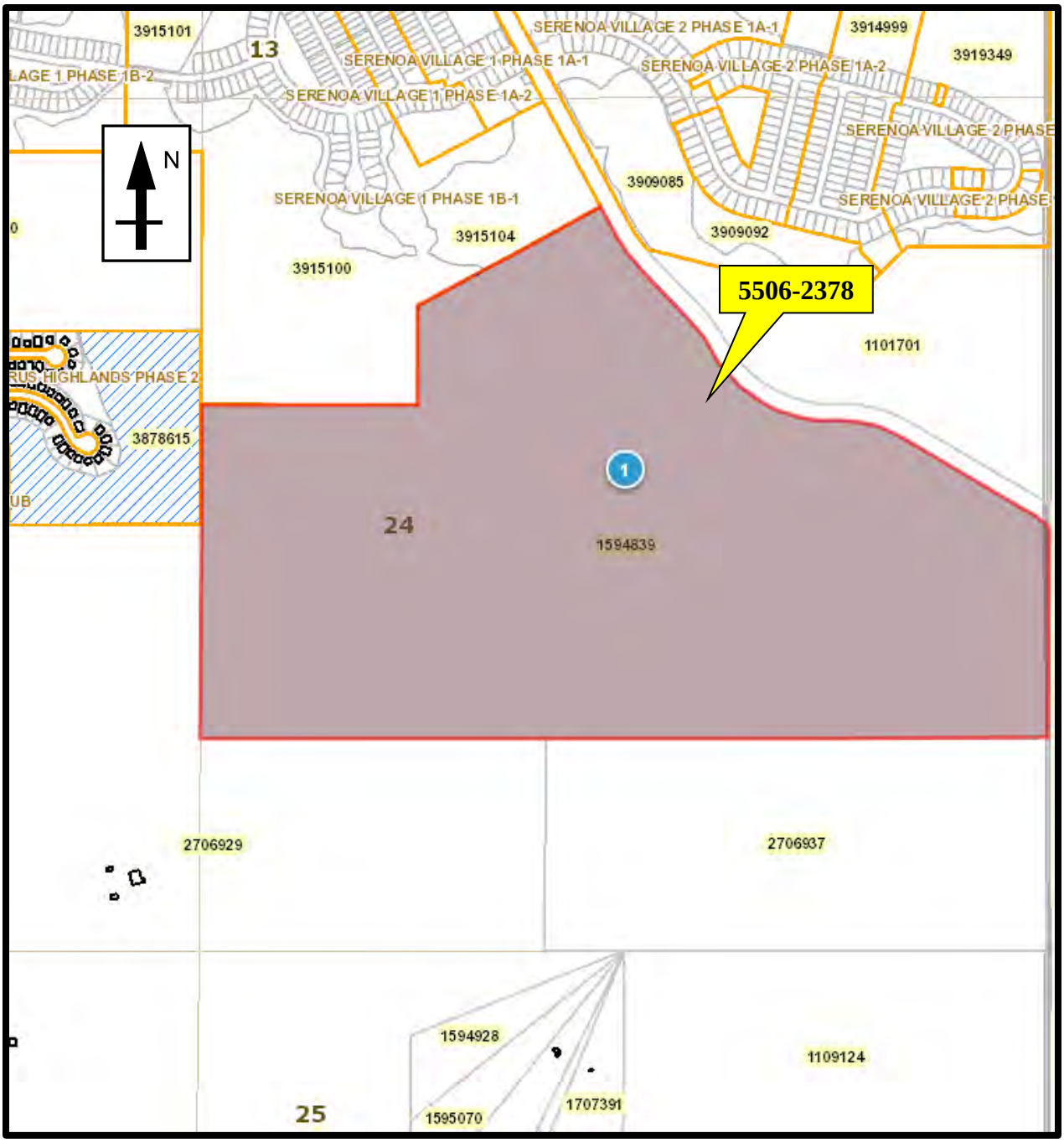
Remarks

This sale is located at the southern terminus of Sawgrass Bay Boulevard, east of US Highway 27 in unincorporated Lake County, Florida. In July 2020, VK Avalon groves LLC, sold the property to Pulte Home Company, LLC, for $12,490,000. The property is irregular in shape and contains 276.54± gross acres and 103.74± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased for the intent of developing a low-density single-family subdivision known as Serenoa Lakes. At the time of sale, all utilities were available to the property via Sawgrass Bay Boulevard. Regarding entitlements, the purchase price reflects final engineering for the Serenoa Lakes-Village 3 Subdivision being in place with the seller (VK Avalon Groves, LLC) paying for these entitlements/engineering. The purchase price reflects $45,165 per gross acre and $120,397 per net acre.



Comparable Land Sale

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Real Estate Appraisers and Consultants



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COMPARABLE LAND SALE

Land Sale No. 5214-1787

Property Identification	
Record ID	17916
Property Type	Vacant Land, RES Site (PUD)
Property Name	Ridgeview
Address	North Bradshaw Road, Clermont, Lake County, Florida 34714
Tax ID	28-23-26-0002-000-00300
MSA	Orlando-Kissimmee-Sanford
Market Type	Clermont
Sale Data	
Grantor	Clont. Groves Inc.
Grantee	Hanover Ridgeview, LLC
Sale Date	July 01, 2020
Deed Book/Page	5214-1787 & 5497-0055
Recorded Plat	NA
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to seller
Verification	Ben Snyder, Hanover Capital Partners (Buyer), 407-702-9226 (Cell), confirmed on 2/22/21 by Chris Gantt
Sale Price	$5,696,500
Cash Equivalent	$5,696,500
Adjusted Price	$5,696,500
Land Data	
Zoning	PUD, PUD Residential
Future Land Use	Urban Low
Land Size Information	
Gross Land Size	152.420 Acres or 6,639,415 SF
Net Land Size	145.000 Acres or 6,316,200 SF, 95.13%
Units	578
Indicators	
Sale Price/Gross Acre	$37,374
Sale Price/Gross SF	$0.86
Sale Price/Net Acre	$39,286
Sale Price/Net SF	$0.90
Sale Price/ Unit	$9,856

COMPARABLE LAND SALE

Legal Descriptions

Lengthy legal description retained in appraisers' files being a portion of Section 28 Township 23 South Range 26 East

Remarks

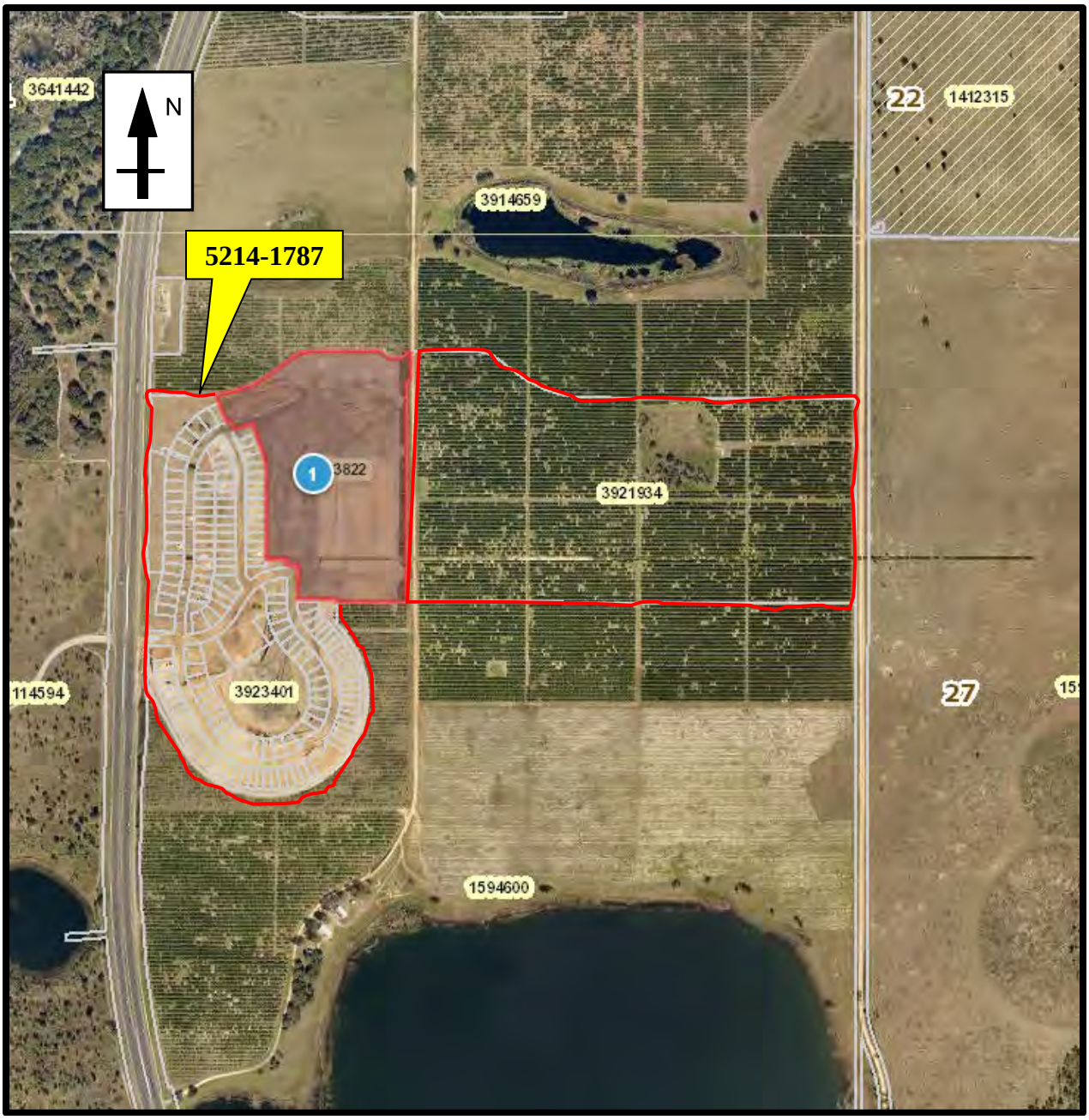
This sale is located on the east side of U.S Highway 27, north of Schoefield Road in unincorporated Lake County, Florida. In December 2018 and July 2020, Hanover Ridgeview, LLC took down a total 152.42 acres which was purchased from Clont. Groves, Inc. for $5,696,500. The two sales involved in the takedowns included 5214-1787, and 5497-0055, both recorded in the Lake County Public Records. The sale was confirmed to have been under contract in late 2017/early 2018.

The property is irregular in shape and contains 145.00± net acres. The property is zoned PUD, Planned Unit Development, with a future land use of Urban Low, by Lake County. The property was purchased for the intent of developing a low-density single-family subdivision known as Ridgeview, of which will be completed in five phases (and two takedowns) and will contain 578± lots which will be either 40, 50, or 60 feet, and will contain finished homes ranging in price from $250,000-$450,000.

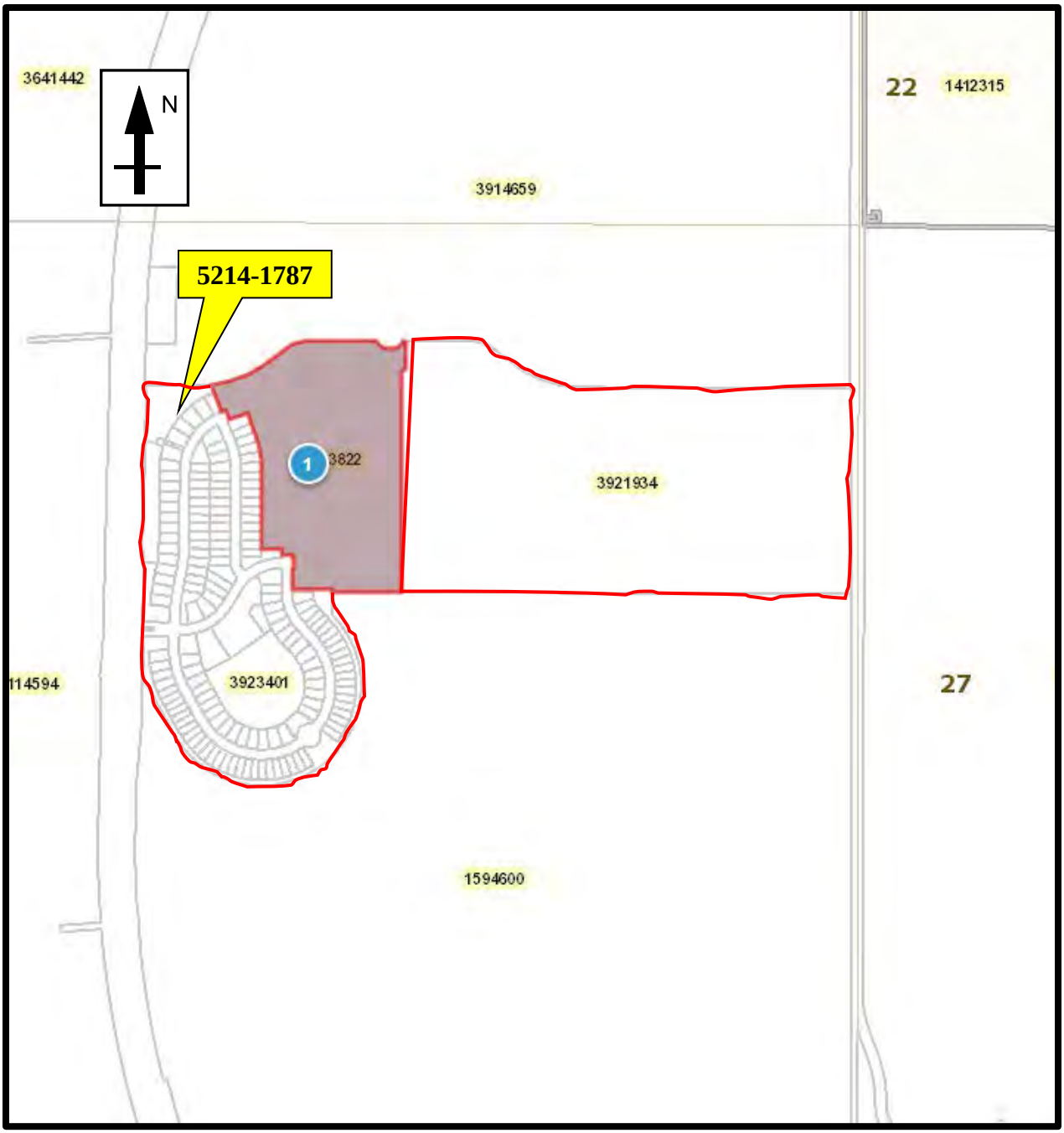
At the time of sale, water was available to the property via U.S Highway 27. However, utilities had to be jacked and bored under U.S Highway 27 twice, in addition to a 3-mile sewer run needing to be completed-costing approximately 2-2.5 million. All these costs were paid for by the buyer.

Regarding entitlements, both takedowns were purchased with a PSP in place. Post-sale, Hanover Family Builders (buyer) obtained the remaining approvals. Additionally, Hanover later brought Pulte Home Company on as a partner to build a portion of the subdivision.

The purchase price reflects $37,374 per gross acre and $39,286 per net acre.



Comparable Land Sale



Comparable Land Sale

COMPARABLE LAND SALE

Land Sale No. 5360-0477

Property Identification	
Record ID	17915
Property Type	Vacant Land, RES Site (PUD)
Property Name	Palms at Serenoa Phase 3 and 4
Address	Sawgrass Bay Boulevard, Clermont, Lake County, Florida 34714
Location	Northeast side of Sawgrass Bay Boulevard, east of Highway 27
Tax ID	13-24-26-0001-000-02800
MSA	Orlando-Kissimmee-Sanford
Market Type	Clermont
Sale Data	
Grantor	VK Avalon Groves LLC (Kolter Group)
Grantee	Forestar (USA) Real Estate Group, Inc.
Sale Date	October 17, 2019
Deed Book/Page	5360-0477
Recorded Plat	NA
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Chris Tyree, Forestar (USA) Real Estate Group, Inc., Buyer, christyree@forestar.com, verified on 2/23/21 by Chris Gantt
Sale Price	$5,905,000
Cash Equivalent	$5,905,000
Adjusted Price	$5,905,000
Land Data	
Zoning	PUD, PUD Residential
Shape	Irregular
Future Land Use	Wellness Way 3
Land Size Information	
Gross Land Size	104.290 Acres or 4,542,872 SF
Net Land Size	81.070 Acres or 3,531,409 SF 77.74%
Indicators	
Sale Price/Gross Acre	$56,621
Sale Price/Gross SF	$1.30
Sale Price/Net Acre	$72,838
Sale Price/Net SF	$1.67

COMPARABLE LAND SALE

Legal Description

Lengthy legal description retained in appraisers' files being a portion of Section 13 Township 24 South Range 26 East, Lake County, FL.

Remarks

This sale is located on the northeast side of Sawgrass Bay Boulevard, east of U.S. Highway 27 in unincorporated Lake County, Florida. In October 2019, VK Avalon groves LLC, sold the property to Forestar (USA) Real Estate Group, Inc. for $5,905,000.

Forestar is a land development entity that has a working relationship with D.R Horton, where Forestar buys raw land, takes the property through the approval process, and then sells completed lots to D.R Horton for development. The property is irregular in shape and contains 104.29± gross acres and 81.07± net acres.

The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased for the intent of developing a low-density single-family subdivision known as Palms at Serenoa (phases 3 and 4), of which will consist of 276± lots for these phases of the development. The total development will consist of 577 lots and contain 251.29 gross acres including phases 1 and 2 (See Sale No. 5360-0477). Home lots will be either 40 or 50 feet and will contain finished homes ranging in price from $200,000-$350,000.

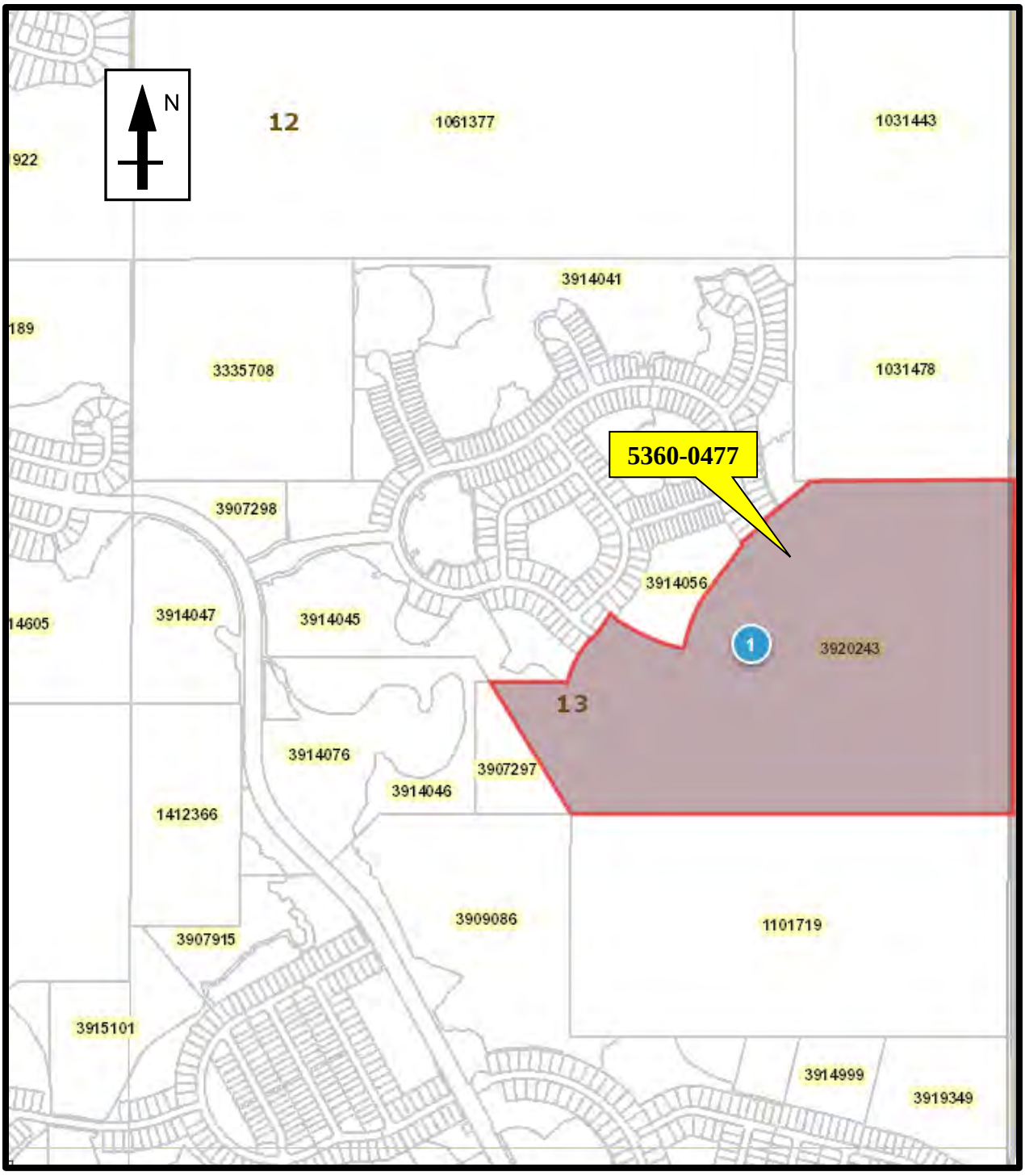
At the time of close, all utilities were available to the property via phases 1 and 2 of the subdivision. Regarding entitlements, the property was purchased with engineering having been completed by the buyer (Forestar) prior to the time of close, having been completed in June of 2020. Additionally, the purchase price was negotiated for this property at the same time as phases 1 and 2 (See Sale No. 4). These negotiations took place in early 2017.

The purchase price reflects $56,261 per gross acre and $72,838 per net acre.



Comparable Land Sale

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COMPARABLE LAND SALE

Land Sale No. 5351-2325

Property Identification	
Record ID	17917
Property Type	Vacant Land, RES Site (PUD)
Property Name	The Sanctuary
Address	Sawgrass Bay Boulevard, Clermont, Lake County, Florida 32817
Location	West side of Sawgrass Bay Boulevard, East side of US Highway 27
Tax ID	13-24-26-0003-000-00300
MSA	Orlando-Kissimmee-Clermont
Market Type	Clermont
Sale Data	
Grantor	Pacific Ace Corporation
Grantee	American Land Development of Central Florida
Sale Date	September 30, 2019
Deed Book/Page	5351-2325
Recorded Plat	NA
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to seller
Verification	Bryan Martin, American Land Development of Central Florida, Buyer, bmartinland@gmail.com, confirmed by Chris Gantt
Sale Price	$7,800,000
Cash Equivalent	$7,800,000
Adjusted Price	$7,800,000
Land Data	
Zoning	PUD, PUD Residential
Future Land Use	Wellness Way 3
Land Size Information	
Gross Land Size	381.700 Acres or 16,626,852 SF
Net Land Size	225.200 Acres or 9,809,712 SF, 59.00%
Units	532
Indicators	
Sale Price/Gross Acre	$20,435
Sale Price/Gross SF	$0.47
Sale Price/Net Acre	$34,636
Sale Price/Net SF	$0.80
Sale Price/ Unit	$14,662

COMPARABLE LAND SALE

Legal Description

Lengthy legal description retained in appraisers' files

Remarks

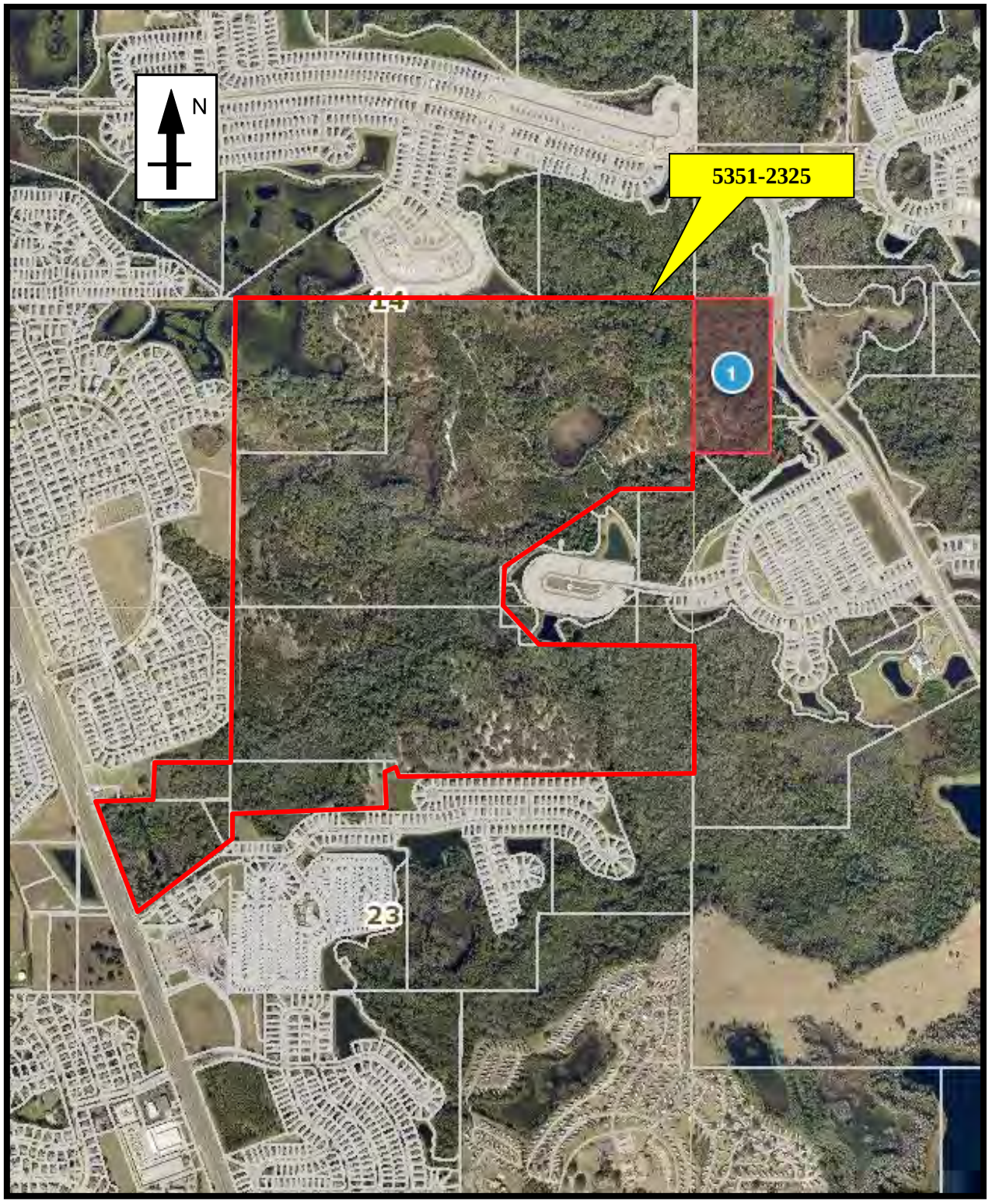
This sale is located on the west side of Sawgrass Bay Boulevard, and on the east side of U.S Highway 27 in unincorporated Lake County, Florida.

In September 2019, Pacific Ave Corporation sold a 381.70 gross acre property American Land Development of Central Florida for $7,800,000. The property is irregular in shape and more specifically contains 381.70± gross acres and 225.20± net acres.

The property is zoned PUD, Planned Unit Development, with a future land use of Wellness Way-3, by Lake County. The property was purchased with the intent of developing a low-density single-family subdivision known as the Sanctuary, of which will be completed in four phases and will contain 532± total lots. Home lots in this development will be either 40 or 50 feet and were stated to have a similar price range as surrounding communities off of Sawgrass Bay Boulevard, being between $250,000-$450,000.

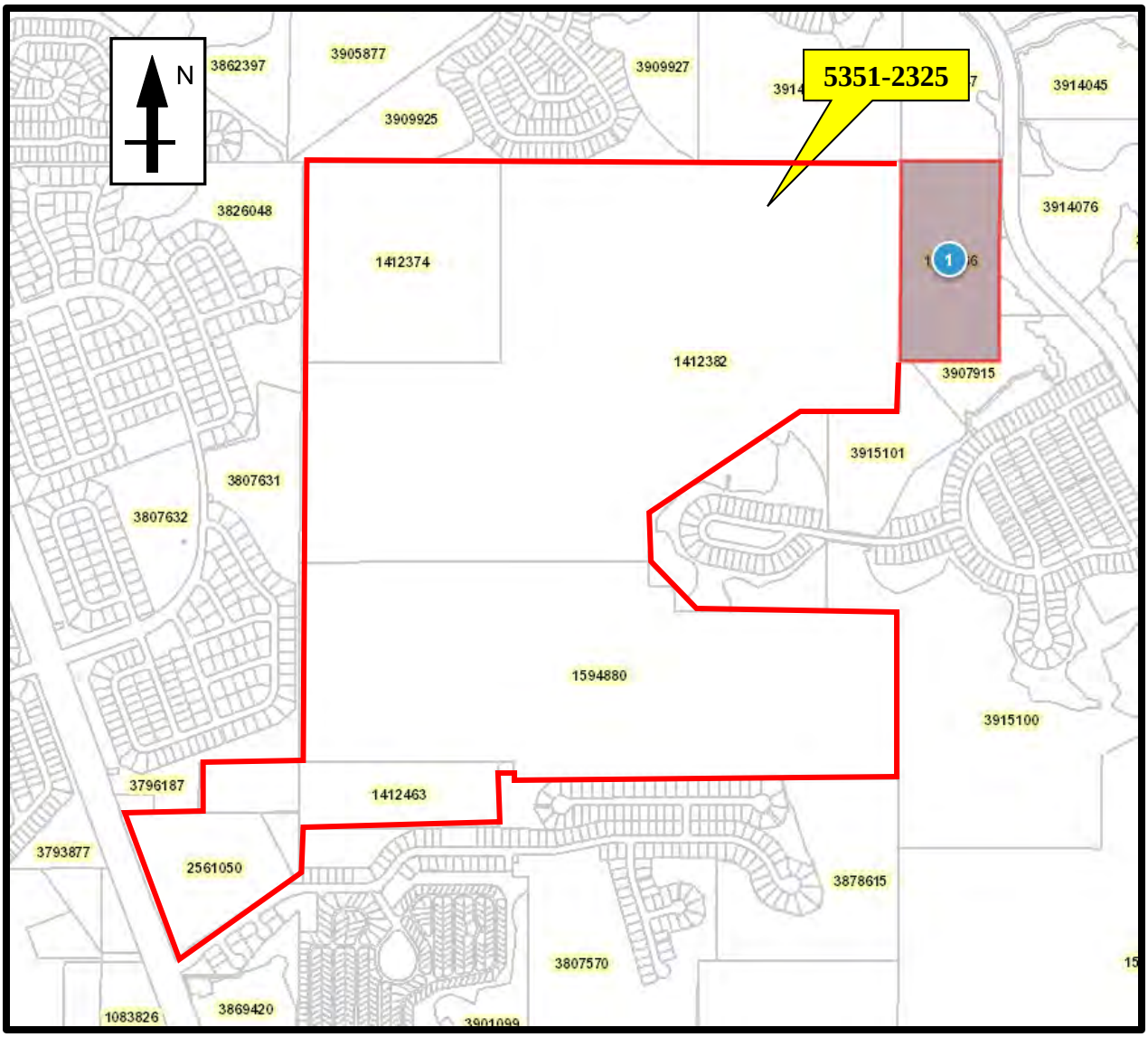
At the time of close, all utilities were available to the property via Sawgrass Bay Boulevard and U.S Highway 27. Regarding entitlements, the property was purchased with minimal approvals in place other than future land use and zoning which allowed for residential development. Post-sale, the buyer (American Land Development of Central Florida) obtained the remaining approvals for the subdivision. Additionally, this subdivision will have access roads from both Sawgrass Bay Boulevard and US Highway 27. The Avalon CDD (which is related to the buyer) controls the adjacent properties on which the Sawgrass Bay Boulevard access road will be built on.

The purchase price reflects $20,453 per gross acre and $34,636 per net acre.



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QUALIFICATIONS OF APPRAISER

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QUALIFICATIONS OF APPRAISER
WALTER N. CARPENTER JR., MAI, CRE

BUSINESS ADDRESS

Pinel & Carpenter, Inc.
1390 Hope Road, Suite 100
Maitland, FL 32751

EDUCATION

University of Florida; Bachelor of Science Degree in Business Administration majoring in Real Estate, 1975.

PROFESSIONAL EDUCATION

Completed the following courses under the direction of the American Institute of Real Estate Appraisers:

- Supervisory Appraiser/Trainee Appraiser (2018)
- Another View of The Tough One: Comparison Approach for Mixed Use Properties (2018)
- The Tough One: Mixed Use Properties (2018)
- National USPAP Update (2018)
- Florida Law (2018)
- National USPAP Update (2016)
- Florida Law (2016)
- Business Practices & Ethics (2015)
- Supervisory Appraiser/Trainee Appraiser (2015)
- Purchase Price Allocations for Financial Reporting & Tax (2014)
- National USPAP Update (2014)
- Florida Law (2014)
- Business Practices & Ethics (2013)
- National USPAP Update (2012)
- Florida Appraisal Law (2012)
- Financial Crimes Symposium (2011)
- Litigation Appraising: Specialized Topics & Applications (2011)
- The Appraiser as an Expert Witness (2011)
- National USPAP Update (2010)
- Appraisal Curriculum Overview (2010)
- National USPAP Equivalent (2008)
- Business and Ethics (2008)
- Identify & Prevent Real Estate Fraud (2008)
- USPAP Update (2006)
- Eminent Domain (2005)
- USPAP Update (2004)
- Appraisal of Real Estate (2004)
- Separating Real and Personal Property from Intangible Business Assets (2003)
- Condemnation Appraising: Advanced Topics and Applications (1999)
- Litigation Valuation/Mock Trial (1993)
- Litigation Valuation (1992)
- Standards of Professional Practice Exam SPP (1990)
- Litigation Valuation (1987)
- The Electronic Spreadsheet in the Appraisal Office-Seminole Community College (1985)
- Standards of Professional Practice (1984)
- Introduction to R.E. Investment Analysis (1983)
- Urban Properties (1977)
- Capitalization Theory and Techniques (1976)
- Fundamentals of Appraising (1975)

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SEMINARS ATTENDED

- 2018 Central Florida Real Estate Forum: Unity of the Community (2018)
- Appraising for Department of Interior-OVS and other Federal Agencies (2018)
- New Technology for Appraisers (2016)
- Fall Education Seminar Assoc. of Eminent Domain Professionals (2016)
- Online Cool Tools: New Technology for Real Estate Appraisers (2016)
- 2014 Central Florida Real Estate Forum: Unity of the Community (2014)
- Purchase Price Allocations for Financial Reporting & Tax (2014)
- Senior Housing & Long-Term Care Properties (2014)
- Excel as an Appraiser: Making Your Job Easier Using Excel Spreadsheets (2013)
- Understanding the Loan Quality Initiative & Residential Collateral Data Delivery (2011)
- Investment Firm & Institutional Investor Initiative & Perspectives on RE Valuation (2010)
- Understanding Repurchase Demands & Rebuttal Appraisals (2010)
- Analyzing the Effects of Environmental Contamination (2010)
- Financial Reform Legislation (2010)
- Property Tax Assessment (2010)
- Residential Valuation Trends (2009)
- Valuation for Financial Reporting (2009)
- Analyzing Operative Expenses (2008)
- Analyzing Distressed Real Estate (2008)
- Supervisory/Trainee Roles & Relationship (2008)
- Appraisal Law Update (2008)
- Appraiser Law Update (2006)
- Appraisal Scope of Work (2006)
- Technology III (2006)
- Complex Cures Using Before and After Techniques (2000)
- Technology Forum, Part I (1999)
- Valuing Your Business (1999)
- Case Study Seminar (1999)
- The Globalization of Real Estate (1999)
- Appraisal of Local Retail Properties (1998)
- The Appraisal and Capital markets (1998)
- Understanding and Using DCF Software (1998)
- The High-Tech Appraisal Office (1996)
- The Internet and Appraising (1996)
- Case Law of Eminent Domain (1996)
- Special Purpose Properties-Challenges of Real Estate Appraising/ Limited Markets (1995)
- Understanding Limited Appraisals (1994)
- Core Law Update (1994)
- Appraising Troubled Properties (1992)
- Reviewing Appraisals (1990)
- Persuasive Style in the Narrative Appraisal (1989)
- Standards of Professional Practice Update (1988)
- Applied Appraisal Techniques (1983)
- Applied Statistical Analysis in Appraising (1980)
- Income Capitalization Workshop (1978)
- New Developments in Condemnation (1975)
- H.U.D. Uniform Act of 1970

Completed the following courses and seminars under the direction of the Real Estate Securities and Syndication Institute:

- Applied Real Estate Syndication (1981)
- Syndication Real Estate (1982)
- Real Estate Partnership Administration

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QUALIFICATION OF APPRAISER WALTER N. CARPENTER JR., MAI, CRE Contd.

LICENSES

State-Certified General Real Estate Appraiser
License No. RZ1231

Real Estate Broker, State of Florida
License No. BK 0130637

PROFESSIONAL DESIGNATION

Member of the Appraisal Institute, holding the MAI designation, Certificate No. 7567
Member of the Counselors of Real Estate, CRE

EXPERIENCE

President, Pinel & Carpenter, Inc., 1987 to present.
Vice-President, Pinel, Rex & Carpenter, Inc., 1980-1987
Associate and Assistant to Thomas H. Pinel, MAI, 1975-1980.

Active in real estate sales in Orlando since 1974 and in real estate appraising since 1975.

Completed appraisals of military bases, water/wastewater treatment plants, residential, commercial, and industrial properties, citrus groves, and special purpose properties, including office buildings, shopping centers, apartments, condominiums, theaters, restaurants, churches, dance studios, child care centers, etc., prepared for attorneys, accounting firms, banks, Internal Revenue Service, City of Orlando, Orange County, corporations, and individuals since 1975.

MAJOR APPRAISALS

duPont Centre, Church Street Station Entertainment Complex, Disney's Celebration City, LeeVista Center, Airport Industrial Park at Orlando, Hunter's Creek, City of Casselberry Electric & Distribution System, City of Port St. Lucie Water & Waste Water System, City of New Smyrna Water & Waste Water System, Eastern Subregional Waste Water Treatment Plant, Fairbanks Avenue Widening, Oak Ridge Road Widening, Conroy-Windermere Road Widening, Old Winter Garden Road Widening, and Forsyth Road Widening, Naval Training Center at Orlando, the Charleston Navy Base, City of Winter Park Utilities System, Gulfstream Properties Natural Gas Pipeline, Universal Studios – MCA Parcels

PROFESSIONAL SERVICE

- NFIB, National Federation of Independent Business, Leadership Council
- Member of The Counselors of Real Estate, 2003 to present
- Executive Committee, Urban Land Institute, 2000 to 2012
- National Board of Directors, Appraisal Institute, 2001 - 2004

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QUALIFICATION OF APPRAISER WALTER N. CARPENTER JR., MAI, CRE Contd.

- Executive Committee, Appraisal Institute, 2003 -2004
- National Committee of Regional Chairs, Chairman Appraisal Institute, 2004
- National Chairman, Government Relations Committee, Appraisal Institute, 2000 - 2001
- Vice Chairman, Government Relations Committee, Region X, Appraisal Institute, 1997 - 2000
- Chairman, Government Relations Committee, Appraisal Institute, East FL Chapter, 1994 - 1999
- President, East Florida Chapter Appraisal Institute, 2001
- Vice-President, East Florida Chapter Appraisal Institute, 1999
- Treasurer, East Florida Chapter Appraisal Institute, 1998
- Secretary, East Florida Chapter Appraisal Institute, 1997
- Director, East Florida Chapter Appraisal Institute, 1996 to 2002
- Member of the Legislative Committee, Home Builders Association of Mid-Florida, 1985 - 1999
- Member of the Legislative Committee, Greater Orlando Association of Realtors
- Alumni Relations Director, Florida Blue Key Alumni Association of Central Florida
- Member of the Real Estate Securities and Syndication Institute
- Member of the Central Florida Investment Council
- Chairman, Education Committee, Greater Orlando Association of Realtors, 1988
- Director, The Economic Club of Orlando, 1985-1988
- Member of the Real Estate Advisory Board, Center for Real Estate Studies, University of Florida, Warren College of Business, 2001 to present
- Member of the National Federation of Independent Business Florida Chapter
- Member of the Association of Eminent Domain Professionals,
- Member of The Executive Committee (TEC), 2003 to 2012
- Member of US Chamber of Commerce
- Member of Orlando Regional Chamber of Commerce
- Moderator of Linear Rights-of-Way Workshop, Washington, DC, December 2001

COMMUNITY SERVICE

- Member, State of Florida Employer-Sponsored Benefits Study Task Force, 2013-2014
- President, Central Florida Fair, 2000-2002
- Director, Central Florida Fair, 1992 to present
- Chairman, Last Wave Committee, House of Hope, 1999
- Chairman, Stewardship Committee, St. Michael's Episcopal Church, 1998, 2009, 2010
- Chairman, Search Committee, St. Michael's Episcopal Church, 2014
- Ninth Judicial Circuit Grievance Committee Member, 1998 – 2000
- Director, Christian Service Center, 2008-2013
- Treasurer, Christian Service Center, 2013
- Director, Canterbury Episcopal Retreat & Conference Center, 1996 - 2000
- Director, Winter Park YMCA, 1987-1991
- Vestry, St. Michael's Episcopal Church, 1979-1981; 1989-1992
- President, Board of Directors, Big Brothers and Big Sisters of Central Florida, Inc., 1979
- Director, Big Brothers of Greater Orlando, Inc., 1977-1979
- Member of Committee of 100 Orange County
- Board of Directors, Committee of 100 Orange County, 2014
- Member of Florida United Business Association
- Member of The Leadership Trust NFIB

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CARPENTER, WALTER N JR

1390 HOPE ROAD SUITE 100
MAITLAND FL 32751

LICENSE NUMBER: RZ1231

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com

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EXHIBIT 16

HEIDT DESIGN
P: (813) 253-5311 | F: (813) 464-7629
5806-B Breckenridge Pkwy.
Tampa, FL 33610
www.heidtdesign.com

February 18, 2022

Mr. Maik Aagaard, District Manager
DPFG, Inc.
1060 Maitland Center Commons
Suite 340
Maitland, FL 32751

RE: Avalon Groves Community Development District
Engineer's Supplemental Report – 2022 Bond Issuance

To Whom It Concerns:

Pursuant to the Board of Supervisor's authorization, Heidt Design, LLC is pleased to submit this Engineer's Supplemental Report – 2022 Bond Issuance for the proposed improvements that will be funded in part from the District's 2022 Bond Issuance. This report has been prepared on behalf of the District and in connection with the financing for these proposed improvements. A detailed description of the improvements and their corresponding estimates of costs are outlined in the following report.

Thank you for this opportunity to be of professional service.

Sincerely,

HEIDT DESIGN, LLC

Timothy M. Plate, P.E.
District Engineer

cc: Jere Earlywine, HGS
e-File

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
ENGINEER'S SUPPLEMENTAL REPORT - 2022 BOND ISSUANCE

Prepared for:

Board of Supervisors
Avalon Groves Community Development District

Prepared by:

Heidt Design, LLC
5904-A Hampton Oaks Pkwy
Tampa, Florida 33610
813-253-5311

February 18, 2022

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B. **Vicinity Map**
C. **Plat**

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1. **Ownership & Maintenance**
2. **Opinion of Probable Cost**
3. **Permit Status**

INTRODUCTION

This *Engineer's Supplemental Report – 2022 Bond Issuance* further supplements that prior *Preliminary Engineer's Report*, dated October 11, 2016 ("**Master Supplemental Engineer's Report**"), which was previously supplemented from time to time. The purpose of this report is to describe the District's "**Assessment Area Four Project,**" which will provide infrastructure for Assessment Area Four. Assessment Area Four, as that term is used herein,[1] consists of approximately 39.97 acres of land also known as "Edgemont." Assessment Area Four is shown by the red boundary in **Exhibit B.**

The purpose of this Supplemental Engineer's Report is to provide a description of the improvements that is to be financed by the District's proposed 2022 bond issue ("2022 Bonds"). Public infrastructure and land improvements to be funded with the 2022 Bonds include the grading and construction associated with the stormwater management system, entry landscaping/irrigation, hardscape, playground, and professional fees associated with the improvements. The improvements are located within Assessment Area Four, a/k/a Edgemont, as shown on the Exhibits at the end of this report. These improvements are a subset of the residential improvements described in the Master Report but have not yet been funded by the District.

The Assessment Area Four Project, as presently planned, would include the following units:

Product Type	# of Units
50'	92

This Supplemental Engineer's Report reflects the District's present intentions. The implementation and completion of any land purchase and any improvements outlined in this Supplemental Engineer's Report requires final approval by the District's Board of Supervisors, including the acquisition of completed improvements, work product and real property. Cost estimates contained in this Supplemental Engineer's Report have been prepared based on the best available information. 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.

ASSESSMENT AREA FOUR PROJECT

The District presently intends to undertake certain public infrastructure improvements to be financed with the 2022 Bonds within Assessment Area Four of the District. As mentioned in the Master Report, a portion of these improvements will be funded by the 2022 Bonds and a portion will be funded by the Developer. The construction and maintenance of the proposed improvements are necessary and will benefit the property within Assessment Area Four. A more

specific description of each of these items follows and the related costs are provided in Table 2.

LAND ACQUISITION

The District does not intend to acquire lands associated with Assessment Area 4.

MASTER ROADS AND STREETS

Construction of local roadways within the Assessment Area Four Project will be funded with the 2022 Bonds and will be owned and maintained by Lake County. These roads include Edgemont Lane, Paragon Lane, and Duval Court, as labeled on the Edgemont Plat produced by KPM Franklin.

MASTER WATER AND WASTEWATER

There are no master water or wastewater improvements associated with the 2022 Bonds. The utilities within the Assessment Area Four Project are developer funded and privately owned and maintained.

SURFACE WATER MANAGEMENT

The District will provide the surface water management infrastructure for the Assessment Area Four Project in accordance with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (ACOE) permit approvals. Material excavated from surface water management ponds is anticipated to remain within the Assessment Area Four. Any grading in connection with the preparation of pads for private home sites or on other private property will not be funded by the District. Any material excavated from ponds or mitigation areas constructed on lands owned by the District shall be used only for stormwater improvements serving the Assessment Area Four Project. Any excess material removed from the ponds, if applicable, will be disposed of by the Developer and at the Developer's cost. Components of the surface water management infrastructure related to the 2022 Bonds are described below:

Stormwater Management Ponds: Tract C
Floodplain Compensation Ponds: None
Wetland Mitigation: None
Wetland Conservation/Setback Areas: Tract H, Tract E, Tract F

The surface water management system serving the Assessment Area Four Project includes proper grading and fill for the construction of the curb and gutters within the neighborhood roadways, as well as the costs of the curb and gutter itself. These improvements will be maintained pursuant to a perpetual easement over the right-of-ways.

LANDSCAPE, IRRIGATION, AND ENTRY FEATURES

The Assessment Area Four Project includes landscaping, irrigation and monument signs at the

entrance of Edgemont. These improvements will be located at the entrances and along buffer tracts. The improvements will be located in Tract I, Tract D, Tract C, Tract B, Tract J, Tract M, and Tract A.

PARKS AND RECREATION FACILITIES

A playground located in Tract K will be included with the 2022 Bonds.

DRY UTILITIES FACILITIES

There are no Dry Utility improvements associated with the 2022 Bonds.

PROFESSIONAL FEES

Professional Fees include civil engineering costs for site design, permitting, inspection, and master planning, geotechnical costs for pre-design soil borings, underdrain analysis, and construction staking, all in regard to the improvements associated with the 2022 Bonds. Also included in this category are fees associated with environmental consultation and permitting.

The infrastructure, as outlined above, is necessary for the functional development of Assessment Area Four as required by the applicable independent unit of local government. 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.

OWNERSHIP & MAINTENANCE

Ownership and maintenance of the improvements is generally anticipated as set forth in Table 1.

It is anticipated that, in addition to the annual non-ad valorem assessments to be levied and collected by the District to pay debt service on its bonds, the District will levy and collect an annual "Maintenance Assessment" to be determined, assessed, and levied by the District's Board of Supervisors upon the assessable real property within Assessment Area Four for the purpose of defraying the cost and expenses of maintaining the improvements.

PERMIT STATUS

The required infrastructure improvements for the Assessment Area Four Project are contained in the following construction plans titled Edgemont, prepared by Madden, Moorehead & Stokes, LLC., and the landscape plans titled Edgemont, prepared by Bonnett Design Group, LLC.

The permit status of all permits issued to date or in process can be found in Table 3. Preliminary Plats, and Construction Plans have been approved by the St. John's Water Management District, Lake County and the Florida Department of Environmental Protection for Edgemont.

We are of the opinion that all permits not heretofore issued or in process and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

SUMMARY OF COSTS

The estimated cost of the Assessment Area Four Project is as set forth in Table 2 at the end of this report.

ENGINEER'S OPINION

It is our professional opinion that the summary of costs listed in Table 2 is sufficient to complete the construction and acquisition of the items intended.

It is my professional opinion that these infrastructure improvements will benefit and add value to the assessable lands within the Assessment Area Four. Such assessable property within Assessment Area Four will receive a special benefit from the improvements in the Assessment Area Four Project, which benefit will be at least equal to the cost of such improvements. Infrastructure costs are for public improvements or community facilities as set forth in section 190.012(1) and (2) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Lake County and quantities as represented on construction plans. In no event will the District pay more than the actual cost or fair market value of the public improvements constituting the Assessment Area Four Project, whichever is the least.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

The labor market, future costs of equipment and materials, increased regulatory actions, and the actual construction process are all beyond control of the District. Due to this inherent opportunity for fluctuation of 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 meets their intended functions. Where necessary, historical costs, and 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 the cost data included in this report are from reputable entities in the Lake County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.

Timothy M. Plate, P.E.
Florida Registered Engineer No. 41153

Exhibit A

Legal Description

LEGAL DESCRIPTION OF ASSESSMENT AREA FOUR:

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

Exhibit B

Vicinity Map



Avalon Groves Community Development District Expansion

Aerial

Lake County

0 600 1,200 Feet

N

Source: Heidt Design, Lake County
Imagery: ESRI 2020
Data was acquired from various sources including but not limited to state, county, and local governments. Heidt Design does not warrant data provided by other sources for accuracy, or for any particular use that may require accurate information. This map is for informational purposes only and should not be substituted for a true title search, property appraisal, or survey.

HEIDT DESIGN
(813) 253-5311

Exhibit C

Plat

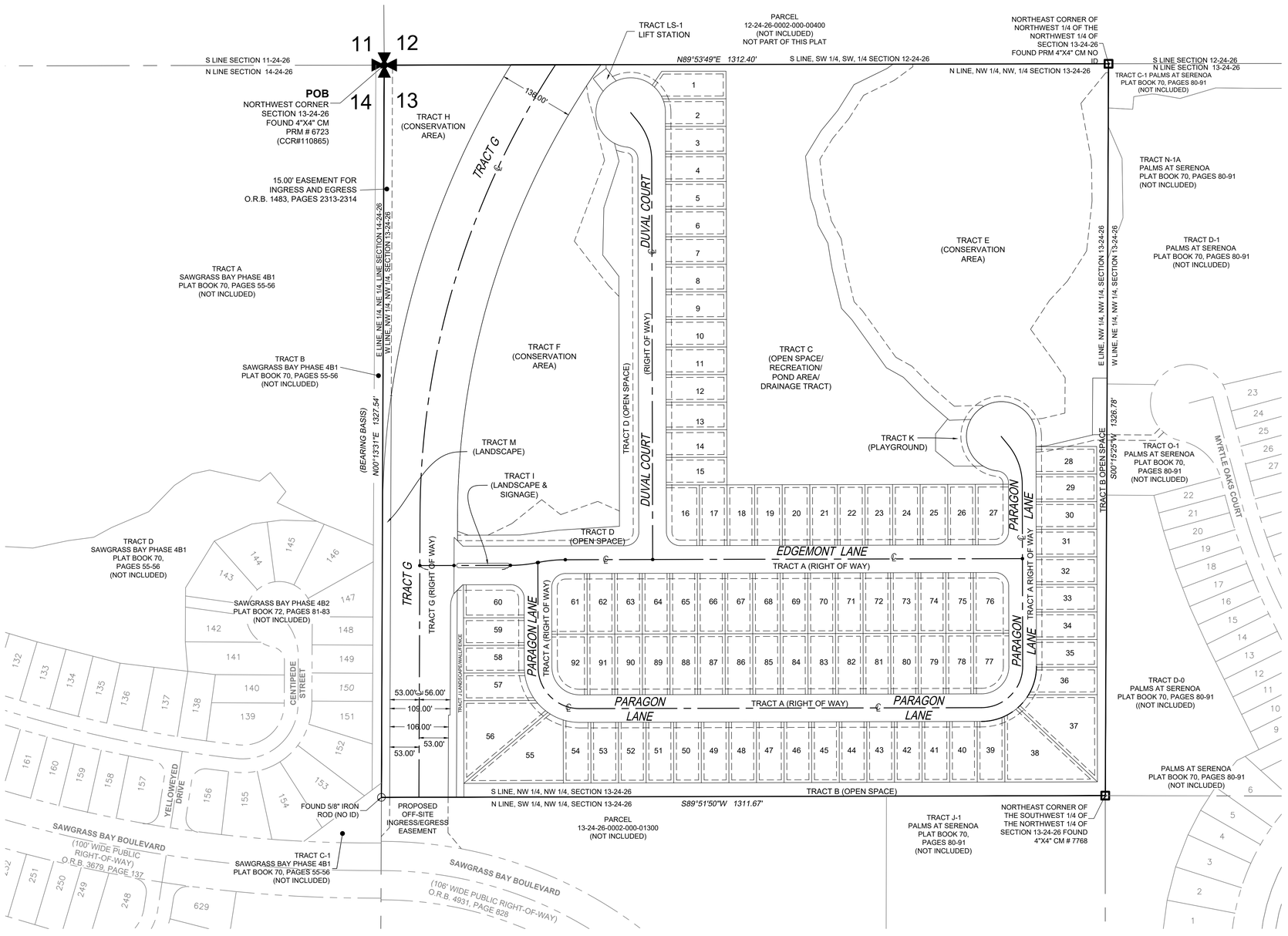
EDGEMONT

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

PLAT BOOK PAGE

N W E S

0 100' 200'
GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET



ABBREVIATIONS & SYMBOLS LEGEND:

A.E. = ACCESS EASEMENT
C = CHORD DISTANCE
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
℄ = CENTERLINE
CM = CONCRETE MONUMENT
DE = DRAINAGE EASEMENT
DUE = DRAINAGE & UTILITY EASEMENT
ID = IDENTIFICATION
DUAE = DRAINAGE, UTILITY & ACCESS EASEMENT
E = EAST
ESMT = EASEMENT
FIP = FOUND IRON PIPE
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
N = NORTH
NR = NON-RADIAL
NTS = NOT TO SCALE
O.R.B. = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PI = POINT OF INTERSECTION
PNT = POINT OF NON-TANGENCY
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
R = RADIUS
RP = RADIUS POINT
R/W = RIGHT-OF-WAY
RGE = RANGE
S = SOUTH
SEC = SECTION
SWE = SIDEWALK EASEMENT
TWP = TOWNSHIP
UE = UTILITY EASEMENT
W = WEST

○ FOUND PERMANENT REFERENCE MONUMENTS UNLESS OTHERWISE NOTED PRM

□ FOUND PERMANENT REFERENCE MONUMENTS (4"X4" CM)

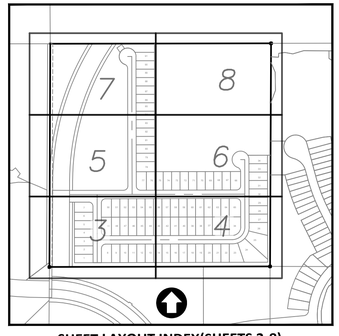
⊙ SET PERMANENT CONTROL POINT (NAIL & DISC - DISC STAMPED: "LB 6605") (PCP)

● SET 5/8" REBAR & CAP (UNLESS NOTED) (CAP STAMPED: "LB 6605") (PRM)

△ CENTRAL ANGLE

SECTION CORNER

CENTERLINE



SHEET LAYOUT INDEX(SHEETS 3-8)
NOT TO SCALE

SHEET INDEX:

SHEET 1 - LEGAL DESCRIPTION, DEDICATIONS & NOTES
SHEET 2 - PLAT OVERALL BOUNDARY
SHEETS 3-8 - PLAT DETAIL SHEETS

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

1012 EMMETT STREET
KISSIMMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION: 32059
EB NO. 8336 | LB NO. 6605
E-MAIL: SURVEY@FHRSURVEY.COM

Table 1

Ownership & Maintenance

Table 1. OWNERSHIP AND MAINTENANCE

Ownership and maintenance of the improvements* is anticipated as set forth below:

IMPROVEMENT	OWNERSHIP/MAINTENANCE
Stormwater Management System	Community Development District (with Drainage Easements to Lake County)
Roadway Systems (Local Roads)	ROW to be dedicated to Lake County
Master Sewer Facilities	Utilities, Inc. (Private)
Master Water Facilities	Utilities, Inc. (Private)
Master Reuse Water System	Utilities, Inc. (Private)
Master Dry Utilities	Utility Companies (with Utility Easements)
Landscaping, Irrigation and Monument Signs	Community Development District

*Only improvements that will be owned and maintained by the District or Lake County will be financed by the District.

Table 2

Opinion of Probable Cost

Avalon Groves Community Development District
2022 Project Costs

Item	**Expansion Area**
	92 Lots
Master Infrastructure	
Clearing / Earthwork (1)	$637,515
Master Stormwater Management	$540,167
Local Roads	$754,948
Landscaping, Retaining Wall, Entry Feature	$100,000
Professional Fees (2)	$325,221
Sub-total	$2,357,851
Contingency	$235,785
Project Total	**$2,593,636**
Anticipated Buildout	2022

(1) Earthwork excludes the placement and grading on any developable lots
(2) Professional fees associated with public infrastructure only
(3) All Costs are in 2022 Dollars

Table 3

Permit Status

PERMIT STATUS

The permit status for the Edgemont development plans is as follows:

	PERMIT	**STATUS**
1.	Lake County – Preliminary Plat	Approved
2.	Lake County – Edgemont Construction Plans	Approved
3.	Lake County – Final Plat	In Progress
4.	SJRWMD Environmental Resource Permit Edgemont – Permit #163922-1	Approved
5.	Lake County – Driveway Connection Permit 53316	Approved
6.	Lake County – ROW Utilization Permit 10209	Approved
7.	FDEP Water Permit	Approved
8.	FDEP Wastewater Permit	Approved
9.	FDEP Wetland Permit for Former ACOE 396382-001-SFI	Approved
10.	FFWCC Gopher Tortoise GTC-21-00141	Approved

EXHIBIT 17

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT
$4,260,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project)
(Preliminary Numbers)

February 7, 2022

Prepared by:
DPFG MANAGEMENT & CONSULTING LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

I. INTRODUCTION

The purpose of this *Special Assessment Methodology Report* is to describe the methodology of the Avalon Groves Community Development District ("**District**") for allocating debt special assessments in connection with the District's issuance of its proposed $4,260,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project) ("**2022 Bonds**").

II. BACKGROUND

By way of background, the District was previously divided into three assessment areas, Assessment Area One, Assessment Area Two, and Assessment Area Three. To finance the District's various capital improvement projects, the District previously issued its $2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project); its $7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and $4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project); $3,500,000 Special Assessment Bonds, Series 2019 (Phases 1 and 2 Sub-Assessment Area One Project); $6,075,000 Special Assessment Bonds, Series 2021 (Assessment Area Three Project); and $3,490,000 Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project). These prior bond issuances funded projects within each of the District's three existing assessment areas and are secured by debt assessments previously levied on the lands within the existing assessment areas.

On December 21, 2021, and effective January 4, 2022, the Lake County Board of County Commissioners adopted Ordinance No. 2021-53 expanding the District's boundaries to include what is known as the "Edgemont" property a/k/a "**Assessment Area Four**." Assessment Area Four includes 39.97 acres of land, and is planned for 92 residential homes, as shown in **Table 1.**

To provide public infrastructure for Assessment Area Four, the District intends to undertake the "**Assessment Area Four Project**" (a/k/a "2022 Project"), which is described in the District's 2022 Supplemental Engineer's Report dated January 2022 ("**Engineer's Report**"). The Assessment Area Four Project includes, but is not limited to, stormwater management and other

public improvements, land acquisition, and professional fees. The Assessment Area Four Project totals $3,052,064 as shown in the Engineer's Report and herein on **Table 2**. The District will finance a portion of the Assessment Area Four Project with the 2022 Bonds and will secure the 2022 Bonds in part with debt assessments known as the "**Assessment Area Four Assessments**."

The 2022 Bonds are anticipated to be issued with a 30-year maturity, and for purposes of this Report, the undersigned has used an estimated interest rate of 6%. The anticipated sources and uses of the 2022 Bonds are as set forth in **Table 3.** All such information is subject to change and will be updated upon pricing of the 2022 Bonds and finalization of this report.

III. ASSESSMENT METHODOLOGY

Under Chapter 190, *Florida Statutes*, the District has the authority to issue bonds, construct and/or acquire capital projects using the proceeds of the bonds, and levy debt assessments to secure the repayment of the bonds. For a special assessment to be valid under Florida law, the special assessment must meet two requirements: (1) the benefit from the project to the lands subject to the special assessments must exceed or equal the amount of the special assessments, and (2) the special assessments must be fairly and reasonably allocated across all such benefitted properties. An assessment methodology may be based on front footage, or any other reasonable allocation method, so long as these requirements are met. As described herein, the Assessment Area Four Assessments meet both requirements.

The Assessment Area Four Project provides a special and peculiar benefit to the developable property within Assessment Area Four, which is distinct from benefits that may be provided to properties outside of that assessment area. The special and peculiar benefits include: (a) added use of the property, (b) added enjoyment of the property, (c) decreased insurance premiums, and (d) increased marketability and value of the property. Without the Assessment Area Four Project, the development of Assessment Area Four would not be possible. While the precise amount of the benefit from the Assessment Area Four Project to Assessment Area Four cannot be determined with mathematical certainty, such benefit is more than the cost of the Assessment Area Four Assessments. The proposed, maximum Assessment Area Four Assessments are as shown in **Table 2**, and such amounts are less than the cost of the Assessment Area Four Project.

Further, the Assessment Area Four Assessments will be fairly and reasonably allocated using Equivalent Assessment Units ("**ERUs**"). All previous debt assessments within the District have been assigned based on ERUs, and the Assessment Area Four Assessments will be assigned in the same manner. Larger lots are assigned relatively higher ERUs than smaller lots. The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the Assessment Area Four Project less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the Assessment Area Four Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this

time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Assessment Area Four Project. The method of using ERU factors to allocate assessments meets statutory requirements and is commonly accepted in the industry.

Initially, the Assessment Area Four Assessments will be allocated within the benefitted lands within Assessment Area Four on a per acre basis. As portions of lands are platted within Assessment Area Four, the Assessment Area Four Assessments will be allocated on a first-platted, first-assigned basis, using the ERU factors set forth in **Table 4**. Any unassigned amount of Assessment Area Four Assessments encumbering the remaining unplatted lands will continue to be calculated and levied on an equal assessment per acre basis within Assessment Area Four. Notably, because only 50' Lots are planned for Assessment Area Four, all of the planned 50' Lots will pay the same amount of Assessment Area Four Assessments.

Maximum Master Lien; Supplemental Reports. A maximum bond sizing for Assessment Area Four has been provided in **Table 5**. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which all the Assessment Area Four Project costs are funded with bond proceeds. However, the District is not obligated to issue bonds, or may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities, and structures up to the maximum principal amount. **Table 5** represents the maximum Assessment Area Four Assessments necessary to support repayment of the maximum 2022 Bonds.

Along those lines, this master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit, and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the Assessment Area Four Project referenced herein. All such liens shall be within the benefit limits established herein, and specifically below the amounts set forth in **Table 5,** and using the allocation methodology described herein, and shall be described in one or more supplemental reports. Note that landowners will not have a payment obligation until the issuance of the 2022 Bonds, at which time the Assessment Area Four Assessments securing the 2022 Bonds will be finally determined. Excluding any capitalized interestperiod, the Assessment Area Four Assessments shall be paid in no more than thirty (30) annual installments.

Common Areas. All amenities and common areas not owned by the District and within Assessment Area Four will be owned and operated by a homeowners'/property owners' association(s) for the benefit of the Assessment Area Four landowners and are considered a common element for the exclusive benefit of residents and landowners. Accordingly, any benefit from the amenities and common areas flows directly to the benefit of all land within Assessment Area Four. For this reason, no Assessment Area Four Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Assessment Area Four Assessments without specific consent thereto. If at any time, any real property on which Assessment Area Four Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Assessment Area Four Assessments for such tax parcel shall become due and payable immediately prior to such transfer

without any further action of the District.

Third Party Transfers. In the event an unplatted parcel is sold to a third party not affiliated with the Developer, the Assessment Area Four Assessments will be assigned to that unplatted parcel based on the maximum total number of planned units reasonably assigned by the Developer to that unplatted parcel. The owner of that unplatted parcel will be responsible for the total assessments applicable to the unplatted parcel, regardless of the total number of planned units ultimately platted. These total Assessment Area Four Assessments are fixed to the unplatted parcel at the time of sale. If the unplatted parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the unplatted parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting, and then first-platted, first-assigned).

Contributions. As set forth in any supplemental report, and for any particular bond issuance, and subject to an appropriate agreement with the District, the land developer may opt to "buy down" the assessments on particular product types and/or lands using a contribution of cash, infrastructure, work product or land (at appraised value), or other consideration, and in order for assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down assessments will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

Reallocation. Please note that in the event the Assessment Area Four Project is not completed, required contributions are not made, the District's boundaries are amended, or other circumstances occur, the District may elect to reallocate assessments and expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

IV. TRUE-UP PAYMENTS

The District's assessment program is predicated on the development of lots in the manner described in **Table 1**. However, if a change in development results in a net decrease in the overall principal amount of Assessment Area Four Assessments able to be assigned to the lands within Assessment Area Four, then a "true-up payment," equal to the shortfall in Assessment Area Four Assessments (including principal and applicable interest, as well as any collection fees and costs), will be required to cure the deficiency. If a change in development would result in a net increase in the overall principal amount of Assessment Area Four Assessments able to be assigned to Assessment Area Four, then the District shall undertake a pro rata reduction of Assessment Area Four Assessments for all assessed properties within Assessment Area Four.

The District shall perform a review of the development plan for true-up calculation purposes upon the presentation of each plat, but only after a plat is presented that intends to plat the lesser of (i) at least 50% of the acres within Assessment Area Four or (ii) at least 50% of the planned units for Assessment Area Four. As part of the District's review, a landowner may provide for the District's consideration the following information: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of

allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true- up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, *Florida Statutes* upon the advice of District Counsel.

For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

V. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, the District's underwriter, and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. DPFG Management & Consulting, LLC makes no representations regarding that information, beyond restatement of the factual information necessary for preparation of this report.

DPFG Management & Consulting, LLC, does not represent the District as a Municipal Advisor or Securities Broker within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, DPFG Management & Consulting, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

TABLES

TABLE 1 – Development Plan

Product Type	ERU	Number of Units
50’ Lots	1.0*	92

* An ERU of 1.0 for a 50’ Lot is consistent with the District’s prior assessment reports.

TABLE 2 – 2022 Project Costs

IMPROVEMENT	ESTIMATED COST*
Clearing / Earthwork	$637,515
Master Stormwater Management	$540,167
Local Roads	$754,948
Landscaping, Retaining Wall, Entry Feature	$459,270
Professional Fees	$382,704
Contingency	$277,460
TOTAL	**$3,052,064**

*Information provided by District Engineer.

TABLE 3 – Sources and Uses of Funds *(Preliminary)*

SOURCES	
Bond Par Amount	$4,260,000
TOTAL SOURCES:	**$4,260,000**
USES	
Debt Service Reserve Fund	$309,484
Capitalized Interest Fund	$511,200
Costs of Issuance	$387,252
Project Fund	$3,052,064
TOTAL USES:	**$4,260,000**

* Information provided by Underwriter.

TABLE 4 – Benefit Allocation

Product Type	ERU	Number of Units	Total ERUs
50’ Lots	1.0	92	92

TABLE 5 – Debt Assessment Allocation After Plat Mac Recordation

Lot Product Type	Lots	ERU	Total ERU	Total Maximum Annual Debt Service*	Maximum Annual Debt Service Per Lot*	Principal Amount	Principal Per Lot
50’ Lots	92	1	92	$309,484	$3,364	$4,260,000	$46,304

* Excludes County Collection Costs and Early Payment Discounts, which may vary.

TABLE 6 – Debt Assessment Allocation Before Plat Map Recordation

Undeveloped Acres	39.97
Total Maximum Annual Debt Service	$309,484
Maximum Annual Debt Service per Acre	$7,743
Total Principal	$4,260,000
Principal per Acre	$106,580

PRELIMINARY ASSESSMENT ROLL:

Lot / Parcel	Assigned ERU	Series 2022 Bonds Principal Amount	Maximum Annual Debt Service*
See attached Legal Description for 39.97 acres	92.0	$4,260,000	$309,484

* Excludes County Collection Costs and Early Payment Discounts, which may vary.

LEGAL DESCRIPTION OF ASSESSMENT AREA FOUR:

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

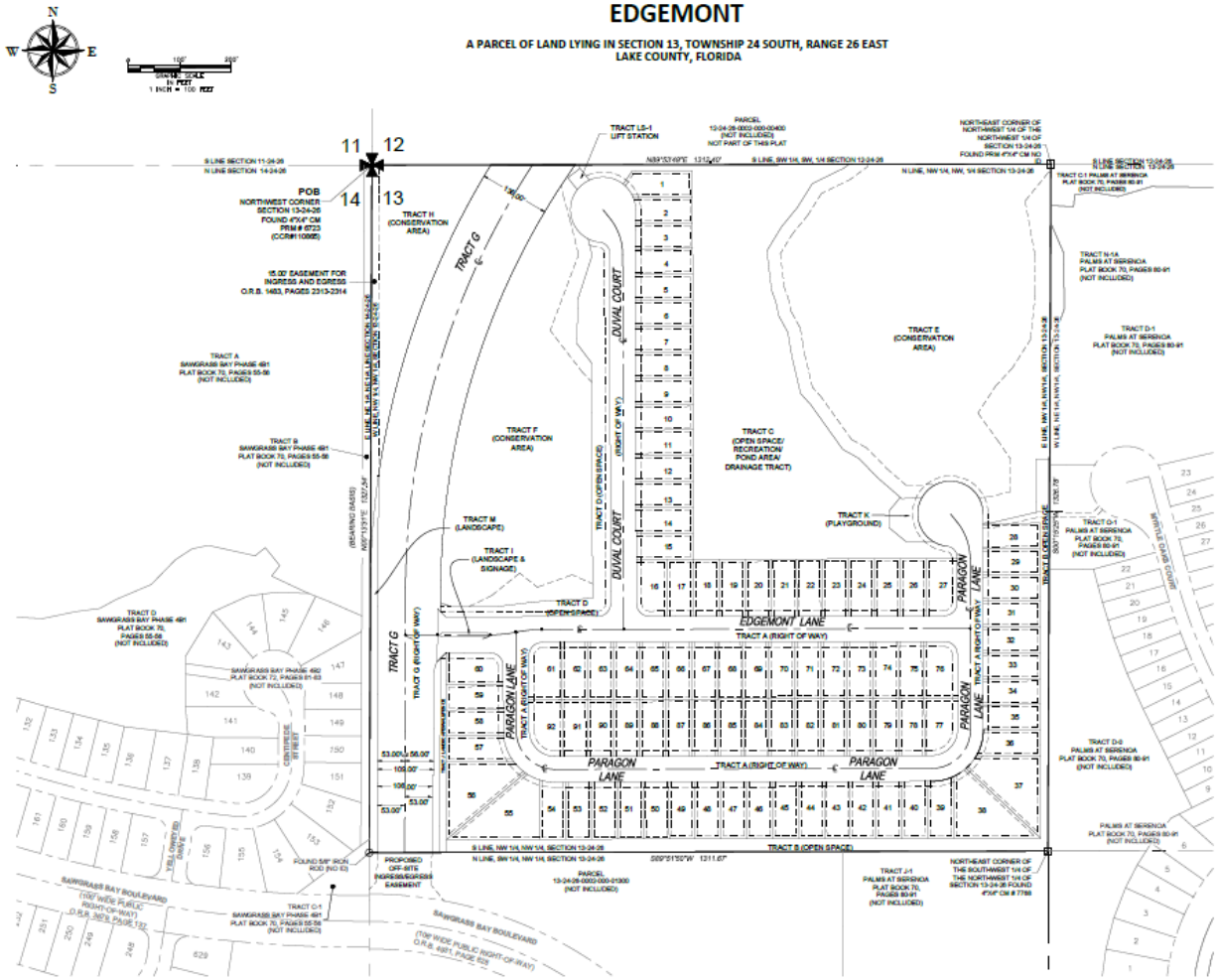


EXHIBIT 18

RESOLUTION 2022-07

[DECLARING RESOLUTION – ASSESSMENT AREA FOUR (EXPANSION PARCEL)]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS FOR THE ASSESSMENT AREA FOUR; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, effective January 6, 2022, the boundaries of the District were amended by Ordinance #2021-53 of the Board of County Commissioners of Lake County, Florida, to include approximately 39.97 acres of land to those lands within the boundaries of the District ("**Expansion Parcel**"); and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan for what is known as the Expansion Parcel ("**Assessment Area Four**") of the District ("**2022 Project**"), as described in the *2022 Supplemental Engineer's Report*, dated _____ which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the 2022 Project by the levy of special assessments ("**2022 Assessments**") on the 2022 Assessment Area, using the methodology set forth in that *Special Assessment Methodology Report*, dated _____, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at

c/o DPFG Management & Consulting LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District Records Office**");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

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2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make the 2022 Project and to defray all or a portion of the cost thereof by the 2022 Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the 2022 Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

A. The total estimated cost of the 2022 Project is **$_____** ("**Estimated Cost**").

B. The 2022 Assessments will defray approximately **$_____**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the 2022 Assessments will defray no more than **$_____** per year, again as set forth in **Exhibit B**.

C. The manner in which the 2022 Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The 2022 Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the 2022 Assessments is not available to the District in any year, or if determined by

the District to be in its best interest, the 2022 Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED**. The 2022 Assessments securing the 2022 Project shall be levied on 2022 Assessment Area, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed (i.e., Assessment Area Four), with certain plans and specifications describing the 2022 Project and the estimated cost of the 2022 Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS	
DATE:	_____, _____ ___, 2022
TIME:	_____
LOCATION:	_____
	_____

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Lake County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall

file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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.

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

PASSED AND ADOPTED this 24 day of February, 2022.

ATTEST:

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

_____ _____

Secretary/Asst. Secretary Chairman

Exhibit A: *2022 Supplemental Engineer's Report*, dated _____
Exhibit B: *Special Assessment Methodology Report*, dated _____

EXHIBIT 19

RESOLUTION NO. 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $3,000,000 AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, SPECIAL ASSESSMENT BONDS, SERIES 2022 (ASSESSMENT AREA FOUR PROJECT) (THE "BONDS"), TO FINANCE CERTAIN PUBLIC PARCEL INFRASTRUCTURE WITHIN ASSESSMENT AREA FOUR OF THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SEVENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE BONDS, ALONG WITH THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF MARCH 1, 2017; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT AND ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves 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. 2016-16, duly enacted by the Board of County Commissioners of Lake County, Florida, on April 19, 2016 and becoming effective on April 27, 2016 (the "Original Ordinance"); and

WHEREAS, the Original Ordinance was amended by Ordinance No. 2021-53 on December 21, 2021 and effective on January 6, 2022 whereby the boundaries of the District were expanded by approximately 39.97 acres (herein, "Assessment Area Four"); and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

WHEREAS, the Board of Supervisors of the District (herein, the "Board") has previously adopted Resolution No. 2016-21 on April 28, 2016 (the "Initial Bond Resolution"), pursuant to which the District authorized the issuance of not to exceed $70,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District's capital improvement program; and

WHEREAS, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

WHEREAS, pursuant to the Initial Bond Resolution, the Board approved the form of Master Trust Indenture to be entered into by the District and Regions Bank, as trustee (the "Trustee"), which Master Trust Indenture was entered into as of March 1, 2017 in connection with the District's 2017 Bonds (herein, the "Master Indenture"); and

WHEREAS, based on the current development plans of DR Horton, Inc., as the developer of Assessment Area Four (the "Developer"), the Board finds it necessary to finance a portion of the public parcel infrastructure necessary for the development of Assessment Area Four; and

WHEREAS, the Board hereby determines to issue its Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Bonds") in the principal amount of not exceeding $3,000,000 for the purpose of providing funds to finance a portion of the public parcel infrastructure within Assessment Area Four of the District – specifically, the "Assessment Area Four Project," as described in the District's *Engineer's Supplemental Report – Assessment Area Four Project*, as revised ("Engineer's Report"); and

WHEREAS, the Board hereby finds it necessary to approve the form of and authorize the execution and delivery of a Seventh Supplemental Trust Indenture (the "Seventh Supplemental" and, together with the Master Indenture, the "2022 Indenture") which will govern the Bonds; and

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

(i) a Bond Purchase Contract with respect to the Bonds by and between FMSbonds, Inc., as the underwriter (the "Underwriter") and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the "Bond Purchase Contract");

(ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the "Preliminary Limited Offering Memorandum");

(iii) a Continuing Disclosure Agreement among the District, the dissemination agent named therein and the obligated parties named therein, substantially in the form attached hereto as Exhibit C; and

(iv) the Seventh Supplemental between the District and the Trustee, substantially in the form attached hereto as Exhibit D

WHEREAS, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Assessment Methodology Report* dated [October 27, 2016], as supplemented ("Assessment Methodology Report") and the Engineer's Report to conform such reports to the final terms of the Bonds; and

WHEREAS, the proceeds of the Bonds shall also fund a debt service reserve account, pay capitalized interest and pay the costs of the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Avalon Groves Community Development District (the "Board"), as follows:

Section 1. Negotiated Limited Offering of Bonds. The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the Bonds and secure better rates, it is necessary and in the best interest of the District that the Bonds, in the aggregate principal amount of not exceeding $3,000,000 be sold on a negotiated limited offering basis. The District hereby further finds that it will not be adversely affected if the Bonds are not sold pursuant to competitive sales.

Section 2. Purpose; Assessment Area Designation. The District hereby authorizes its capital improvement plan for the lands comprising Assessment Area Four, as set forth in the Engineer's Report, and hereby authorizes the financing of a portion of the acquisition and construction of certain public infrastructure benefiting such assessable lands within Assessment Area One by issuing the Bonds to finance all or a portion of the Assessment Area Four Project. The Assessment Area Four Project includes, but is not limited to, stormwater drainage facilities including related earthwork and acquisition of stormwater ponds and conservation tracts, perimeter buffers, landscaping and hardscaping in public rights-of-way including entrance features and related costs, all as more particularly described in the Engineer's Report.

Section 3. Sale of the Bonds. Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be

entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District and the Chairperson, may be executed by the District without further action provided that (i) the Bonds mature not later than the statutory permitted period; (ii) the principal amount of the Bonds issued does not exceed $3,000,000; (iii) the maximum arbitrage yield on the Bonds shall not exceed 4.50%; (iv) if the Bonds are subject to optional redemption which determination will be made on or before the sale date of the Bonds, the first optional call date and the redemption price shall be determined at such time; and (v) the purchase price to be paid by the Underwriter for the Bonds is not less than 98% of the par amount of the Bonds issued (exclusive of any original issuance discount).

Section 4. **The Limited Offering Memorandum**. The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the Limited Offering of the Bonds (the "Preliminary Limited Offering Memorandum"). The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District, with final approval by the Chairperson. The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by the Bond Counsel and counsel to the District, with final approval by the Chairperson. The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) 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 5. **Details of the Bonds.** The proceeds of the Bonds shall be applied in accordance with the provisions of the Indenture. The Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the Indenture. The execution of the Indenture shall constitute approval of such terms as set forth in the Indenture and this Resolution. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution and the applicable Indenture (as defined below) shall not exceed $3,000,000 with respect to the Bonds.

Section 6. **Continuing Disclosure; Dissemination Agent**. The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially

in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds and compliance with Rule 15c2-12 of the Securities and Exchange Commission. Development Planning & Finance Group, Inc. is hereby appointed the initial dissemination agent.

Section 7. Authorization of Execution and Delivery of the Seventh Supplemental; Application of Master Indenture. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Seventh Supplemental between the District and the Trustee. The Master Indenture will be applicable to the Bonds. The 2022 Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of the Bonds. The Seventh Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) 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 the Seventh Supplemental attached hereto as Exhibit D.

Section 8. Authorization and Ratification of Prior Acts. All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

Section 9. Appointment of Underwriter. The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the Bonds.

Section 10. Book-Entry Only Registration System. The registration of the Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

Section 11. Assessment Methodology Report. The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Development Planning & Finance Group, Inc. in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds.

Section 12. Engineer's Report. The Board hereby authorizes any modifications to the Engineer's Report prepared by Heidt Design, LLC in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds or modifications to the Assessment Area Four Project.

Section 13. Further Official Action. The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the

respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. 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.

Section 14. **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 15. **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.

PASSED in public session of the Board of Supervisors of the Avalon Groves Community Development District, this 24th day of February, 2022 and this Resolution shall be effective as of this date.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:_____
Name:_____
Title: Secretary

By:_____
Name:_____
Title: Chairperson/Vice Chairperson
Board of Supervisors

EXHIBIT A

FORM OF BOND PURCHASE CONTRACT

EXHIBIT B

DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF SEVENTH SUPPLEMENTAL TRUST INDENTURE

61926260v5/166843.010500

DRAFT-1
GrayRobinson, P.A.
February 14, 2022

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
(LAKE COUNTY, FLORIDA)

$_____
Special Assessment Bonds, Series 2022
(Assessment Area Four Project)

BOND PURCHASE CONTRACT

_____, 2022

Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

Lady and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Avalon Groves Community Development District (the "District"). The District is located entirely within unincorporated Lake County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 5:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds"). The Series 2022 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto.

The purchase price for the Series 2022 Bonds shall be $_____ (representing the $_____ aggregate principal amount of the Series 2022 Bonds, [plus/less net original issue premium/discount of $_____ and] less an underwriter's discount of $_____). Payment of the purchase price and delivery of the Series 2022 Bonds 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 Series 2022 Bonds. The Series 2022 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), by Ordinance No. 2016-16, enacted by the Board of County Commissioners of the County on April 19, 2016 and became effective on April 27, 2016 (the "Initial Ordinance"), as supplemented by Ordinance No. 2021-53 enacted by the County on [January 2], 2022 (the "Expansion Ordinance" and, together with the Original Ordinance, the "Ordinance"). The Series 2022 Bonds are being issued pursuant to the Act and secured

pursuant to the provisions of a Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture"), as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of [_____] 1, 2022 (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and Regions Bank, as trustee (the "Trustee"), and by Resolution No. 2016-21, adopted by the Board of Supervisors of the District (the "Board") on April 28, 2016 and Resolution No. 2022-[__], adopted by the Board on February 24, 2022 (collectively, the "Bond Resolution").

Prior to the time of Closing, the Assessment Area Four Special Assessments, comprising the Assessment Area Four Pledged Revenues for the Series 2022 Bonds, will have been levied by the District on those lands within Assessment Area Four within the District specially benefited by the Assessment Area Four Project pursuant to the Assessment Resolutions (as such terms are defined in the Seventh Supplemental Indenture).

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

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

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

(c) The Underwriter confirms that it has offered the Series 2022 Bonds to accredited investors constituting the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities of the Series 2022 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-

price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022 Bonds, the Underwriter will neither offer nor sell unsold Series 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

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

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

(d) The Underwriter confirms that:

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

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

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

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

(ii) any selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at

reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

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

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

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

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

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

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

3. **Use of Documents**. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated _____, 2022 (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 Series 2022 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Series 2022 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the Series 2022 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Series 2022 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated _____, 2022 (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 Series 2022 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby authorizes the use of the Limited Offering Memorandum by the Underwriter.

4. **Definitions**. For purposes hereof, (a) this Purchase Contract, the Indenture, the Series 2022 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, D.R. Horton, Inc., a Delaware corporation (the "Developer") and DPFG Management & Consulting, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix F 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 (Assessment Area Four Project) by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (Assessment Area Four) by and between the District and the Developer dated as the Closing Date (the "Acquisition Agreement"), the Collateral Assignment Agreement (Assessment Area Four Project), in recordable form, by and between the District and the Developer dated as of the Closing Date (the "Collateral Assignment"), the True-Up Agreement (Assessment Area Four Project) in recordable form by and between the District and the Developer dated as of the Closing Date (the "True-Up Agreement") and the Supplemental Declaration of Consent (Assessment Area Four Project) in recordable form by the Developer dated as of the Closing Date (the "Declaration")], are collectively referred to herein as the "Ancillary Agreements."

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

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Series 2022 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2022 Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (v) acknowledge and

authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Preliminary Limited Offering Memorandum, including but not limited to entering into the Collection Agreement to provide for the collection of the Assessment Area Four Special Assessments using the Uniform Method of collection in accordance with the Indenture. On the Closing Date, the District will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Series 2022 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and will, prior to the delivery of the Series 2022 Bonds, have adopted all of the Assessment Resolutions, and the same will be 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 duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements to which it is a party, the Series 2022 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements to which it is a party and the Series 2022 Bonds 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 Series 2022 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute legal, valid and binding obligations of the District, enforceable in accordance with their 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 Series 2022 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions (once all of the Assessment Resolutions are adopted), and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other

instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Series 2022 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2022 Bonds, the Ancillary Agreements to which it is a party or the Financing Documents;

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

(f) The descriptions of the Series 2022 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party, the Assessment Area Four Project, to the extent referred to in the Preliminary Limited Offering Memorandum, conform in all material respects to the Series 2022 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party and the Assessment Area Four Project, respectively;

(g) The Series 2022 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 Series 2022 Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Series 2022 Bonds, a legally valid and binding pledge of and first lien on the Assessment Area Four Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Series 2022 Bonds set forth in the Indenture will have been complied with or fulfilled;

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

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

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the 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 the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained or to be contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT" (except for "- General" and "- Update on Prior Phases"), "THE DEVELOPER," "TAX EXEMPTION," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer" and "UNDERWRITING";

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

(l) If between the date of this Purchase Contract and the earlier of (i) date that is ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12 or (ii) the time when the Limited Offering Memorandum is available to any person from the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense 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 Preliminary Limited Offering Memorandum, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Series 2022 Bonds, the Financing Documents or the Ancillary Agreements to which it is a party, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) 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 the 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 Preliminary Limited Offering Memorandum, the District has never failed to comply in any material respect with any continuing disclosure obligations previously undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

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

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

7. **Closing Conditions**. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract 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 Resolutions, the Series 2022 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form acceptable to the Underwriter and its counsel;

(4) The opinions, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix B, together with letters of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinions addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinions were addressed to them;

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

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

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, the Underwriter, Bond Counsel and Underwriter's Counsel of [_____], counsel to the Developer, in form and substance acceptable to the Underwriter and its counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, 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 Developer dated as of the Closing in the form annexed as Exhibit E hereto or in such form and substance otherwise acceptable to the Underwriter and its counsel;

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as 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 Assessment Area Four Special Assessments, as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "THE DEVELOPMENT" (except for "- General" and "- Update on Prior Phases"), "THE DEVELOPER," "TAX EXEMPTION," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer" and "UNDERWRITING," as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

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

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

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

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

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

(18) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the District, 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 Series 2022 Bonds;

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

(21) A certified copy of the final judgment of the Circuit Court in and for Lake County, Florida, validating the Series 2022 Bonds and the certificate of no-appeal;

(22) A copy of the "Avalon Groves Community Development District Preliminary Engineer's Report" dated October 11, 2016, as supplemented by the "Avalon Groves Community Development District Engineer's Supplement Report – 2022 Bond Issuance," dated [January 27, 2022];

(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 Series 2022 Bonds;

(24) A copy of the Master Assessment Methodology Report dated October 27, 2016, as supplemented by the [Fourth Supplemental Special Assessment Methodology Report] dated the date hereof;

(25) A Supplemental Declaration of Consent (Assessment Area Four Project) executed and delivered by the Developer and any other entity owning any land in Assessment Area Four of the District as of the Closing Date with respect to all real property owned by such entities within the District which is subject to the Assessment Area Four Special Assessments, as applicable, in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;

(26) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Series 2022 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future; and

(27) 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 Developer on or prior to the

Closing of all the agreements then to be performed and conditions then to be satisfied by each.

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

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

9. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the

preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2022 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) 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. It is anticipated that such expenses shall be paid from the proceeds of the Series 2022 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

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

10. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2022 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and 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, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the limited offering of the Series 2022 Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District with respect to the limited offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2022 Bonds, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2022 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

11. 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 DPFG Management & Consulting, LLC, 250 International Pkwy, Ste. # 208, Lake Mary, Florida 32746, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

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

13. 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.

14. **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.

15. **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.

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

17. **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.

[Remainder of page intentionally left blank.]

Very truly yours,

FMSBONDS, INC.

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

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

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
James P. Harvey,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

_____, 2022

Board of Supervisors
Avalon Groves Community Development District
Lake County, Florida

Re: $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Series 2022 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated _____, 2022 (the "Bond Purchase Contract"), between the Underwriter and Avalon Groves Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

1. The underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Series 2022 Bonds is approximately $_____ per $1,000.00 or $_____.

2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Series 2022 Bonds are: None.

3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2022 Bonds are set forth in Schedule I attached hereto.

4. The management fee charged by the Underwriter is: $0/$1,000 or $0.

5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Series 2022 Bonds to any person not regularly employed or retained by the Underwriter in connection with the Series 2022 Bonds is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.

6. The name and address of the Underwriter is:

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

The District is proposing to issue $_____ aggregate amount of the Series 2022 Bonds for the purpose providing funds for (i) the Costs of acquiring a portion of the Assessment Area Four Project, (ii) the funding of the Series 2022 Reserve Account, (iii) funding Capitalized Interest on Series 2022 Bonds through at least [November] 1, 2022, and (iv) the payment of the costs of issuance of the Series 2022 Bonds.

The debt evidenced by the Series 2022 Bonds is expected to be repaid over a period of approximately _____ (__) years and _____ (__) months. At a net interest cost of approximately _____% for the Bonds, total interest paid over the life of the Series 2022 Bonds will be $_____.

The source of repayment for the Series 2022 Bonds are the Assessment Area Four Special Assessments (as defined in the Seventh Supplemental Indenture), imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Series 2022 Bonds will result in approximately $_____ (representing the average annual debt service payments due on the Series 2022 Bonds) of the Assessment Area Four 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 Series 2022 Bonds were not issued, the District would not be entitled to impose and collect the Assessment Area Four Special Assessments in the amount of the principal of and interest to be paid on the Series 2022 Bonds.

[Remainder of page intentionally left blank.]

Sincerely,

FMSBONDS, INC.

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

SCHEDULE I

Expenses for the Series 2022 Bonds:

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

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price for the Series 2022 Bonds:** $_____ (representing the $_____ aggregate principal amount of the Series 2022 Bonds, [plus/less net original issue premium/discount of $_____ and] less an underwriter's discount of $_____).

2. **Principal Amounts, Maturities, Interest Rates, Yields and Prices:**

Series 2022 Bonds				
Amount	Maturity Date	Rate	Yield	Price

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

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

3. **Redemption Provisions:**

Optional Redemption

The Series 2022 Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account.

Mandatory Sinking Fund Redemption

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

Year	**Mandatory Sinking Fund Redemption Amount**
*	

_____
*Maturity

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

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

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

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

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

Extraordinary Mandatory Redemption

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

(i) from Series 2022 Prepayment Principal (including amounts transferred from the Series 2022 Debt Service Reserve Account as a credit against the amounts of the Series 2022 Prepayment Principal due and owing) deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of the Assessment Area Four Special Assessments on any assessable property within the Assessment Area Four in accordance with the provisions of the Seventh Supplemental Indenture.

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

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

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

_____, 2022

Avalon Groves Community Development District
Lake County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to the Avalon Groves Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its $_____ original aggregate principal amount of Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds"). The Series 2022 Bonds are secured pursuant to that certain Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture"), as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and Regions Bank, as Trustee.

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

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

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

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

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

3. The information in the Limited Offering Memoranda (except for "Permitted Omissions" as defined in Rule 15c2-12 with respect to the Preliminary Limited Offering Memorandum) under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2022 BONDS," "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS," and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF THE SEVENTH SUPPLEMENTAL INDENTURE," insofar as such statements constitute descriptions of the Series 2022 Bonds and the Indenture, are accurate as to the

matters set forth or documents described therein, and the information under the captions "TAX EXEMPTION" and "AGREEMENT BY THE STATE," insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State") and the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), is accurate as to the matters set forth therein.

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

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

_____, 2022

Avalon Groves Community Development District
Lake County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Regions Bank, as Trustee
Jacksonville, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project)

Ladies and Gentlemen:

We serve as counsel to the Avalon Groves Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "**Bonds**"). This letter is delivered to you pursuant to Section 3.01(2) of the Master Indenture (defined below), Section 2.09(c) of the Seventh Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

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

1. Ordinance 2016-16, enacted by the Board of County Commissioners of Lake County, Florida, which was effective as of April 27, 2016, as supplemented by Ordinance No. 2022-__ enacted by the County on [January 2], 2022 (collectively, the "**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as March 1, 2017 ("**Master Indenture**"), as amended and supplemented by a *Seventh Supplemental Trust Indenture*, dated as of _____ 1, 2022 ("**Seventh Supplemental Trust Indenture**" and, together with the Master Indenture, the "**Indenture**"), each by and between the District and Regions Bank, as trustee ("**Trustee**");
3. Resolutions Nos. 2016-21 and 2022-[__] adopted by the District on April 28, 2016 and January 27, 2022, respectively (collectively, "**Bond Resolution**");
4. The "*Avalon Groves Community Development District Preliminary Engineer's Report*" dated October 11, 2016, as supplemented by the *Avalon Groves Community Development District Engineer's Supplement Report – 2022 Bond Issuance*, dated [January 27, 2022]

(collectively, "**Engineer's Report**"), which describes among other things the Assessment Area Four Project ("**Project**");

5. *Master Assessment Methodology Report,* dated October 27, 2016, and the [*Fourth Supplemental Special Assessment Methodology Report],* dated _____, 2022, (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2022-__, 2022-__, and 2022-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on June 22, 2016, and by the Circuit Court for the Fifth Judicial Circuit in and for Lake County, Florida in Case No. 35-2016-CA-000803, and Certificate of No Appeal issued on July 27, 2016;
8. the Preliminary Limited Offering Memorandum dated _____, 2022 ("**PLOM**") and Limited Offering Memorandum dated _____, 2022 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Heidt Design, LLC, as District Engineer;
11. certain certifications of DPFG Management & Consulting, LLC, as District Manager and Assessment Consultant;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Bonds (which has been examined but is not being relied upon);
14. an opinion of Aponte & Associates Law Firm ("**Trustee Counsel**"), issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. the following agreements ("**Bond Agreements**"):
    (a) the Continuing Disclosure Agreement dated as of the Closing Date, by and among the District, D.R. Horton, Inc. ("**Developer**") and the dissemination agent named therein;
    (b) the Bond Purchase Contract between Underwriter and the District and dated _____, 2022 ("**BPA**");
    (c) the Completion Agreement (Assessment Area Four Project) by and between the District and the Developer dated as of the Closing Date (the "**Completion Agreement**");
    (d) [the 2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One) by and between the District and the Developer dated as July 30, 2019, as amended by that First Amendment to 2019 Acquisition Agreement (Phases 1-4 Sub-Assessment Area One) dated as of the Closing Date (collectively, the "**Acquisition Agreement**")];
    (e) the Collateral Assignment Agreement (Assessment Area Four Project), in recordable form, by and between the District and the Developer dated as of the Closing Date (the "**Collateral Assignment**"); and
    (f) the True-Up Agreement (Assessment Area Four Project) in recordable form by and between the District and the Developer dated as of the Closing Date (the "True-Up Agreement");
16. Supplemental Declaration of Consent (Assessment Area Four Project) executed by the Developer; and
17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the

Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee provided however that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent. That said, this opinion may be relied upon by Greenberg Traurig, P.A., serving as bond counsel to the District, for the limited purposes of the following opinions: (1) that under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government, and (2) that each member of the Board has taken and subscribed to the oath of affirmation required by the laws of the State of Florida.

C. OPINIONS

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

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

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

3. ***Documents*** – The Bond Resolution and Assessment Resolution have been duly and validly adopted and executed by the District, are in full force and effect, and constitute legal, valid and binding actions of the District. The Bonds, Indenture, and Bond Agreements (assuming due authorization, execution and delivery of the foregoing documents by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, are in full force and effect, and constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. ***Validation –*** The Bonds have been validated by a final judgment of the Circuit Court in and for Lake County, Florida, of which no timely appeal was filed.

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

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

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

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

provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

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

D. CERTAIN ASSUMPTIONS

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

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. Except as set forth in Section C.9., we express no opinion and make no representations as to the Project, including but not limited to the costs, estimates, projections, status, technical provisions or anything else related to the Project.

7. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

8. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

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

Very truly yours,

KE LAW GROUP, PLLC

_____

For the Firm

EXHIBIT E

FORM OF CERTIFICATE FOR DEVELOPER

D.R Horton, Inc., a Delaware corporation (the "Developer") DOES HEREBY CERTIFY, that:

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

2. The Developer is a corporation organized and existing under the laws of the State of Delaware and authorized to transact business under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated _____, 2022, and a final Limited Offering Memorandum dated _____, 2022 (collectively, the "Limited Offering Memoranda").

4. The Supplemental Declaration of Consent (Assessment Area Four Project) dated _____, 2022 executed by the Developer and to be recorded in the public records of Lake County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Developer enforceable against the Landowner in accordance with its terms.

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA FOUR PROJECT," "THE DEVELOPMENT," (excluding "Update on Prior Phases"), "THE DEVELOPER," "LITIGATION – The Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer only) and with respect to the Developer and the development of the Assessment Area Four Project and the Assessment Area Four Lands (as defined in the Limited Offering Memoranda) under the caption "BONDOWNERS' RISKS" and warrant and represent that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Developer represents and warrants that it has complied with and will continue to comply with Sections 190.048 and 190.009, Florida Statutes, as amended.

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

8. The Developer hereby consents to the levy of the Assessment Area Four Special Assessments on the lands in the Assessment Area Four of the District owned by the Developer. The levy of the Assessment Area Four Special Assessments on the Lands in the Assessment Area Four of the District

will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which either the Developer is a party or to which any of its properties or assets are subject.

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

10. To the best of our knowledge, the Developer is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which it is subject or by which any of its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents or on the development of the Assessment Area Four Project and the Assessment Area Four Lands and neither is delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the Assessment Area Four Project and the Assessment Area Four Lands.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which the Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of either or the Developer or their respective businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer.

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

14. The price being paid by the District to the Developer for the acquisition of any land is the lesser of the appraised value of the land or the Developer's cost basis in the land.

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

16. Except as disclosed in the Preliminary Limited Offering Memorandum, the Developer has not failed to comply with any of its continuing disclosure undertakings entered into in connection with Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended.

17. The Developer is not insolvent or in default of any obligations to pay special assessments.

Dated: _____, 2022.

D.R. HORTON, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT F

CERTIFICATE OF ENGINEER

HEIDT DESIGN, LLC (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(16) of the Bond Purchase Contract dated _____, 2022 (the "Purchase Contract"), by and between Avalon Groves Community Development District (the "District") and FMSbonds, Inc. with respect to the $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (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 _____, 2022 and the Limited Offering Memorandum, dated _____, 2022, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

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

3. The plans and specifications for the improvements constituting the Assessment Area Four Project (as described in the Limited Offering Memoranda) were approved by all regulatory bodies required to approve them or are reasonably expected to be approved in due course. All environmental and other regulatory permits or approvals required in connection with the construction of the Assessment Area Four Project were obtained or are reasonably expected to be obtained in the ordinary course.

4. The Engineers prepared the report entitled "Avalon Groves Community Development District Preliminary Engineer's Report" dated October 11, 2016 (the "Master Report"), as supplemented by the "Avalon Groves Community Development District Engineer's Supplement Report – 2022 Bond Issuance," dated [January 27, 2022] (the "Supplemental Report" and together with the Master Report, the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Supplemental Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Assessment Area Four Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA FOUR PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

6. The improvements constituting the Assessment Area Four Project are or will be, as applicable, constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the Developer for acquisition of the improvements included within the each Project does not exceed the lesser of the cost of such Project or the fair market value of the assets acquired by the District.

8. The benefit provided by the Assessment Area Four Project and to the lands subject to the Assessment Area Four Special Assessments is at least equal to or greater than the amount of the Assessment Area Four Special Assessments.

9. To the best of our knowledge, after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development as described in the Limited Offering Memoranda have been received or are reasonably expected to be received in the ordinary course; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.

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

Date: _____, 2022

HEIDT DESIGN, LLC

By: _____
Print Name:_____
Title:_____

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

DPFG MANAGEMENT & CONSULTING, LLC ("DPFG"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated _____, 2022 (the "Purchase Contract"), by and between Avalon Groves Community Development District (the "District") and FMSbonds, Inc. with respect to the $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2022 Bonds, as applicable.

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

3. In connection with the issuance of the Series 2022 Bonds, we have been retained by the District to prepare the Master Assessment Methodology Report dated October 27, 2016, as supplemented by the [Fourth Supplemental Special Assessment Methodology Report] dated the date hereof (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

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

5. The information set forth in the Limited Offering Memoranda under the captions "THE DISTRICT," "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA FOUR PROJECT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Update on Prior Phases," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX E: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

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

8. The benefit from the Assessment Area Four Project equals or exceeds the Assessment Area Four Special Assessments, and such Assessment Area Four Special Assessments are fairly and reasonably allocated across all lands subject to the Assessment Area Four Special Assessments. The Assessment Area Four Special Assessments as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Assessment Area Four Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2022 Bonds through the respective final maturities thereof.

Dated: _____, 2022.

DPFG MANAGEMENT & CONSULTING, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

SEVENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

Dated as of _____ 1, 2022

Authorizing and Securing
$_____
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FOUR PROJECT)

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

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 2016-16 enacted by the Board of County Commissioners of Lake County, Florida (the "County"), on April 19, 2016, effective on April 27, 2016 (the "Initial Ordinance"); and

WHEREAS, the Original Ordinance was supplemented by the enactment of Ordinance No. 2021-53 enacted by the County on December 21, 2021 and becoming effective on January 6, 2022 whereby approximately 39.97 acres were added to the boundaries of the District (the "Expansion Ordinance" and, together with the Initial Ordinance, the "Ordinance"); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 1,010.97 acres of land (herein, the "District Lands" or "District"), are located entirely within the unincorporated area of the County; and

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

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

WHEREAS, the Issuer has previously adopted Resolution No. 2016-21 on April 28, 2016 (the "Original Authorizing Resolution"), authorizing the issuance of not to exceed $70,000,000 in aggregate principal amount of its special assessment bonds (the "Bonds") to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture; and

WHEREAS, the Issuer has previously determined to create four (4) separate and distinct assessment areas within the District, namely "Assessment Area One," "Assessment Area Two" "Assessment Area Three" and "Assessment Area Four"; and

WHEREAS, the Series 2022 Bonds (as herein defined) will be issued pursuant to that certain Master Trust Indenture dated as of March 1, 2017 by and between the Issuer and the Trustee (the "Master Indenture") and this Seventh Supplemental Indenture to finance a portion of

the public parcel infrastructure for a phase of development called "Edgemont" to be built for the benefit of certain assessable lands within Assessment Area Four, as referred to on Exhibit A attached hereto (herein the "Assessment Area Four Project"); and

WHEREAS, D.R. Horton, Inc., a Delaware corporation (the "Developer") is the developer of the residential community to be located within Assessment Area Four of the District and will construct all of the public infrastructure necessary to serve such portion of the residential community which Assessment Area Four Project will be purchased by the Issuer with a portion of the proceeds of the herein described Series 2022 Bonds; and

WHEREAS, the Issuer has determined to issue a Series of Bonds, designated as the Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds"), pursuant to the Master Indenture and this Seventh Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"); and

WHEREAS, in the manner provided herein, the net proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring a portion of the Assessment Area Four Project, (ii) the funding of the Series 2022 Reserve Account, (iii) funding Capitalized Interest on Series 2022 Bonds through at least [November 1, 2022], and (iv) the payment of the costs of issuance of the Series 2022 Bonds; and

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

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

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

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2022 Bonds issued and to be issued under this Seventh Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except

as otherwise specifically provided in this Seventh Supplemental Indenture) of any one Series 2022 Bond over any other Series 2022 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2022 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Seventh Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Seventh Supplemental Indenture to be and remain in full force and effect.

ARTICLE I
DEFINITIONS

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

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

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

"Assessment Area Four" shall mean the area within the District described on Exhibit E attached hereto upon which the Issuer will levy the Assessment Area Four Special Assessments.

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

Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

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

"Assessment Resolutions" shall mean Resolution No. 2022-__ Resolution No. 2022-__, and Resolution 2022-__ of the Issuer adopted on February 24, 2022, _____, 2022, and _____, 2022, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2022 Bonds, on the date of issuance, denominations of $5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least $100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an "accredited investor," as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

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

"Capitalized Interest" shall mean interest due or to become due on the Series 2022 Bonds which will be paid, or is expected to be paid, from the proceeds of the Series 2022 Bonds.

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

"District Manager" shall mean DPFG Management and Consulting, LLC, and its successors and assigns.

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

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing [November 1, 2022], any Quarterly Redemption Date and any other date the principal of the Series 2022 Bonds is paid.

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

"Master Indenture" shall mean the Master Trust Indenture, dated as of March 1, 2017, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters

pertaining solely to the Master Indenture or the Series 2022 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2022 Bonds as specifically defined in this Seventh Supplemental Indenture).

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

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

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

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

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

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

"Release Conditions" shall mean all of the following:

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

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

"Resolution" shall mean, collectively, (i) Resolution No. 2016-21 of the Issuer adopted on April 28, 2016, pursuant to which the Issuer authorized the issuance of not exceeding $70,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2022-07 of the Issuer adopted on February 24, 2022, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2022 Bonds in an aggregate principal amount of not exceeding $3,000,000 to finance the acquisition of all or a portion of the Assessment Area Four Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the Underwriter pursuant to parameters established therein.

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

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

"Series 2022 Bonds" shall mean the $_____ aggregate principal amount of Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Seventh Supplemental Indenture, and secured and authorized by the Master Indenture and this Seventh Supplemental Indenture.

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

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

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

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

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

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

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

"Series 2022 Principal Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Seventh Supplemental Indenture.

"Series 2022 Rebate Fund" shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Seventh Supplemental Indenture.

"Series 2022 Reserve Account" shall mean the Series 2022 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Seventh Supplemental Indenture.

"Series 2022 Reserve Requirement" or "Reserve Requirement" shall mean an amount initially equal to twenty-five percent (25%) of the maximum annual debt service with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions, the Series 2022 Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2022 Bonds. If a portion of the Series 2022 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to twenty-five percent (25%) (prior to satisfaction of the Release Conditions) or ten percent (10%) (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2022 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. The initial Series 2022 Reserve Requirement shall be equal to $_____.

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

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

"Substantially Absorbed" means the date at least 75% of the principal portion of the Assessment Area Four Special Assessments have been assigned to residential units within Assessment Area Four that have received certificates of occupancy.

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

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

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

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

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2022 BONDS

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

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

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

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

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

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

(a) The Series 2022 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring or constructing a portion of the Assessment Area Four Project, (ii) fund the Series 2022 Reserve Account in an amount equal to the initial Series 2022 Reserve Requirement; (iii) pay Capitalized Interest through at least [November 1, 2022]; and (iv) to pay the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated "Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

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

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

SECTION 2.05. Debt Service on the Series 2022 Bonds.

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

Year	**Amount**	**Interest Rate**

*Term Bonds

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent

lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2022 Bond Proceeds. From the net proceeds of the Series 2022 Bonds received by the Trustee in the amount of $_____.

(a) $_____ derived from the net proceeds of the Series 2022 Bonds (which is an amount equal to the initial Series 2022 Reserve Requirement) shall be deposited in the Series 2022 Reserve Account of the Debt Service Reserve Fund;

(b) $_____ derived from the net proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Capitalized Interest Account of the Debt Service Fund;

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

(d) $_____ representing the balance of the net proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

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

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds ("Beneficial Owners").

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

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

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

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

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

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

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2022 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

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

(a) Certified copies of the Assessment Resolutions;

(b) Executed originals of the Master Indenture and this Seventh Supplemental Indenture;

(c) An opinion of Counsel to the District, which will also be addressed in part to the Trustee (but only with respect to clauses (i), (iii), (iv) and (v)), substantially to the effect

that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct or purchase the Assessment Area Four Project being financed with the proceeds of the Series 2022 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Assessment Area Four Project, (iii) all proceedings undertaken by the Issuer with respect to the Assessment Area Four Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Assessment Area Four Special Assessments, and (v) the Assessment Area Four Special Assessments are legal, valid and binding liens upon the property against which such Assessment Area Four Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Seventh Supplemental Indenture;

(e) If the acquisition of any real property or interest therein is included in the purpose of the Assessment Area Four Project, a title opinion, or title insurance policy issued by a reputable title company that (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue;

(f) A Bond Counsel opinion substantially to the effect that: (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District, enforceable in accordance with its terms; (ii) the Series 2022 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2022 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein;

(g) A certificate of the Issuer's methodology consultant that the benefit from the proposed Assessment Area Four Project equals or exceeds the amount of corresponding 2022 Special Assessments, that the 2022 Special Assessments are fairly and reasonably allocated across the land that are subject to the 2022 Special Assessments, and that the 2022 Special Assessments are sufficient to pay the Debt Service on the Series 2022 Bonds; and

(h) A Certificate of the District Engineer certifying that the Assessment Area Four Project is feasible, that the cost estimates of the Assessment Area Four Project are reasonable and will not exceed the actual costs of creating the work product and improvements or the fair market value, and that all permits and other approvals for the Assessment Area Four Project have been obtained or are reasonably expected to be obtained in due course.

Payment to the Trustee of the net purchase price from the sale of the Series 2022 Bonds shall constitute conclusive evidence upon which the Trustee is entitled to rely that the conditions to authenticate the Series 2022 Bonds have been met to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2022 BONDS

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

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

(a) Optional Redemption. The Series 2022 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account.

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

(i) from Series 2022 Prepayment Principal (including amounts transferred from the Series 2022 Debt Service Reserve Account as a credit against the amounts of the Series 2022 Prepayment Principal due and owing) deposited into the Series 2022

Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Assessment Area Four Special Assessments on any assessable property within Assessment Area Four in accordance with the provisions of Section 4.05 of this Seventh Supplemental Indenture.

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

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

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

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

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

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

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

Year	**Mandatory Sinking Fund Redemption Amount**

_____
*Maturity

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

Year	**Mandatory Sinking Fund Redemption Amount**

_____
*Maturity

Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as

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

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

[END OF ARTICLE III]

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

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2022 Acquisition and Construction Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Seventh Supplemental Indenture, together with any moneys transferred to the Series 2022 Acquisition and Construction Account pursuant to the provisions of this Seventh Supplemental Indenture, and such moneys in the Series 2022 Acquisition and Construction Account shall be applied as set forth in Section 5.01 of the Master Indenture, this Section 4.01(a) and the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2022 Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions, except for any moneys reserved therein for the payment of any costs of the Assessment Area Four Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Assessment Area Four Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2022 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Acquisition and Construction Account and pay such moneys to the Person or Persons such requisition so directs. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2022 Costs of Issuance Account." Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this Seventh Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the amount requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022 Bonds shall be paid from excess Series 2022 Pledged Revenues on deposit in the Series 2022 Revenue Account pursuant to paragraph SEVENTH of Section 4.02 hereof. When there are no further moneys therein, the Series 2022 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2022 Revenue Account." The Assessment Area Four Special Assessments (except for Prepayments of Assessment Area Four Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Seventh Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2022 Principal Account." Moneys shall be deposited into the Series 2022 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Seventh Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two separate Accounts within the Debt Service Fund designated as the "Series 2022 Interest Account" and the Series 2022 Capitalized Interest Account. Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Seventh Supplemental Indenture and into the Series 2022 Capitalized Interest Account pursuant to Section 2.06 of this Seventh Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the "Series 2022 Sinking Fund Account." Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Seventh Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the "Series 2022 Reserve Account." Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this Seventh Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Seventh Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and prior to the Completion Date transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds to the Series 2022 Acquisition and Construction Account and after the Completion Date to the Series 2022 Revenue Account in accordance with 4.02 hereof.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Assessment Area Four

Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Assessment Area Four Special Assessments relating to the benefited property of such landowner within the District, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer to, calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2022 Reserve Account shall be transferred by the Trustee to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2022 Reserve Account as described below to the Series 2022 Acquisition and Construction Account and pay such amount deposited in the Series 2022 Acquisition and Construction Account to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" submitted to the Issuer by the Developer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Four Project that were not paid from moneys initially deposited in the Series 2022 Acquisition and Construction Account. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account shall be deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

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

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the Trustee shall calculate the applicable Reserve Requirement and apply any excess in the Series 2022 Reserve Account toward such extraordinary mandatory redemption.

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

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

(i) Moneys in the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held in such Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2022 Bonds, subject to rounding to the nearest Authorized Denomination, equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

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

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

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

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

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

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

FOURTH, no later than the Business Day next preceding the May 1, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

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

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

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

Notwithstanding that the Issuer has funded the Series 2022 Capitalized Interest Account to pay interest on the Series 2022 Bonds through at least [November 1, 2022], moneys on deposit in the Series 2022 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2022 Bonds on any subsequent Interest Payment Date if moneys remain after [November 1, 2022]. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

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

pledge created by the Indenture and all the rights of the Owners of the Series 2022 Bonds under the Indenture against all claims and demands of all persons whomsoever.

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

SECTION 4.05. Prepayments; Removal of Assessment Area Four Special Assessment Liens.

(a) At any time any owner of property subject to the Assessment Area Four Special Assessments may, at its option, or as a result of acceleration of the Assessment Area Four Special Assessments because of non-payment thereof or as a result of true-up payment, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Assessment Area Four Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Assessment Area Four Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Assessment Area Four Special Assessment owned by such owner. To the extent that such Prepayments are to be used to redeem Series 2022 Bonds, in the event the amount in the Series 2022 Reserve Account will exceed the Reserve Requirement for the Series 2022 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) of this Seventh Supplemental Indenture, the excess amount shall be transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account as a credit against the Series 2022 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions to the Trustee of the District Manager upon which the Trustee may conclusively rely, on behalf of the Issuer, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Reserve Account to equal or exceed the Reserve Requirement for the Series 2022 Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of Series 2022 Bonds, there will be sufficient Assessment Area Four Pledged Revenues to pay the principal and interest, when due, on all Series 2022 Bonds that will remain Outstanding.

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

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2022 Prepayment Principal. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the Series 2022 Bonds pursuant to Section

3.01(b)(i) hereof forty-five (45) days before each Quarterly Redemption Date and will withdraw money from the Series 2022 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer or the District Manager on behalf of the Issuer in accordance with Section 4.01(f) hereof and Section 4.05(a) hereof. No credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of $5,000, the Trustee shall withdraw moneys from the Series 2022 Revenue Account to round-up to an integral multiple of $5,000 and deposit such amount into the Series 2022 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2022 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Assessment Area Four Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Assessment Area Four Special Assessments relating to the acquisition and construction of the Assessment Area Four Project through the Uniform Method of Collection (the "Uniform Method") afforded by Chapter 197, Florida Statutes unless the Trustee is directed otherwise in writing by the Majority Holders. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Assessment Area Four Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted or have not yet been sold by the Developer, unless the Trustee, at the direction of the Majority Holders, directs the Issuer, in writing, otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Seventh Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Assessment Area Four Special Assessments, and to levy the Assessment Area Four Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2022 Bonds when due. All Assessment Area Four Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

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

SECTION 5.03. Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2022 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Bonds. Other than in connection with the issuance of refunding bonds to be secured by the Assessment Area Four Special Assessments, the Issuer covenants not to issue any Bonds or other debt obligations secured by the Assessment Area Four Special Assessments. In addition, the Issuer shall not issue any other Bonds or debt obligations secured by Special Assessments levied on the assessable lands within Assessment Area Four until the Assessment Area Four Special Assessments have been Substantially Absorbed. Once the Assessment Area Four Special Assessments have been Substantially Absorbed, the Issuer may issue Bonds or other debt obligations on assessable lands within Assessment Area Four that are subject to the Assessment Area Four Special Assessments without limit as to the principal amount. Nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations on lands within Assessment Area Four within the District that are not burdened by Assessment Area Four Special Assessments. Notwithstanding any of the foregoing, the Issuer shall not be precluded from issuing additional Bonds or other debt obligations secured by Special

Assessments or other non-ad valorem assessments on any assessable lands within Assessment Area Four in connection with capital projects that are necessary for the health, safety and welfare of its residents or to remediate a natural disaster. The Trustee may rely on a written certificate from the District Manager that the Assessment Area Four Special Assessments have been Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments levied on lands within Assessment Area Four other than the Assessment Area Four Special Assessments, at any time upon the written consent of the Majority Holders.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgement Regarding Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Assessment Area Four Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Except as provided below, anything in the Indenture to the contrary notwithstanding and provided, however, that such actions shall not affect the tax-exempt status of the Series 2022 Bonds, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Assessment Area Four Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Assessment Area Four Pledged Revenues may not be used by the Issuer (whether to pay costs of a portion of the Assessment Area Four Project or otherwise) without the consent of the Majority Holders, and (iii) the Assessment Area Four Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. Prior to any action by the Trustee under this Section 5.06 or Section 10.05 of the Master Trust Indenture, the Majority Holders shall provide the Trustee an indemnification regarding such actions so directed.

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Series 2022 Acquisition and Construction Account shall be made only with the consent of the Majority Holders except as provided below. During the continuance of a Payment Related Default, the Majority Holders shall have the right to provide direction to the Issuer to terminate, suspend, or proceed under any contracts for construction of the Assessment Area Four Project entered into prior to the occurrence of such Payment Related Default. The Majority Holders may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Holders provide such direction to the Issuer, disbursements may be made without the consent of the Majority Holders for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Holders to proceed under any such contract(s), no consent of the Majority Holders shall be required for disbursements for Costs incurred by the Issuer thereunder until the date of suspension or termination of such contract directed by the Majority Holders described in subparagraph (iii) below.

(iii) Upon direction by the Majority Holders to suspend or terminate such construction contract(s), disbursements for Cost incurred by the Issuer thereunder shall only be made (x) for disbursements for Costs incurred by the Issuer under construction contracts entered into by the Issuer prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the Issuer is entitled to suspend or terminate such construction contract at the direction of the Majority Holders, or (y) with the consent of the Majority Holders.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Holders shall be required for disbursements for Costs under contracts for the acquisition of Assessment Area Four Project improvements from the Developer or its affiliates.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

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

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

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

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

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

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

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

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

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Avalon Groves Community Development District has caused this Seventh Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and Regions Bank has caused this Seventh Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

Attest:

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

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

REGIONS BANK, as Trustee, Paying Agent and Registrar

By: _____
Name: Janet Ricardo
Title: Vice President and Trust Officer

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2022, by _____, Chairperson of the Board of Supervisors of Avalon Groves Community Development District, who acknowledged that he did sign the foregoing instrument as such officer, for and on behalf of Avalon Groves Community Development District; that the same is his free act and deed as such officer, and the free act and deed of Avalon Groves Community Development District; and that the seal affixed to said instrument is the seal of Avalon Groves Community Development District. He is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2022, by _____, Secretary of the Board of Supervisors of Avalon Groves Community Development District, who acknowledged that she did sign the foregoing instrument as such officer for and on behalf of Avalon Groves Community Development District; that the same is her free act and deed as such officer, and the free act and deed of Avalon Groves Community Development District; and that the seal affixed to said instrument is the seal of Avalon Groves Community Development District. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, 2022, by Janet Ricardo, a Vice President and Trust Officer of Regions Bank, as trustee (the "Trustee"), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A

DESCRIPTION OF ASSESSMENT AREA FOUR PROJECT

The Assessment Area Four Project includes the public infrastructure described in the Engineer's Supplemental Report – 2022 Bond Issuance prepared by Heidt Design, LLC, dated _____, 2022, as amended and supplemented from time to time.

EXHIBIT B

[FORM OF SERIES 2022 BOND]

R-1 **$_____**

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF LAKE
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022
(ASSESSMENT AREA FOUR PROJECT)

Interest Rate	Maturity Date	Date of Original Issuance	CUSIP
_____%	May 1, _____	_____, 2022	05344C

Registered Owner:----------Cede & Co.----------

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Avalon Groves Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2022 Bonds are in book-entry only form such presentation shall only be required at final maturity or final payment of the Series 2022 Bonds), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing [November 1, 2022] to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [November 1, 2022], in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is

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

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

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

This Bond is one of an authorized issue of Series 2022 Bonds of the Avalon Groves Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), and Ordinance 2017-16 enacted by the Board of County Commissioners of Lake County, Florida on April 19, 2016, effective on April 27, 2016, as amended by Ordinance No. 2021-53 enacted on December 21, 2021 and becoming effective on January 6, 2022, designated as "Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project)" (the "Bonds" or the "Series 2022 Bonds"), in the aggregate principal amount of _____ MILLION _____ THOUSAND AND 00/100 DOLLARS ($_____.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring a portion of the Assessment Area Four Project (as defined in the herein referred to Indenture). The Series 2022 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture"), as amended and supplemented by a Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 (the "Seventh Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed

counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2022 Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Assessment Area Four Special Assessments, the nature and extent of the security for the Series 2022 Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2022 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2022 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bonds.

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

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

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

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

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an

increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2022 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Master Indenture.

Year	**Mandatory Sinking Fund Redemption Amount**

*Maturity

The Series 2022 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Master Indenture.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2022 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Master Indenture.

Year	Mandatory Sinking Fund Redemption Amount

*Maturity

The Series 2022 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Master Indenture.

Year	Mandatory Sinking Fund Redemption Amount

_____

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

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

(i) from Series 2022 Prepayment Principal (including amounts transferred from the Series 2022 Debt Service Reserve Account as a credit against the amounts of the Series 2022 Prepayment Principal due and owing) deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Assessment Area Four Special Assessments on any assessable property within Assessment Area Four in accordance with the provisions of Section 4.05 of the Seventh Supplemental Indenture.

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

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

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

Notice of each redemption of the Bonds is required to be mailed by the Trustee, by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Indenture.

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

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

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Series 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Bonds as to the trust estate with respect to such Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

The Issuer shall keep books for the registration of the Series 2022 Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the Indenture, the Series 2022 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner

or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2022 Bonds.

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

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

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

AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____

REGIONS BANK, as Trustee

By: _____
Vice President and Trust Officer

STATEMENT OF VALIDATION

This Bond is one of a series of Series 2022 Bonds which were validated by judgment of the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida, rendered on the 22nd day of June, 2016.

AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

(SEAL)

Attest:

By:_____
Secretary, Board of Supervisors

ABBREVIATIONS

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

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

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

Under Uniform Transfer to Minors Act_____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

_____

(please print or typewrite name and address of assignee)

_____

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

_____

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

Signature Guarantee:

_____

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

_____

Please insert social security or other identifying number of Assignee.

_____

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

EXHIBIT C

FORMS OF REQUISITIONS

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FOUR PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Identify Acquisition Agreement, if applicable:

(C) Name of Payee pursuant to Acquisition Agreement:

(D) Total Amount Payable:

(E) Amount Payable for land acquisition Costs:

(F) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(G) Fund or Account and subaccount, if any, from which disbursement to be made:

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

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;

2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Four Project; and

4. each disbursement represents a Cost of the Assessment Area Four Project which has not previously been paid.

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

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

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

AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date:_____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area Four Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area Four Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Assessment Area Four Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the Assessment Area Four Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area Four Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the Assessment Area Four Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

_____
Consulting Engineer

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(ASSESSMENT AREA FOUR PROJECT)

(Costs of Issuance)

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Amount Payable:

(C) Purpose for which paid or incurred: Costs of Issuance

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

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

The undersigned hereby certifies that:

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

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

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

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

AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

Avalon Groves Community Development District
c/o DPFG Management and Consulting, LLC
1060 Maitland Center, Suite 340
Maitland, Florida 33751
Attention:

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

Re: $_____ Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of $_____ of the above-referenced Bonds [state maturing on May 1, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the "Issuer"). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of March 1, 2017 (the "Master Indenture") and a Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 ("Seventh Supplement" and, collectively with the Master Indenture, the "Indenture"), between the Issuer and Regions Bank, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Security") for the benefit of the Owners of the Bonds. In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

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

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

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

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

❑ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding $5 million;

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

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

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

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

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

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

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

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

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____ 1, 2022 of the Issuer and relating to the Bonds (the "Offering Document") and has reviewed the Offering Document and represents that such Offering

Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

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

Very truly yours,

[Name], [Type of Entity]

By: _____
Name: _____
Title: _____
Date: _____

Or

_____
[Name], an Individual

EXHIBIT E

MAP OF ASSESSMENT AREA FOUR

61925786v5/166843.010500

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2022 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

DRAFT-1
GrayRobinson, P.A.
February 14, 2022

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____], 2022

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

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

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
(LAKE COUNTY, FLORIDA)

$[1,870,000]*
Special Assessment Bonds, Series 2022
(Assessment Area Four Project)

Dated: Date of Delivery **Due: As set forth below.**

The Avalon Groves Community Development District Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds") are being issued by the Avalon Groves Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of $5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2016-16 enacted by the Board of County Commissioners of Lake County, Florida (the "County") on April 19, 2016 and effective on April 27, 2016, as supplemented by Ordinance No. 2021-53 enacted by the County on [January 2, 2022]. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2022 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30 day months, payable semi-annually on each May 1 and November 1, commencing [November] 1, 2022. The Series 2022 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2022 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2022 Bonds will be paid from sources described below by Regions Bank, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2022 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2022 Bond. See "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System" herein.

The Series 2022 Bonds are being issued by the District pursuant to the Act, Resolution No. 2016-21, adopted by the Board of Supervisors of the District (the "Board") on April 28, 2016 and Resolution No. 2022-[__], adopted by the Board on February [24], 2022 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture"), as supplemented by a Seventh Supplemental Trust Indenture dated as of [_____] 1, 2022 (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE" herein.

Proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring a portion of the Assessment Area Four Project (as defined herein), (ii) the funding of the Series 2022 Reserve Account (as defined herein), (iii) funding Capitalized Interest on Series 2022 Bonds through at least [November] 1, 2022, and (iv) the payment of the costs of issuance of the Series 2022 Bonds. See "PURPOSE OF THE SERIES 2022 BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2022 Bonds will be secured by a pledge of the Assessment Area Four Pledged Revenues. "Assessment Area Four Pledged Revenues" shall mean (a) all revenues received by the District from the Assessment Area Four Special Assessments (as defined herein) levied and collected on the assessable lands within the Assessment Area Four of the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessment Area Four Special Assessments or from the issuance and sale of tax certificates with respect to such Assessment Area Four Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Seventh Supplemental Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Assessment Area Four Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund established

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

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

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

The Series 2022 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2022 Bonds. The Series 2022 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2022 Bonds.

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

MATURITY SCHEDULE

$_____ ____% Series 2022 Term Bond due May 1, 20__, Yield _____%, Price _____, CUSIP # _____**
$_____ ____% Series 2022 Term Bond due May 1, 20__, Yield _____%, Price _____, CUSIP # _____**
$_____ ____% Series 2022 Term Bond due May 1, 20__, Yield _____%, Price _____, CUSIP # _____**

The initial sale of the Series 2022 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel, as to the validity of the Series 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, KE Law Group, PLLC, Tallahassee, Florida, for the Developer (as hereinafter defined) by its counsel, [_____, _____], Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2022 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2022.

Dated: _____, 2022.

FMSbonds, Inc.

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

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

[James Harvey, Chairman*
Candice Smith, Vice Chairman*
Bradley Walker, Assistant Secretary*
Jon Seifel, Assistant Secretary*
Greg Meath, Assistant Secretary*]

* Employee of, or affiliated with, the Master Developer

DISTRICT MANAGER/METHODOLOGY CONSULTANT

DPFG Management & Consulting, LLC
Lake Mary, Florida

DISTRICT COUNSEL

KE Law Group, PLLC
Tallahassee, Florida

BOND COUNSEL

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

DISTRICT ENGINEER

Heidt Design
Tampa, Florida

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

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

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

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENT AREA FOUR SPECIAL ASSESSMENTS (AS

HEREINAFTER DEFINED), AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

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

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

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

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AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
(LAKE COUNTY, FLORIDA)

$[1,870,000]*
Special Assessment Bonds, Series 2022
(Assessment Area Four Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Avalon Groves Community Development District (the "District" or "Issuer") of its $[1,870,000]* Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Series 2022 Bonds").

THE SERIES 2022 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERINGS OF THE SERIES 2022 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2022 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2022 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 2016-16 adopted by the Board of County Commissioners of Lake County, Florida (the "County") on April 19, 2016 and effective on April 27, 2016, as supplemented by Ordinance No. 2021-53 enacted by the County on [January 2], 2022 and effective on January 6, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The boundaries of the District include approximately [971.2 plus AA4] gross acres of land (the "District Lands"). The District is generally located east of U.S. 27 in the eastern portion of the County and is being developed as an amenitized, master-planned community known as "Serenoa" (the "Development"). The Development is being developed in multiple phases and is currently planned for a total of approximately 1,447 units, various recreational facilities and an amenity site. See "THE DEVELOPMENT" herein. The District contains four separate assessment areas. The District previously issued its Series 2017 Bonds (as hereinafter defined) to fund master infrastructure associated with Assessment Area One and master and parcel infrastructure associated with Assessment Area Two. The District subsequently issued its Series 2019 Bonds (as hereinafter defined) to fund additional portions of the public infrastructure improvements associated with Assessment Area One. The District subsequently issued its Assessment Area

* Preliminary, subject to change.

Three Project Bonds (as hereinafter defined) in February 2021 to fund infrastructure associated with Assessment Area Three and its Phases 3 and 4 Sub-Assessment Area One Bonds (as hereinafter defined) in June 2021 to fund infrastructure associated with Phases 3 and 4 in Assessment Area One. The District is issuing its Series 2022 Bonds to fund development costs associated with Assessment Area Four.

"Assessment Area Four" contains approximately [___] gross acres of land planned for 92 fifty-foot lots. The development of Assessment Area Four will be financed in part with the proceeds of the Series 2022 Bonds, as more particularly described herein. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "THE DEVELOPMENT" herein for more information. D.R. Horton, Inc., a Delaware corporation (the "Developer") is the [sole] landowner, developer and builder for the lands in Assessment Area Four. See "THE DEVELOPER " herein for more information regarding the Developer and the Builder.

The Series 2022 Bonds are being issued by the District pursuant to the Act, Resolution No. 2016-21, adopted by the Board of Supervisors of the District (the "Board") on April 28, 2016 and Resolution No. and 2022-[__], adopted by the Board on February [__], 2022 (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture"), as supplemented by a Seventh Supplemental Trust Indenture dated as of [_____] 1, 2022 (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and Regions Bank, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF THE SEVENTH SUPPLEMENTAL INDENTURE" herein.

The Series 2022 Bonds will be secured by a pledge of the Assessment Area Four Pledged Revenues (as defined herein), which consist primarily of the revenues received by the District from the Assessment Area Four Special Assessments (as defined herein) levied and collected on the assessable lands within Assessment Area Four of the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, the Developer, the Development, Assessment Area Four, the Assessment Area Four Project (as defined herein) and summaries of the terms of the Series 2022 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2022 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Seventh Supplemental Indenture appear in APPENDIX A attached hereto.

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

PURPOSE OF THE SERIES 2022 BONDS

Proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring a portion of the Assessment Area Four Project, (ii) the funding of the Series 2022 Reserve Account (as defined herein), (iii) funding Capitalized Interest on Series 2022 Bonds through at least [November] 1, 2022, and (iv) the payment of the costs of issuance of the Series 2022 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

DESCRIPTION OF THE SERIES 2022 BONDS

General Description

The Series 2022 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of $5,000 and any integral multiple thereof except as otherwise provided in the Indenture. The Series 2022 Bonds will mature, subject to the redemption provisions set forth herein, on the dates and in the amounts set forth on the cover page hereof.

The Series 2022 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. "Interest Payment Date" means May 1 and November 1 of each year, commencing [November] 1, 2022, any Quarterly Redemption Date (defined in the Indenture as February 1, May 1, August 1 and November 1 of any year), and any other date the principal of the Series 2022 Bonds is paid. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [November] 1, 2022, in which case from the date of initial delivery of the Series 2022 Bonds or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360-day year consisting of twelve 30-day months.

Upon initial issuance, the ownership of the Series 2022 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2022 Bonds will be made in book-entry only form. As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes under the Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds ("Beneficial Owners"). Principal of and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the District. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants. During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner of such Series 2022 Bonds will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants, and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time, Bonds of the Series 2022 Bonds may be exchanged for an equal aggregate principal amount of the Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System" below.

The Series 2022 Bonds will initially be sold only to "accredited investors" within the meaning under Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial

Services promulgated thereunder, although there is no limitation on resales of the Series 2022 Bonds. See "SUITABILITY FOR INVESTMENT" below.

Regions Bank is initially serving as the Trustee, Registrar and Paying Agent for the Series 2022 Bonds.

Redemption Provisions

Optional Redemption

The Series 2022 Bonds may, at the option of the District, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20__ (less than all Series 2022 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account.

Mandatory Sinking Fund Redemption

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

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

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

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

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

Year	Mandatory Sinking Fund Redemption Amount
*	

*Maturity

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

Extraordinary Mandatory Redemption

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

(i) from Series 2022 Prepayment Principal (including amounts transferred from the Series 2022 Debt Service Reserve Account as a credit against the amounts of the Series 2022 Prepayment Principal due and owing) deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of the Assessment Area Four Special Assessments on any assessable property within the Assessment Area Four in accordance with the provisions of the Seventh Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds, Accounts and subaccounts (other than the Series 2022 Rebate Fund and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued

interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

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

Notice of Redemption and of Purchase

When required to redeem or purchase Series 2022 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed by first-class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2022 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2022 Bonds for which notice was duly mailed in accordance with the Master Indenture.

If at the time of mailing of notice of redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Series 2022 Bonds called for redemption or purchase, such notice shall state that it is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited. If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Series 2022 Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of the Series 2022 Bonds for which funds are sufficient, selecting the Series 2022 Bonds to be redeemed randomly from among all Series 2022 Bonds called for redemption on such date, and among different maturities of Series 2022 Bonds in the same manner as the initial selection of Series 2022 Bonds to be redeemed, and from and after such redemption date, interest on such Series 2022 Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Series 2022 Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Series 2022 Bonds not been called for redemption. The Trustee is authorized under the Indenture to provide conditional notices of redemption.

Purchase of Series 2022 Bonds

At the written direction of the District, the Trustee shall apply moneys from time to time available in the Series 2022 Sinking Fund Account to the purchase Bonds of the Series 2022 Bonds in accordance with the Indenture, at prices not higher than the principal amount thereof, in lieu of redemption, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given.

Book-Entry Only System

The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the

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

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

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain

steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions*, and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates will be printed and delivered to DTC.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS

General

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE ASSESSMENT AREA FOUR PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA (THE

* Not applicable to the Series 2022 Bonds.

"STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE ASSESSMENT AREA FOUR SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

"Assessment Area Four Special Assessments" shall mean the Special Assessments levied on the assessable lands within Assessment Area Four within the District as a result of the District's acquisition and/or construction of the Assessment Area Four Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the Assessment Methodology (as defined below).

The Assessment Area Four Special Assessments are non-ad valorem special assessments imposed and levied by the District pursuant to Section 190.022 of the Act and the Assessment Resolutions (as defined in the Indenture) and assessment proceedings conducted by the District (together with the Assessment Resolutions, the "Assessment Proceedings"). Non-ad valorem assessments are not based on millage and are not taxes, but are a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. The Assessment Area Four Special Assessments will constitute separate liens against the land as to which the Assessment Area Four Special Assessments are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The Assessment Methodology, which describes the methodology for allocating the Assessment Area Four Special Assessments to the Assessment Area Four within the District, is included as APPENDIX D attached hereto.

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

second Special Assessment shall be annulled, the District shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

Prepayment of Assessment Area Four Special Assessments

Pursuant to the Assessment Proceedings, an owner of property subject to the Assessment Area Four Special Assessments may pay the entire principal balance of such Special Assessment on lands it owns, in whole at any time or in part up to two times, if there is also paid an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Series 2022 Bonds which is at least 45 days after the date of the payment.

Pursuant to the Act, an owner of property subject to the levy of Assessment Area Four Special Assessments may pay the entire balance of the Assessment Area Four Special Assessments remaining due, without interest, within 30 days after the Assessment Area Four Project has been completed or acquired by the District, and the Board has adopted a resolution accepting the Assessment Area Four Project pursuant to Chapter 170.09, Florida Statutes. The Developer will covenant to waive this right on behalf of itself and its successors and assigns for the land that it owns in Assessment Area Four in connection with the issuance of the Series 2022 Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2022 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE SERIES 2022 BONDS - Redemption Provisions - Extraordinary Mandatory Redemption" from optional or required prepayments of the Assessment Area Four Special Assessments by property owners.

Covenant Against Sale or Encumbrance

In the Indenture, the District covenants that (a) except for those improvements comprising the Assessment Area Four Project that is to be conveyed by the District to the County, the State Department of Transportation or another governmental entity and (b) except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber the Assessment Area Four Project or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE" attached hereto for more information.

Additional Bonds

Other than in connection with the issuance of refunding bonds to be secured by the Assessment Area Four Special Assessments, the District will covenant in the Seventh Supplemental Indenture not to issue any Bonds or other debt obligations secured by the Assessment Area Four Special Assessments. In addition, the District will covenant not to issue any other Bonds or other debt obligations secured by Special Assessments levied on the assessable lands within Assessment Area Four until the Assessment Area Four Special Assessments have been Substantially Absorbed. "Substantially Absorbed" means the date at least seventy-five percent (75%) of the principal portion of the Assessment Area Four Special Assessments have been assigned to residential units within Assessment Area Four that have received certificates of occupancy. The Trustee may rely on a written certificate from the District Manager that the Assessment Area Four Special Assessments have been Substantially Absorbed.

Nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations on lands within Assessment Area Four within the District that are not burdened by Assessment Area Four Special Assessments. Nothing herein shall prohibit the District from issuing additional Bonds or other debt obligations secured by Special Assessments or other non-ad valorem assessments on any assessable lands that are subject to the Assessment Area Four Special Assessments in connection with capital projects that are necessary for the health, safety and welfare of its residents or to remediate a natural disaster.

Notwithstanding any provision in the Indenture to the contrary, the District may issue other Bonds or debt obligations secured by Special Assessments levied on lands that are subject to the Assessment Area Four Special Assessments other than the Assessment Area Four Special Assessments, at any time upon the written consent of the Majority Holders (as such term is defined in the Indenture).

[Are any additional lands anticipated to be brought into district? The District anticipates issuing additional bonds in the future that will be secured by Special Assessments on lands not subject to the Assessment Area Four Special Assessments.] The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Assessment Area Four Special Assessments without the consent of the Owners of the Series 2022 Bonds. The District expects to continue to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Assessment Area Four Special Assessments, on the same lands upon which the Assessment Area Four Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Series 2022 Acquisition and Construction Account

The Seventh Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated therein as the "Series 2022 Acquisition and Construction Account" (referred to herein as the "Series 2022 Acquisition and Construction Account"). Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition and Construction Account in the amount set forth in the Seventh Supplemental Indenture, together with any moneys transferred to the Series 2022 Acquisition and Construction Account and such moneys in the Series 2022 Acquisition and Construction Account shall be applied as set forth in the Indenture.

Subject to the provisions of the Seventh Supplemental Indenture, any moneys remaining in the Series 2022 Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions, except for any moneys reserved therein for the payment of any costs of the Assessment Area Four Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Assessment Area Four Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached to the Seventh Supplemental Indenture, the Trustee shall withdraw moneys from the Series 2022 Acquisition and Construction Account and make such payments as directed by such requisition.

In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 Bonds are payable solely from the Assessment Area Four Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Except as provided below, anything in the Indenture to the contrary notwithstanding, the District will acknowledge that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Assessment Area Four Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Assessment Area Four Pledged Revenues may not be used by the District (whether to pay costs of the Assessment Area Four Project or otherwise) without the consent of the Majority Holders, and (iii) the Assessment Area Four Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

During the continuance of an Event of Default specified in Subsections 10.02(a) or 10.02(b) of the Master Indenture (a "Payment Related Default"), disbursements from the Series 2022 Acquisition and Construction Account shall be made only with the consent of the Majority Holders except as provided below. During the continuance of a Payment Related Default, the Majority Holders shall have the right to provide direction to the District to terminate, suspend, or proceed under any contracts for construction of the Assessment Area Four Project entered into prior to the occurrence of such Payment Related Default. The Majority Holders may provide such direction at any time during the continuance of such Payment Related Default and shall not be deemed to have waived their right to do so through inaction or delay and may change such direction from time to time.

(i) Until such time as the Majority Holders provide such direction to the District, disbursements may be made without the consent of the Majority Holders for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default.

(ii) Upon direction by the Majority Holders to proceed under any such contract(s), no consent of the Majority Holders shall be required for disbursements for Costs incurred by the District thereunder until the date of suspension or termination of such contract directed by the Majority Holders described in subparagraph (iii) below.

(iii) Upon direction by the Majority Holders to suspend or terminate such construction contract(s), disbursements for Cost incurred by the District thereunder shall only be made (x) for disbursements for Costs incurred by the District under construction contracts entered into by the District prior to the occurrence of such Payment Related Default and which Costs relate to work performed before the earliest date on which the District is entitled to suspend or terminate such construction contract at the direction of the Majority Holders, or (y) with the consent of the Majority Holders.

Notwithstanding anything to the contrary contained herein, during the continuance of a Payment Related Default, the consent of the Majority Holders shall be required for disbursements for Costs under contracts for the acquisition of Assessment Area Four Project improvements from the Developer or its affiliates.

See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE" attached hereto for more information.

Series 2022 Reserve Account

The Seventh Supplemental Indenture establishes a "Series 2022 Reserve Account" within the Debt Service Reserve Fund for the Series 2022 Bonds (referred to herein as the "Series 2022 Reserve Account"). The Series 2022 Reserve Account will, at the time of delivery of the Series 2022 Bonds, be funded from a portion of the proceeds of the Series 2022 Bonds in the amount of the Series 2022 Reserve Requirement. The "Series 2022 Reserve Requirement" shall mean an amount initially equal to twenty-five percent (25%) of the maximum annual debt service with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions (as defined herein), the Series 2022 Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2022 Bonds. If a portion of the Series 2022 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii) of the Seventh Supplemental Indenture, the Reserve Requirement shall be reduced to twenty-five percent (25%) (prior to satisfaction of Release Conditions) or ten percent (10%) (after satisfaction of Release Conditions) of the maximum annual debt service of the Series 2022 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2022 Reserve Account may, upon final maturity or

redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. The initial Series 2022 Reserve Requirement shall be equal to $_____.

"Release Conditions" shall mean all of the principal portion of the Assessment Area Four Special Assessments has been assigned to residential units that have been constructed and have been sold and closed with homebuyers; and no Event of Default under the Master Indenture has occurred, all as evidenced pursuant to the terms of the Seventh Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and prior to the Completion Date transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds to the Series 2022 Acquisition and Construction Account and after the Completion Date to the Series 2022 Revenue Account in accordance with the Seventh Supplemental Indenture.

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

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

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

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

Application of the Assessment Area Four Pledged Revenues

The Seventh Supplemental Indenture establishes a "Series 2022 Revenue Account" within the Revenue Fund for the Series 2022 Bonds (referred to herein as the "Series 2022 Revenue Account. Pursuant to the Seventh Supplemental Indenture, the Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

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

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

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

FOURTH, no later than the Business Day next preceding the May 1, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

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

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

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

Notwithstanding that the District has funded the Series 2022 Capitalized Interest Account to pay interest on the Series 2022 Bonds through at least [November 1, 2022], moneys on deposit in the Series 2022 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2022 Bonds on any subsequent Interest Payment Date if moneys remain after [November 1, 2022]. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Accounts within the Bond Redemption Fund only in Government Obligations and certain types of securities described in the definition of Investment Securities. The Trustee shall, as directed by the District in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Indenture. All securities securing investments under the Master Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than $50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the provisions of the Indenture, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided in the Indenture.

Absent specific instructions or absent standing instructions from the District for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or failure to achieve the highest return, or entitled to any gain, resulting from any investment or sale upon the investment instructions of the District or otherwise. The Trustee may make any investments permitted by the provisions of the Master Indenture through its own bond department or investment department.

The Trustee shall value the assets in each of the Funds and Accounts established under the Indenture forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established under the Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE" attached hereto for more information.

Master Indenture Provisions Relating to Bankruptcy of Developer or Other Obligated Person

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

The District acknowledges and agrees that, although the Bonds will be issued by the District, the Beneficial Owners of such Bonds are categorically the party with a financial stake in the repayment of the Bonds and, consequently, the party with a vested interest in a Proceeding. In the event of any Proceeding involving any Landowner (a) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Special Assessments, the Bonds or any rights of the Trustee or the Bondholders under the Master Indenture or the Supplemental Indenture that is inconsistent with any direction from the Trustee, (b) the Trustee shall have the right, but is not obligated to, vote in any such Proceeding any and all claims of the District, and, if the Trustee chooses to exercise such right, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Landowner, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (c) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of any lands submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim with respect to the Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments, (ii) to deliver to the 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. Notwithstanding the provisions above, the above provisions shall not preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, or claims for moneys or performance under a contact, and the District shall be free to pursue such 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 Special Assessments relating to the Bonds Outstanding whether such claim is pursed by the District or the Trustee. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein for more information.

Events of Default and Remedies

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

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

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

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

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

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2022 Bond issued pursuant to the Indenture, and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holders of the Outstanding Series 2022 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Series 2022 Reserve Account is less than the Series 2022 Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2022 Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

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

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

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

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

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

(b) bring suit upon the Series 2022 Bonds;

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

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

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

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

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

No Bondholder shall have any right to pursue any remedy under the Indenture unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holders of the Series 2022 Bonds shall have requested the Trustee, in writing, to exercise the powers granted in such Indenture or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time.

Subject to the provisions of the Indenture regarding Payment Related Default and provided, however, that such actions shall not affect the tax-exempt status of the Series 2022 Bonds, the District will acknowledge that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Assessment Area Four Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Assessment Area Four Pledged Revenues may not be used by the District (whether to pay costs of a portion of the Assessment Area Four Project or otherwise) without the consent of the Majority

Holders, and (iii) the Assessment Area Four Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. See also "Series 2022 Acquisition and Construction Account" for certain additional provisions related to Payment Related Defaults.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

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

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

For the Assessment Area Four Special Assessments to be valid, the Assessment Area Four Special Assessments must meet two requirements: (1) the benefit from the Assessment Area Four Project to the lands subject to the Assessment Area Four Special Assessments must exceed or equal the amount of the Assessment Area Four Special Assessments, and (2) the Assessment Area Four Special Assessments must be fairly and reasonably allocated across all such benefitted properties.

Pursuant to the Act, and the Assessment Proceedings, the District may collect the Assessment Area Four Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, and for unplatted lands, or platted lands owned by the Developer, the District will directly issue annual bills to landowners requiring payment of the Assessment Area Four Special Assessments, and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "APPENDIX D: ASSESSMENT METHODOLOGY." As lands are platted and sold, the Assessment Area Four Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes. See also "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE" attached hereto for more information on the use of the Uniform Method.

Direct Billing and Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Assessment Area Four Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any

part of the annual installment of principal and/or interest of a special assessment due, including the Assessment Area Four Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Assessment Area Four Special Assessments and the ability to foreclose the lien of such Assessment Area Four Special Assessments upon the failure to pay such Assessment Area Four Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Assessment Area Four Special Assessments. See "BONDHOLDER'S RISKS."

Uniform Method Procedure

Subject to certain conditions, and for platted and sold lands, the District may alternatively elect to collect the Assessment Area Four Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Assessment Area Four Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Assessment Area Four Special Assessments will be collected together with 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 Assessment Area Four Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Assessment Area Four Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Assessment Area Four Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Assessment Area Four Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2022 Bonds.

Under the Uniform Method, if the Assessment Area Four Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal

to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2022 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Assessment Area Four Special Assessments, (2) that future landowners and taxpayers in the District will pay such Assessment Area Four Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Assessment Area Four Special Assessments and all other liens that are coequal therewith.

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

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

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

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the

time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at $5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

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

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

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates 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 Assessment Area Four Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within Assessment Area Four

may affect the demand for certificates and the successful collection of the Assessment Area Four Special Assessments, which are the primary source of payment of the Series 2022 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described under other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2022 Bonds offered hereby and are set forth below. Prospective investors in the Series 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2022 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2022 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2022 Bonds.

Concentration of Land Ownership

As of the date of delivery of the Series 2022 Bonds, the Developer owns [all] of the assessable lands within the Assessment Area, which are the lands that will be subject to the Assessment Area Four Special Assessments securing the Series 2022 Bonds. Payment of the Assessment Area Four Special Assessments is primarily dependent upon their timely payment by the Developer and the other [future] landowners in the Assessment Area. Non-payment of the Assessment Area Four Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2022 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2022 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay the Assessment Area Four Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Assessment Area Four Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Assessment Area Four Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2022 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2022 Bonds, including, without limitation, enforcement of the obligation to pay Assessment Area Four Special Assessments and the ability of the District to foreclose the lien of the Assessment Area Four Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2022 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The [Master Indenture] provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an [insolvent "Landowner"] (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner." The District cannot express any view whether such delegation would be enforceable.

Assessment Area Four Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2022 Bonds is the timely collection of the Assessment Area Four Special Assessments. The Assessment Area Four Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or subsequent landowners will be able to pay the Assessment Area Four Special Assessments or that they will pay such Assessment Area Four Special Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowners have any personal obligation to pay the Assessment Area Four Special Assessments. Neither the Developer nor any subsequent landowners are guarantors of payment of any Assessment Area Four Special Assessments, and the recourse for the failure of the Developer or any subsequent landowner to pay the Assessment Area Four Special Assessments is limited to the collection proceedings against the land subject to such unpaid Assessment Area Four Special Assessments, as described herein. Therefore the likelihood of collection of the Assessment Area Four Special Assessments may ultimately depend on the market value of the land subject to the Assessment Area Four Special Assessments. While the ability of the Developer or subsequent landowners to pay the Assessment Area Four Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Assessment Area Four Special Assessments, which may also be affected by the value of the land subject to the Assessment Area Four Special Assessments, is also an important factor in the collection of Assessment Area Four Special Assessments. The failure of the Developer or subsequent landowners to pay the Assessment Area Four Special Assessments could render the District unable to collect delinquent Assessment Area Four Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2022 Bonds.

Regulatory and Environmental Risks

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

The value of the land within the District, the success of the Development, the development of the Assessment Area and the likelihood of timely payment of principal and interest on the Series 2022 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2022 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the Assessment Area.

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

Economic Conditions and Changes in Development Plans

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

Other Taxes and Assessments

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

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Assessment Area Four Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Assessment Area Four Special Assessment, even though the landowner is not contesting the amount of the Assessment Area Four Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2022 Bonds

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

Inadequacy of Series 2022 Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Assessment Area Four Special Assessments, may not adversely affect the timely payment of debt service on the Series 2022 Bonds because of the Series 2022 Reserve Account. The ability of the Series 2022 Reserve Account to fund deficiencies caused by delinquencies in the Assessment Area Four Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2022 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Reserve Account to make up deficiencies. If the District has difficulty in collecting the Assessment Area Four Special Assessments, the Series 2022 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2022 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2022 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2022 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Assessment Area Four Special Assessments in order to provide for the replenishment of the Series 2022 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Series 2022 Reserve Account" herein for more information about the Series 2022 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Assessment Area Four Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although

the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2022 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of proceeds from the Series 2022 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

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

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant

legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. [Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors.] The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2022 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2022 Bonds are advised that, if the IRS does audit the Series 2022 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2022 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2022 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds would adversely affect the availability of any secondary market for the Series 2022 Bonds. Should interest on the Series 2022 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2022 Bonds be required to pay income taxes on the interest received on such Series 2022 Bonds and related penalties, but because the interest rate on such Series 2022 Bonds will not be adequate to compensate Owners of the Series 2022 Bonds for the income taxes due on such interest, the value of the Series 2022 Bonds may decline.

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

Loss of Exemption from Securities Registration

Since the Series 2022 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for political

subdivisions, if the District is ever deemed by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of Series 2022 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2022 Bonds would need to ensure that subsequent transfers of the Series 2022 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2022 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2022 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS."

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2022 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the … assessments… and to fulfill the terms of any agreement made with the holders of such bonds … and that it will not impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Four Project or the Construction of Homes within the Assessment Area

The cost to finish the Assessment Area Four Project [may/will] exceed the net proceeds from the Series 2022 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Four Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Assessment Area Four Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See

"SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Additional Bonds" for more information.

Although the Developer will agree to fund or cause to be funded the completion of the Assessment Area Four Project regardless of the insufficiency of proceeds from the Series 2022 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation. Further, even if development of the Assessment Area is completed, there are no assurances that homes will be constructed and sold within the Assessment Area. See "THE DEVELOPER" herein for more information.

COVID-19 and Related Matters

In addition to the general economic conditions discussed above, the timely and successful completion of the Development and the construction and sale to end users of residential units may be adversely impacted by the continued spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. The United States, the State and the County have all previously imposed certain health and public safety restrictions in response to COVID-19 in the past. The District cannot predict whether new actions may be taken by government authorities in the future to contain or otherwise address the impact of the COVID-19 or similar outbreak.

To date, the outbreak has resulted in severe impacts on global financial markets, unemployment levels and commerce generally. The Developer may experience delays in obtaining certain development approvals as a result of the implementation of certain government actions and/or restrictions. The District and the Developer cannot predict the duration of the current COVID-19 outbreak, and the ultimate impact the COVID-19 outbreak may have on the Development is unknown. It is possible that construction delays, delays in the receipt of permits or other government approvals, supply chain delays, increased costs, delays in sales to end users or other delays could occur, or continue to occur, as applicable, as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the Development. See also "BONDOWNERS' RISKS – Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Four Project or the Construction of Homes within the Assessment Area herein.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2022 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2022 Bonds are subject to extraordinary mandatory redemption as a result of prepayments of the Assessment Area Four Special Assessments by the Developer or subsequent owners of the property within the Assessment Area. Any such redemptions of the Series 2022 Bonds would be at the principal amount of such Series 2022 Bonds being redeemed plus accrued interest to the date of redemption. In such event,

owners of the Series 2022 Bonds may not realize their anticipated rate of return on the Series 2022 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they paid for the Series 2022 Bonds. See "DESCRIPTION OF THE SERIES 2022 BONDS – Redemption Provisions," "– Purchase of Series 2022 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Prepayment of Assessment Area Four Special Assessments" herein for more information.

Payment of Assessment Area Four Special Assessments after Bank Foreclosure

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

[Remainder of page intentionally left blank.]

ESTIMATED SOURCES AND USES OF FUNDS

Source of Funds	Series 2022 Bonds
Par Amount	
[Original Issue Premium/Discount]	
Total Sources	
Use of Funds	
Deposits to Series 2022 Acquisition and Construction Account	
Deposits to Series 2022 Capitalized Interest Account[(1)]	
Deposits to Series 2022 Reserve Account	
Costs of Issuance, including Underwriter's Discount[(2)]	
Total Uses	

(1) Interest is capitalized through at least [November] 1, 2022.

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

[Remainder of page intentionally left blank.]

DEBT SERVICE REQUIREMENTS

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

Year Ended November 1	Series 2022 Bonds Principal	Series 2022 Bonds Interest	Total
*			
TOTAL			

* The Series 2022 Bonds mature on May 1, 20__.

[Remainder of page intentionally left blank.]

THE DISTRICT

General Information

The District was established by Ordinance No. 2016-16, enacted by the Board of County Commissioners of Lake County, Florida (the "County") on April 19, 2016 and effective on April 27, 2016, as supplemented by Ordinance No. 2021-53 enacted by the County on [January 2], 2022, under the provisions of the Act. The boundaries of the District include approximately [971.2 plus AA4] gross acres of land (the "District Lands"). The District Lands are generally located east of U.S. 27 in the eastern portion of the County and are being developed as an amenitized, master-planned community that will be known as "Serenoa" (the "Development"). The Development is being developed in at least four phases and is currently planned for a total of approximately 1,447 units, various recreational facilities and an amenity site. See "THE DEVELOPMENT" herein.

Legal Powers and Authority

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

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

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

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2022 Bonds.

Board of Supervisors

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

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

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

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

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

Name	Title	Term Expires
James Harvey*	Chairman	November 2024
Candice Smith*	Vice Chairman	November 2022
Brad Walker*	Assistant Secretary	November 2022
Jon Seifel*	Assistant Secretary	November 2022
Greg Meath*	Assistant Secretary	November 2024

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

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

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

The District has retained DPFG Management & Consulting, LLC, Lake Mary, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 250 International Pkwy, Ste. # 208, Lake Mary, Florida 32746.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., West Palm Beach, Florida, as Bond Counsel; Heidt Design, Tampa, Florida, as District Engineer; and KE Law Group, PLLC, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2022 Bonds.

Outstanding Indebtedness

The District previously issued its $2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project) (the "Series 2017 Assessment Area One Bonds"), its $7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) (the "Series 2017 Assessment Area Two A-1 Bonds"), and its $4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project) (the "Series 2017 Assessment Area Two A-2 Bonds" and, together with the Series 2017 Assessment Area One Bonds and the Series 2017 Assessment Area A-1 Bonds, the "Series 2017 Bonds") on April 6, 2017. As of the date hereof, the Series 2017 Assessment Area One Bonds and the Series 2017 Assessment Area Two A-1 Bonds are currently outstanding in the aggregate principal amounts of $[_____] and $[_____], respectively. The Series 2017 Assessment Area Two A-2 Bonds were paid off November 1, 2019. The Series 2017 Assessment Area One Bonds and the Series 2017 Assessment Area Two A-1 Bonds are each secured by special assessments on lands separate and distinct from the lands upon which the Assessment Area Four Special Assessments are levied that secure the Series 2022 Bonds.

The District also previously issued its $3,500,000 Special Assessment Bonds, Series 2019 (Phases 1 and 2 Sub-Assessment Area One Project) (the "Series 2019 Bonds") on July 30, 2019. As of the date hereof, the Series 2019 Bonds are currently outstanding in the aggregate principal amount of $[_____]. The Series 2019 Bonds are secured by special assessments on lands separate and distinct from the lands upon which the Assessment Area Four Special Assessments are levied that secure the Series 2022 Bonds.

The District also previously issued its $6,075,000 Special Assessment Bonds, Series 2021 (Assessment Area Three Project) (the "Assessment Area Three Project Bonds") on February 26, 2021. As of the date hereof, the Assessment Area Three Project Bonds are currently outstanding [in full]. The Assessment Area Three Project Bonds are secured by special assessments on lands separate and distinct from the lands upon which the Assessment Area Four Special Assessments are levied that secure the Series 2022 Bonds.

The District also previously issued its $3,490,000 Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project) (the "Phases 3 and 4 Sub-Assessment Area One Bonds") on June 30, 2021. As of the date hereof, the Phases 3 and 4 Sub-Assessment Area One Bonds are currently outstanding [in full]. The Phases 3 and 4 Sub-Assessment Area One Bonds are secured by special

assessments on lands separate and distinct from the lands upon which the Assessment Area Four Special Assessments are levied that secure the Series 2022 Bonds.

THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA FOUR PROJECT

In the "Avalon Groves Community Development District Preliminary Engineer's Report" dated October 11, 2016 (the "Master Engineer's Report"), as supplemented by the "Avalon Groves Community Development District Engineer's Supplement Report – 2022 Bond Issuance," dated [January 27], 2022 (the "Supplemental Engineer's Report" and together with the Master Engineer's Report, the "Engineer's Report"), the District Engineer sets forth certain public infrastructure improvements to be constructed in the District, including certain utilities, drainage and transportation improvements, as well as funding for planning and engineering studies (collectively, the "CIP"). The Master Engineer's Report originally estimated the overall cost of the CIP for the entire development to be [$45,663,392]. The Supplemental Engineer's Report is attached as APPENDIX C.

Four Assessment Areas have been created in order to facilitate the District's development and financing plans. Assessment Area One is planned for 577 lots, Assessment Area Two is planned for 479 lots, Assessment Area Three is planned for 296 lots and Assessment Area Four is planned for 92 lots.

The District previously issued its Series 2017 Bonds in three series in the aggregate par amount of $14,030,000 to fund portions of the Assessment Area One and Assessment Area Two Projects. The Series 2017 Assessment Area One Bonds provided approximately $1,998,905 in funds for the Assessment Area One Project. The remaining Series 2017 Bonds provided funds for the development of Assessment Area Two. The District subsequently issued its Series 2019 Bonds in the original principal amount of $3,500,000 in order to finance certain parcel infrastructure improvements associated with the 301 lots planned for Phases 1 and 2 of Assessment Area One. The District issued its Assessment Area Three Project Bonds in February 2021 in the original principal amount of $6,075,000 in order to finance certain portions of the Assessment Area Three Project. The District issued its Phases 3 and 4 Sub-Assessment Area One Bonds in June 2021 in order to finance certain parcel infrastructure improvements associated with the remaining 276 lots planned within Assessment Area One. See "THE DEVELOPMENT – Update on Prior Phases" for more information

A portion of the net proceeds of the Series 2022 Bonds will finance a portion of the public parcel infrastructure for Assessment Area Four, which consists of approximately [___] acres of land planned for 92 single-family residential lots (collectively, the "Assessment Area Four Project"). The Assessment Area Four Project does not include roads or utilities [which are private improvements and are being funded by the Developer]. See "THE DEVELOPMENT – Development Finance Plan" for more information. The Supplemental Engineer's Report sets forth the work associated with the Assessment Area Four Project as follows:

Item	Estimated Cost
[Land Acquisition*	
Stormwater Management	
Undergrounding of Conduit	
Professional Services	
Contingency (20%)]	
Total	

[* The District will pay the lesser of the Developer's cost basis in the land ($_____ per acre) or the appraised value of the land ($_____ per acre), as established by the Appraisal of Real Property, dated _____ and prepared by _____.]

The net proceeds of the Series 2022 Bonds available to fund the Assessment Area Four Project will be approximately $1.52 million* and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the Assessment Area Four Project. The Developer will enter into a completion agreement at the closing of the Series 2022 Bonds agreeing to either fund or complete the Assessment Area Four Project to the extent the Series 2022 Bond proceeds are insufficient. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Four Project or the Construction of Homes within Assessment Area Four."

Land development associated with Assessment Area Four [commenced] in _____ 20__ and is expected to be completed by _____ 20__. As of the date hereof, approximately $_____ has been spent toward land development associated with Assessment Area Four.

The District Engineer has indicated that all permits necessary to construct the improvements described in the Supplemental Engineer's Report for the Assessment Area Four Project have been obtained or are expected to be obtained in the ordinary course of development. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Zoning, Development Approvals and Permits" for a more detailed description of the entitlement and permitting status of Assessment Area Four.

[Remainder of page intentionally left blank.]

* Preliminary, subject to change.

Maps of the District and Assessment Area Four are set forth below:

[Insert map]

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

The Master Assessment Methodology Report dated October 27, 2016 (the "Master Methodology"), as supplemented by the Preliminary Fourth Supplemental Special Assessment Methodology Report dated [_____, 2022] (the "Supplemental Methodology" and together with the Master Methodology, the "Assessment Methodology"), which allocates the Assessment Area Four Special Assessments to certain lands in the District, has been prepared by DPFG Management and Consulting, LLC, Lake Mary, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2022 Bonds are determined, the Supplemental Methodology will be revised to reflect such final terms. Once levied and imposed, the Assessment Area Four Special Assessments will be first liens on those certain lands within Assessment Area Four of the District against which they are assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

[Below to be updated upon receipt of Supplemental Methodology]

The Series 2022 Bonds are payable from and secured by a pledge of the Assessment Area Four Pledged Revenues, which consist primarily of the Assessment Area Four Special Assessments. [The Assessment Area Four Special Assessments are initially being levied on the approximately ___ acres in Assessment Area Four that are planned for 92 lots. As the properties are developed and platted, the Assessment Area Four Special Assessments will be assigned to the platted properties in accordance with the Assessment Methodology.] Upon platting of all of the planned lots in Assessment Area Four, the proposed annual Assessment Area Four Special Assessments to be levied and allocated to developed and platted units to pay debt service on the Series 2022 Bonds and the total Series 2022 Bonds par per unit are as follows, per product type:

Lot Type	Number of Lots	Assessment Area Four Special Assessments*	Series 2022 Bonds Par Per Unit*
50 SF	92	$1,175	$20,326
Total	92		

* Preliminary, subject to change. [Annual amounts of Special Assessments listed above do not include a gross up for fees of the Property Appraiser and Tax Collector when collected via the Uniform Method or the statutory early payment discount.]

The District is levying assessments to cover its administrative and operation costs that are approximately $[647.60] per residential unit annually, which amount is subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District is currently approximately [13.8362] mills and is subject to change in future tax years. These taxes would be payable in addition to the Assessment Area Four Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Lake County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including applicable homeowners' association fees.

The information appearing below under the captions "THE DEVELOPMENT" and "THE Developer" has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer is not guaranteeing payment of the Series 2022 Bonds or the Assessment Area Four Special Assessments.

THE DEVELOPMENT

General

The District is being developed as part of an amenitized, multi-product master-planned community that will be known as "Serenoa" (the "Development"), which is generally located east of U.S. 27 in eastern Lake County. The Development consists of approximately [971.265 plus AA4] gross acres of land planned for residential development (the "District Lands") and approximately [13.735] gross acres of adjacent land intended for commercial development. The Development is being developed in multiple phases and is currently planned for a total of approximately [1,447] housing units, various recreational facilities and an amenity site, as well as certain commercial uses outside of the District Lands. The Development is located approximately 10 miles north of Interstate 4 and approximately 6.5 miles south of U.S. Highway 50 in the area known as Clermont.

Access to the Development is via Sawgrass Bay Boulevard, which is an existing four-lane boulevard accessed from U.S. 27. As part of the CIP for the Development, Sawgrass Bay Boulevard will be extended approximately 9,000 linear feet to the east to connect with the Horizons West area of west Orange County. Horizons West is among the fastest-selling areas in Orange County. Construction of Sawgrass Bay Boulevard was completed by VK Avalon Groves, LLC, an affiliate of The Kolter Group and the master developer of the Development (the "Master Developer").

Four Assessment Areas have been created in order to facilitate the District's development and financing plans. Assessment Area One is planned for 577 lots, Assessment Area Two is planned for 479 lots, the portion of Assessment Area Three subject to special assessments securing the Assessment Area Three Project Bonds is planned for 296 lots,* and Assessment Area Four is planned for 92 lots.

The District previously issued its Series 2017 Bonds in three series in the aggregate par amount of $14,030,000 to fund portions of the Assessment Area One and Assessment Area Two Projects. The Series 2017 Assessment Area One Bonds provided approximately $1,998,905 in funds for the Assessment Area One Project. The remaining Series 2017 Bonds provided funds for the development of Assessment Area Two. The District subsequently issued its Series 2019 Bonds in the original principal amount of $3,500,000 in order to finance certain parcel infrastructure improvements associated with the 301 lots planned for Phases 1 and 2 of Assessment Area One. The District issued its Assessment Area Three Project Bonds in the original principal amount of $6,075,000 in February 2021 in order to finance certain portions of the Assessment Area Three Project. The District issued its Phases 3 and 4 Bonds in the original principal amount of $3,490,000 in June 2021 in order to finance certain parcel infrastructure improvements associated with the remaining 276 lots planned within Assessment Area One. See "THE DEVELOPMENT – Update on Prior Phases" for more information

* [There is an approximately 58-acre portion of Assessment Area Three that is expected to be privately developed and not subject to any debt special assessments securing any of the District's existing bonds.] [confirm still accurate]

The Series 2022 Bonds will finance a portion of the public parcel infrastructure for Assessment Area Four, which consists of approximately [___] acres of land planned for 92 single-family residential lots (collectively, the "Assessment Area Four Project").

The Series 2022 Bonds will be secured by the Assessment Area Four Special Assessments which will initially be levied on the approximately [___] acres of land which comprise Assessment Area Four. As lots are platted, the Assessment Area Four Special Assessments will be assigned to the 92 platted lots planned for Assessment Area Four on a first platted, first assigned basis as set forth in the Assessment Methodology attached hereto.

D.R. Horton, Inc., a Delaware corporation (the "Developer"), is developing the lands in Assessment Area Four and will market and construct homes for sale to end users. This part of the Development will be known as "____ at Serenoa" and will be marketed as production type housing, with a target market consisting of first time homebuyers and move-up buyers.

Update on Prior Phases

Please see the chart below for an update on the prior phases of the Development.

Assessment Area	**Assessment Area One**	**Assessment Area Two**	**Assessment Area Three**
Lots Planned	577	479	296
Lots Platted	[577]	479	[296]
Homes Closed	___	[479]	___
Homes Sold (not closed)	___	[0]	___
Builders	D.R. Horton	Ashton, NVR, Pulte, Weekley	Pulte

Land Acquisition and Finance Plan

The Developer acquired the approximately _____ gross acres of land comprising Assessment Area Four in _____ for approximately $_____. The acquisition was financed with equity.

The Developer estimates the total land development costs associated with Assessment Area Four to be approximately $_____ of which approximately $_____ has been spent as of the date hereof. The net proceeds from the Series 2022 Bonds will fund approximately $1.52 million* of the development costs. The Developer will enter into a completion agreement agreeing to either fund or complete the Assessment Area Four Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Four Project or the Construction of Homes within Assessment Area Four" for more information.

Development Plan and Status

Land development associated with Assessment Area Four [commenced] in _____ 20__ and is expected to be completed by _____ 20__, at which point sales and vertical construction are expected to

* Preliminary, subject to change.

commence, with home closings expected to begin by _____ 20__. A final plat for the 92 lots comprising Assessment Area Four is expected to be recorded by _____ 20__.

The Developer anticipates that it will take approximately 12 months from the date of the initial home closing to deliver the 92 homes comprising Assessment Area Four. This anticipated absorption rate is based upon estimates and assumptions that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the timeframe anticipated. See "BONDHOLDERS' RISKS" herein.

Residential Product Offerings

The following table reflects the Developer's current expectations for the residential product types to be constructed in Assessment Area Four, all of which are subject to change.

Product Type	Estimated Beds/Baths	Estimated Square Footage	Estimated Starting Home Prices
Single-Family 50' Lots	__/__	_____ - _____	$_____

Zoning, Development Approvals and Permits

The District Lands are zoned Planned Unit Development ("PUD") and are subject to the Avalon Grove PUD, which was initially enacted by the County on January 24, 2012 as Ordinance No. 2012-10, as rescinded and replaced by PUD Ordinance No. 2016-20, enacted by the County Commissioners of the County on May 17, 2016. [The District Engineer and the Developer have confirmed that all permits necessary for the development of Assessment Area Four have already been obtained or will be obtained following the customary and normal permitting process.] [will engineer confirm as to private development – roads, utilities?]

Environmental

A Phase I Environmental Site Assessment (the "ESA") was performed on Assessment Area Four on _____ 20__. The ESA identified no evidence of recognized environmental conditions within such area. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks. [need a copy of environmental, we will provide confi agreement]

Amenities

The Development contains an approximately 5,700 square foot clubhouse, resort pool, fitness room, and walking trails on approximately three acres of land (collectively, the "Amenities"). Construction of the Amenities is complete at a total approximate cost of $3,000,000, which was privately funded.

Utilities

Utilities Inc. will provide water and sewer for the Development. SECO Energy will provide electrical service to the Development.

Taxes, Fees and Assessments

[Below to be updated upon receipt of Supplemental Methodology]

The Series 2022 Bonds are payable from and secured by a pledge of the Assessment Area Four Pledged Revenues, which consist primarily of the Assessment Area Four Special Assessments. [The Assessment Area Four Special Assessments are initially being levied on the approximately ___ acres in Assessment Area Four that are planned for 92 lots. As the properties are developed and platted, the Assessment Area Four Special Assessments will be assigned to the platted properties in accordance with the Assessment Methodology.] Upon platting of all of the planned lots in Assessment Area Four, the proposed annual Assessment Area Four Special Assessments to be levied and allocated to developed and platted units to pay debt service on the Series 2022 Bonds and the total Series 2022 Bonds par per unit are as follows, per product type:

Lot Type	Number of Lots	Assessment Area Four Special Assessments*	Series 2022 Bonds Par Per Unit*
50 SF	92	$1,175	$20,326
Total	92		

* Preliminary, subject to change. [Annual amounts of Special Assessments listed above do not include a gross up for fees of the Property Appraiser and Tax Collector when collected via the Uniform Method or the statutory early payment discount.]

The District is levying assessments to cover its administrative and operation costs for the fiscal year ending September 30, 2022 that are approximately $[647.60] per residential unit annually, which amounts are subject to change. In addition, residents will be required to pay homeowners' association fees to the applicable homeowners' association which are currently estimated to be [$1,560] annually per 50' residential lot, respectively, all of which amounts are subject to change. The land within the District has been and is expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District is currently approximately [13.8362] mills. These taxes would be payable in addition to the Assessment Area Four Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of Lake County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year.

Education

School age residents of the District are expected to attend Sawgrass Bay Elementary School, Windy Hill Middle School and East Ridge High School, which are located approximately 1 mile, 10 miles and 12 miles away from the District, respectively, and received grades of C, B and B, respectively, from the State of Florida in 2021 (the most recent year for which grades are available). The Lake County School Board may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Competition

The Development is expected to compete with a number of new and ongoing residential projects in the eastern portion of the County and the western portion of Orange County. In particular, Assessment

Area Four is expected to compete with Groveland (located approximately 10 miles away where Shea Homes is the builder), Esplanade at Highland Ranch (located approximately 16 miles away where Taylor Morrison is the builder) and Del Webb Orlando (located approximately 19 miles away where Pulte is the builder). The information under this heading does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Developer feel pose primary competition to the Development.

Developer Agreements

The Developer will enter into a completion agreement that will obligate the Developer to either fund or complete any portions of the Assessment Area Four Project not funded with proceeds of the Series 2022 Bonds. In addition, the Developer will execute and deliver to the District a Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment"), pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, development rights relating to the Assessment Area Four Project and the development of Assessment Area Four. That said, the Master Developer previously granted similar rights ("Prior Collateral Assignment") in connection with the issuance of the [Series 2017 Assessment Area One] Bonds, and such rights under such Prior Collateral Assignment are superior to and may take priority over the rights granted under the Collateral Assignment. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Assessment Area Four Special Assessments as a result of a Developer's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area Four Project or the development of Assessment Area Four. Finally, the Developer will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in Assessment Area Four increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "true-up mechanism." Such obligations of the Developer are unsecured obligations. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Assessment Area Four Project or the Construction of Homes within Assessment Area Four" and "THE DEVELOPER" herein for more information regarding the Developer.

THE DEVELOPER

D.R. Horton, Inc., a Delaware corporation (the "Developer"), is the [sole landowner], land developer and homebuilder for Assessment Area Four. The Developer's common stock trades on the New York Stock Exchange under the ticker symbol "DHI". Horton is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the "SEC"). Such filings, particularly Horton's annual and quarterly reports filed on Form 10-K and Form 10-Q, set forth certain data relative to the consolidated results of operations and financial position of Horton and its subsidiaries as of such date. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Horton. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Horton pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes.

Neither the Developer nor any of the other entities listed above are guaranteeing payment of the Series 2022 Bonds or the Assessment Area Four Special Assessments. None of the entities listed herein, other than the Developer, has entered into any agreements in connection with the issuance of the Series 2022 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the Series 2022 Bonds in order that the interest on the Series 2022 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2022 Bonds. The District has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

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

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

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2022 Bonds, or the ownership or disposition of the Series 2022 Bonds. Prospective purchasers of Series 2022 Bonds should be aware that the ownership of Series 2022 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2022 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2022 Bonds, (iii) the inclusion of the interest on the Series 2022 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2022 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Series 2022 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Series 2022 Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt

of certain investment income, including interest on the Series 2022 Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2022 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and is not binding on the IRS or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Premium

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

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

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

Changes in Federal and State Tax Law

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

Information Reporting and Backup Withholding

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

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2022 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2022 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2022 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2022 Bonds. Investment in the Series 2022 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2022 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2022 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District, threatened against the District and seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2022 Bonds, or in any way contesting or affecting (i) the validity of the Series 2022 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2022 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Developer

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

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2022 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2022 Bonds.

NO RATING

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

EXPERTS

The Supplemental Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by Heidt Design, Tampa, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. Development Planning & Financing Group, Inc., Lake Mary, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2022 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in a Disclosure Agreement (as hereinafter defined), the proposed form of which is set forth in APPENDIX F hereto, to provide its annual audited financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system as described in APPENDIX F, commencing with the audit for the District fiscal year ending [September 30, 2021]. Attached hereto as APPENDIX E is a copy of the District's audited financial statements for the District's fiscal year ended [September 30, 2020] as well as the District's unaudited monthly financial statements for the period ended [_____, 2022]. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2022 Bonds are not general obligation bonds of the District and are payable solely from the Assessment Area Four Pledged Revenues.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default as to principal or interest on its bonds or other debt obligations since December 31, 1975.

CONTINUING DISCLOSURE

The District and the Developer will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX F, for the benefit of the Series 2022 Bondholders (including owners of beneficial interests in such Series 2022 Bonds), to provide certain financial information and operating data relating to the District and Assessment Area Four by certain dates prescribed in the Disclosure Agreement and to provide notice of certain enumerated material events (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX F: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Developer to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement would allow the Series 2022 Bondholders (including owners of beneficial interests in such Series 2022 Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertaking pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Series 2017 Bonds, its Series 2019 Bonds, its Assessment Area Three Project Bonds and its Phases 3 and 4 Sub-Assessment Area One Bonds. [EMMA review in process: A review of filings made pursuant to such prior undertaking indicates that the District has not materially failed to comply with its requirements thereunder within the last five years. The Developer has previously entered into continuing disclosure undertakings pursuant to the Rule in connection with other special districts. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the Developer were not timely filed and that notice of such late filings was not provided.] The District and Developer fully anticipate satisfying all future disclosure obligations required pursuant to the Disclosure Agreement. The District will appoint the District Manager to serve as dissemination agent under the Disclosure Agreements for the Series 2022 Bonds.

UNDERWRITING

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

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

VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Fifth Judicial Circuit Court of Florida in and for Lake County, Florida, rendered on June 22, 2016. The period of time during which an appeal can be taken has expired with no appeal being filed.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2022 Bonds are subject to the approval of Greenberg Traurig, P.A., West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, KE Law Group, PLLC, Tallahassee, Florida. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. Certain legal matters will be passed upon for the Developer by its counsel, [_____, _____], Florida.

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of delivery of the Series 2022 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2022 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2022 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2022 Bonds.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

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

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson, Board of Supervisors

APPENDIX A

COPY OF MASTER INDENTURE AND PROPOSED FORM OF SEVENTH SUPPLEMENTAL INDENTURE

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C

SUPPLEMENTAL ENGINEER'S REPORT

APPENDIX D

ASSESSMENT METHODOLOGY

APPENDIX E

DISTRICT'S FINANCIAL STATEMENTS

APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of _____, 2022 is executed and delivered by the Avalon Groves Community Development District (the "Issuer" or the "District"), D.R. Horton, Inc., a Delaware corporation (the "Developer"), and DPFG Management & Consulting, LLC, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of March 1, 2017 (the "Master Indenture") and a Seventh Supplemental Trust Indenture dated as of _____ 1, 2022 (the "Seventh Supplemental Indenture" and, together with the Master Indenture, the "Indentures"), each entered into by and between the Issuer and Regions Bank, a state banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (the "Trustee"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement**. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indentures with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indentures (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indentures or any applicable law.

2. **Definitions**. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indentures. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean Assessment Area Four, as such is defined in the Limited Offering Memorandum.

"Assessments" shall mean the non-ad valorem Assessment Area Four Special Assessments pledged to the payment of the Bonds pursuant to the Fifth Supplemental Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. DPFG Management & Consulting, LLC, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean DPFG Management & Consulting, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated _____, 2022, prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as the Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [August 1, 2022].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

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

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2022. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2021 on or before June 30, 2022. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports**.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the following:

(i) The amount of the Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of the Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition,

if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, the other Obligated Person(s) and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event within ten (10) days after receipt thereof, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the information described in this subjection (b) for the Bonds, to the extent available:

(i) The number and type of lots in the Assessment Area subject to the Assessments.

(ii) The number and type of lots owned in the Assessment Area by the Obligated Person.

(iii) The number and type of lots platted in the Assessment Area.

(iv) The number and type of homes under contract with homebuilders in the Assessment Area, if applicable.

(v) The number and type of homes under contract with homebuyers in the Assessment Area.

(vi) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(vii) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.

(viii) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.

(ix) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

(d) If the Dissemination Agent has not received a Quarterly Report from each Obligated Person that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on the Series 2022 Reserve Account reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;∗

(v) Substitution of credit or liquidity providers, or their failure to perform;*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bond holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;*

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive

∗ Not applicable to the Bonds at their date of issuance.

agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.

(b) The Issuer shall, in a timely manner not in excess of ten (10) Business Days after its occurrence, notify the Dissemination Agent in writing of the occurrence of a Listed Event. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below; provided, however, that nothing herein shall be construed to mean that the Issuer is responsible for disclosing Listed Events that relate solely to an Obligated Person other than the Issuer. Such notice shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) Each Obligated Person with respect to the Bonds shall notify the Issuer of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the Issuer to comply with its obligations under this Section 6.

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement**. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent**. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities

of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Dissemination Agent hereunder, subject to any offsets that the District may have. The initial Dissemination Agent shall be DPFG Management & Consulting, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of DPFG Management & Consulting, LLC. DPFG Management & Consulting, LLC may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person. The District may terminate this Disclosure Agreement with the Dissemination Agent at any time upon delivery of ten (10) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information**. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default**. In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indentures, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent**. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the other Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries**. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget**. Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Lake County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law**. The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Lake County, Florida.

16. **Counterparts**. This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer or any assignees or successors thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER

[SEAL]

By: _____
_____, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

D.R. HORTON, INC., AS DEVELOPER

By:_____
Name: _____
Title: _____

DPFG MANAGEMENT & CONSULTING, LLC, AS DISSEMINATION AGENT

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

DPFG MANAGEMENT & CONSULTING, LLC, AS DISTRICT MANAGER

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

REGIONS BANK, AS TRUSTEE

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

Name of Issuer: Avalon Groves Community Development District

Name of Bond Issue: $_____ original aggregate principal amount of Special Assessment Bonds, Series 2022 (Assessment Area Four Project)

Obligated Person(s): Avalon Groves Community Development District; [_____]

Original Date of Issuance: _____, 2022

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated _____, 2022 by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

EXHIBIT 20

RESOLUTION 2022-09

[UNIFORM METHOD SETTING RESOLUTION - EXPANSION PARCEL]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, effective January 6, 2022, the boundaries of the District were amended by Ordinance #2021-53 of the Board of County Commissioners of Lake County, Florida, to include approximately 39.97 acres of land to those lands within the boundaries of the District ("**Expansion Parcel**"); and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**") on lands located within the Expansion Parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method for those lands located within the Expansion Parcel on _____, 2022, at _____ __.m., at _____.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of February, 2022.

ATTEST**:**

_____
Secretary/Assistant Secretary

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 21

Steadfast Environmental, LLC
FKA Flatwoods Environmental
30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@steadfastenv.com
www.SteadfastEnv.com

Proposal

Date 2/21/2022 **Proposal #** 399

Customer Information		Project Information	Avalon Groves Fountain Maint.
Avalon Groves CDD c/o DPFG, Inc. 250 International Pkwy, Suite 208 Lake Mary, FL 32746	**Contact** **Phone** **E-mail** districtap@dpfgmc.com **Account #**	Fountain Maintenance for Ponds #2, #11, #28 **Proposal Prepared By:** Joe Hamilton **Type Of Work** Fountain Main	

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Quarterly Fountain Maintenance for Avalon Groves CDD Equipment : 3 Cascade Fountains in ponds #2, #11, #28. Scope of work to include inspection of moving parts, wear and tear, filter cleaning & nozzle cleaning. (Light bulbs if applicable) Compressor parts will also be inspected and serviced if necessary. Any fountain implements that are found faulty can be ordered and replaced by SE LLC, a proposal will be provided to the CDD for approval prior to commencing work. Should the part(s) be under manufacture warranty, SE LLC will provide the labor to replace under the fountain / aeration maintenance agreement at no cost. Quarterly cost: $750; Annual total: $3000		3,000.00

Total $3,000.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____