### JPWard and Associates, LLC

## CURRENTS COMMUNITY DEVELOPMENT DISTRICT

# REGULAR MEETING AGENDA

**April 1, 2020** 



Prepared by: JPWard and Associates, LLC

**TOTAL Commitment to Excellence** 

James P. Ward
District Manager
2900 Northeast 12th Terrace
Suite I
Oakland Park, Florida 33334

Phone: 954-658-4900 E-mail: JimWard@JPWardAssociates.com



#### **CURRENTS COMMUNITY DEVELOPMENT DISTRICT**

March 24, 2020

Board of Supervisors Currents Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Currents Community Development District will be held on Wednesday, April 1, 2020 at 9:00 a.m. at the offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

Please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Those with weakened immune systems may want to avoid the District's meeting in order to avoid a potential exposure to the virus.

With the State of Emergency in Florida, and pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 and March 20, 2020 respectively, and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting will be held utilizing communication media technology due to the current COVID-19 public health emergency. Toward that end, anyone wishing to listen and participate in the meeting can do so by connecting to a link that will be posted on the District's web site <a href="https://www.currentsedd.org">www.currentsedd.org</a>.

- 1. Call to Order & Roll Call.
- 2. Consideration of Minutes
  - I. October 14, 2019 Regular Meeting
- 3. Consideration of acceptance of the resignation of Mr. John Wollard from Seat 1 effective February 11, 2020, and Mr. Tim Martin from Seat 4 effective January 29, 2020.
  - I. Appointment of two (2) individuals to fill Seat 1 & 4 with terms until November 2023 and November 2021 respectively.
  - II. Oath of Office.
  - III. Guide to the Sunshine Law and Code of Ethics for Public Employees.
  - IV. Form 1 Statement of Financial Interests.
- 4. Consideration of **Resolution 2020-12** re-designation the officers of the Currents Community Development District.



- 5. Consideration of ranking of engineering proposals to serve as District Engineer and agreement with the Number 1 ranked firm.
  - I. Ranking of engineering proposals
  - II. Master Engineering Services Agreement
- 6. Consideration of **Resolution 2020-9** of the Board of Supervisors of Currents Community Development District authorizing the Acquisition of certain Potable Water and Wastewater Utility facilities from the developer, Taylor Morrison Of Florida, Inc., and authorizing the conveyance of such Potable Water and Wastewater Utility Facilities to Collier County; Authorizing the Chairman or the Vice Chairman (In the Chairman's absence) to execute such conveyance documents to the extent necessary to evidence the District's acceptance and conveyance.
- 7. Consideration of Resolution 2020-10 of the Currents Community Development District authorizing the Issuance of not exceeding \$50,000,000 in Aggregate Principal Amount of its Capital Improvement Revenue Bonds, Series 2020 the proceeds of which will be applied, together with other available funds, to currently refund and redeem its Bond Anticipation Note, Series 2019, currently outstanding in the original principal amount of \$13,665,000, and finance a portion of the cost of a series project consisting of certain infrastructure and facilities benefiting certain district lands, paying capitalized interest on a portion of the Series 2020 Bonds, funding the Series Reserve Account for the Series 2020 Bonds and paying costs of issuance of the Series 2020 Bonds, as more fully described herein; Approving a second Supplemental Trust Indenture in connection with the Series 2020 Bonds and Authorizing the Execution thereof; Ratifying the Appointment ff a Trustee, Paying Agent and Bond Registrar for the Series 2020 Bonds; Providing for Redemption of the Series 2019 Note and for Redemption of the Series 2020 Bonds; Authorizing the Application of the proceeds of the Series 2020 Bonds; Approving the Form, and Authorizing Execution, of a Bond Purchase Contract providing for the negotiated sale of the Series 2020 Bonds; Delegating to the Chairperson or Vice-Chairperson, or in their absence any Member of The Board Of Supervisors, the Authority to award the Series 2020 Bonds within the parameters specified herein; Approving the form, and Authorizing the use, of a preliminary limited offering Memorandum for the Series 2020 Bonds; Approving the Distribution of a final limited offering Memorandum for the Series 2020 Bonds and the Execution thereof; Approving the form, and Authorizing Execution, of a continuing disclosure agreement; Authorizing preparation of preliminary and final supplemental Assessment Methodology Reports and an update and/or supplement to the Engineers' report and the use of such reports in the preliminary limited offering Memorandum and final limited offering Memorandum, as applicable, for the Series 2020 bonds.
- 8. Consideration of **Resolution 2020-11** Approving the Proposed Fiscal Year 2021 Budget and setting the Public Hearing on **Wednesday July 1, 9:00 A.M.** at the offices of **Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**
- 9. Staff Reports
  - I. Attorney
  - II. Engineer
  - III. Manager
    - a. Financial Statements January 31, 2020 (Unaudited)
    - b. Financial Statements February 29, 2020 (Unaudited)



#### **Currents Community Development District**

10. Supervisor's Requests and Audience Comments

#### 11. Adjournment

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically via a link which will be posted at <a href="http://currentscdd.org/">http://currentscdd.org/</a>. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at JimWard@JPWardAssociates.com to facilitate the Board's consideration of such questions and comments during the meeting.

The second order of Business is the consideration of the October 14, 2019 Regular Meeting Minutes.

The third order of business is administrative in nature and is to accept the resignation of Mr. John Wollard from Seat 1, whose term expires November 2023 and Mr. Tim Martin from Seat 4, whose term expires November 2023.

Mr. Wollard's resignation is effective as of the date of the resignation, which is February 11, 2020 and Mr. Martin's resignation whose resignation is effective as of the date of the resignation, which was January 29, 2020.

The next item deals with the replacement of the member(s) who have resigned from the Board. The District's Charter, Chapter 190 F.S. provides the mechanism for which to replace a member(s) who have resigned. Essentially, the remaining members, by majority vote of the Board of Supervisor's have the sole responsibility for filling the unexpired term of office of the resigning member(s).

Once the Board appoints an individual to fill the seats, I will take the opportunity to swear those individuals into office.

The newly appointed Board Member must file a Form 1- Statement of Financial Interests, which must be filed with the Supervisor of Election's in the County in which he/she resides within thirty (30) days of being seated on this Board.

Additionally, if any of the newly appointed Board currently sits as members of any other Community Development District Board's, you must amend your current Form 1 – Statement of Financial Interests to now include the Currents Community Development District. The amended form must be filed with the Supervisor of Election's in the County in which you reside within thirty (30) days of being seated on this Board of Supervisors.

.

The fourth order of business is consideration of resolution 2020-12 which re-designates the officer's of the District.

The current officers are as follows:



#### **Currents Community Development District**

Chairman	VACANT
Vice-Chairman	Ryan Futch
Secretary/Treasurer	James Ward
Assistant Secretary	Rob Summers
Assistant Secretary	Brian Keller
Assistant Secretary	VACANT

The fifth order of business is consideration of the ranking of the engineering proposals that were received in response to the District's request for qualifications. There are two (2) proposals received, from Waldrop Engineering, P.A. and DRMP, Inc. The required procedure requires the Board to rank the proposals, (non price based proposals) based on each firms qualifications, and I have enclosed an engineering ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, then staff must negotiate a contract with the number one ranked firm and that proposed agreement will then be brought to the Board.

In order to shorten the process somewhat, I have enclosed a form of engineering agreement that we will ask the Board to approve, subject only to non-substantive changes that may be needed once we review the agreement with the number one (1) ranked firm.

The sixth order of business is consideration of Resolution 2020-9 of the Board of Supervisors of Currents Community Development District authorizing the Acquisition of certain Potable Water and Wastewater Utility facilities from the developer, Taylor Morrison Of Florida, Inc., and authorizing the conveyance of such Potable Water and Wastewater Utility Facilities to Collier County; Authorizing the Chairman or the Vice Chairman (In the Chairman's absence) to execute such conveyance documents to the extent necessary to evidence the District's acceptance and conveyance.

The Seventh Order of Business is Consideration of Resolution 2020-10 of the Currents Community Development District authorizing the Issuance of not exceeding \$50,000,000 in Aggregate Principal Amount of its Capital Improvement Revenue Bonds, Series 2020 the proceeds of which will be applied, together with other available funds, to currently refund and redeem its Bond Anticipation Note, Series 2019, currently outstanding in the original principal amount of \$13,665,000, and finance a portion of the cost of a series project consisting of certain infrastructure and facilities benefiting certain district lands, paying capitalized interest on a portion of the Series 2020 Bonds, funding the Series Reserve Account for the Series 2020 Bonds and paying costs of issuance of the Series 2020 Bonds, as more fully described herein; Approving a second Supplemental Trust Indenture in connection with the Series 2020 Bonds and Authorizing the Execution thereof; Ratifying the Appointment ff a Trustee, Paying Agent and Bond Registrar for the Series 2020 Bonds; Providing for Redemption of the Series 2019 Note and for Redemption of the Series 2020 Bonds; Authorizing the Application of the proceeds of the Series 2020 Bonds; Approving the Form, and Authorizing Execution, of a Bond Purchase Contract providing for the negotiated sale of the Series 2020 Bonds; Delegating to the Chairperson or Vice-Chairperson, or in their absence any Member of The Board Of Supervisors, the Authority to award the Series 2020 Bonds within the parameters specified herein; Approving the form, and Authorizing the use, of a preliminary limited offering Memorandum for the Series 2020 Bonds; Approving



#### **Currents Community Development District**

the Distribution of a final limited offering Memorandum for the Series 2020 Bonds and the Execution thereof; Approving the form, and Authorizing Execution, of a continuing disclosure agreement; Authorizing preparation of preliminary and final supplemental Assessment Methodology Reports and an update and/or supplement to the Engineers' report and the use of such reports in the preliminary limited offering Memorandum and final limited offering Memorandum, as applicable, for the Series 2020 bonds.

The Eighth order of business is consideration of Resolution 2020-11 which approves the proposed budget for Fiscal Year 2021 and set the public hearing date, time and location.

The District's enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the budget is only intended to permit the District to move through the process towards adopting the budget at a Public Hearing scheduled for the *Wednesday, July 1, 2020, a 1:00 P.M.* 

With the State of Emergency in Florida, and pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 and March 20, 2020 respectively, and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting will be held utilizing communication media technology due to the current COVID-19 public health emergency. Toward that end, anyone wishing to listen and participate in the meeting can do so by connecting to a link that will be posted on the District's web site www.currentscdd.org.

The approval of the Budget does not bind the Board to any of the costs contained in the budget, any of the programs contained in the Budget and most importantly it does not bind the Board to the Assessment Rates for the general fund contemplated as a result of the preparation of the Budget.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

**Currents Club Community Development District** 

ames P Word





## MINUTES OF MEETING CURRENTS COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Currents Community Development District will be held on Monday, October 14, 2019 at 11:00 a.m. at the offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

#### Present and constituting a quorum:

John Wollard Chairman
Ryan Futch Vice Chairman
Robert D. Summers, II Assistant Secretary
Timothy Martin Assistant Secretary
Brian Keller Assistant Secretary

#### Also present were:

James P. Ward District Manager Greg Urbancic District Counsel

Jeremy Arnold Interim District Engineer

Denise Ganz Bond Counsel

#### Audience:

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

#### FIRST ORDER OF BUSINESS

#### Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 11:13 a.m. and all Members of the Board were present at roll call.

#### SECOND ORDER OF BUSINESS

#### Administration of the Oath of Office

Mr. Ward stated the Administration of the Oath of Office was a leftover Item from the last meeting. He indicated Mr. Keller needed to be sworn in.

#### I. Administration of the Oath of Office

Mr. Ward indicated he was a Notary Public in the State of Florida and as such he was authorized to administer the Oath of Office to newly appointed Board Members. He administered the Oath of Office to Mr. Brian Keller. He gave a copy of the Oath of Office to Mr. Keller and asked Mr. Keller to sign and return the Oath to himself.

#### II. Form 1 – Statement of Financial Interests

Mr. Ward provided a copy of the Form 1 – Statement of Financial Interests to Mr. Keller. He indicated Mr. Keller was required to be filled out and file Form 1 with the Supervisor of Elections in the County in which Mr. Keller resided within 30 days or fines may be incurred. He briefly explained the Form 1 – Statement of Financial Interests and noted he was willing to answer any questions Mr. Keller might have.

#### III. Guide to the Sunshine Amendment and Code of Ethics

Mr. Ward provided copies of the Guide to the Sunshine Law and Code of Ethics for public employees. He recommended Mr. Keller read through these documents. He briefly reviewed the Sunshine Law and Code of Ethics, noting the Sunshine Law precluded communication between Members of the Board regarding any item which may foreseeably come before the Board. He indicated a violation of the Sunshine Law was an ethics violation and as such the Directors and Officers Liability Insurance would not cover him if he made any such violation. He commented he had never had a Board Member charged with a Sunshine Law Violation. He stated if Mr. Keller had any questions to please call himself or Mr. Urbancic or bring up the subject matter during a Board Meeting.

#### THIRD ORDER OF BUSINESS

#### **Consideration of Minutes**

#### a) September 11, 2019 Landowner Meeting

Mr. Ward asked for the Landowner Meetings to be accepted for purposes of inclusion in the record.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the September 11, 2019 Landowner Meeting Minutes were accepted for purposes of inclusion in the record.

#### b) September 11, 2019 Regular Meeting

Mr. Ward asked if there were any corrections, additions or deletions regarding the September 11, 2019 Regular Meeting Minutes; hearing he none, he called for a motion to approve.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the September 11, 2019 Regular Meeting Minutes were approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Public Hearing**

#### BUDGET PUBLIC HEARING – DATE OF ESTABLISHMENT THROUGH SEPTEMBER 30, 2020

Mr. Ward explained this was the Public Hearing regarding the Budget from the date of CDD establishment through September 30, 2020.

#### a) Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the Public Hearing was opened.

Mr. Ward noted there were no members of the public present and he had not received any public comments or phone calls regarding today's Public Hearing; as such he called for a motion to close the Public Hearing.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the Public Hearing was closed.

#### b) Board Comment

Mr. Ward stated the Budget was funded by an agreement with Taylor Morrison. He noted there was no letting of assessments for last year or this year. He asked if there were any Board comments or questions. There were none.

c) Consideration of Resolution of Resolution 2020-1 relating to the annual appropriations and adopting the budget for the District from the date of establishment through September 30, 2020.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, Resolution 2020-1 was adopted, and the Chair was authorized to sign.

#### FIFTH ORDER OF BUSINESS

#### **Public Hearing**

#### MASTER SPECIAL ASSESSMENTS PUBLIC HEARING

Mr. Ward explained the second public hearing was related to the assessments for the project.

#### a) Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the Public Hearing was opened.

Mr. Ward noted there were no members of the public present and he had not received any public comments or phone calls regarding today's Public Hearing; as such he called for a motion to close the Public Hearing.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the Public Hearing was closed.

#### b) Board Comment

Mr. Ward asked if there were any Board comments regarding the Capital Improvement Program prepared by Waldrop Engineering dated August 2019, or the Master Assessment Methodology Report he prepared and dated September 12, 2019.

Mr. Greg Urbancic distributed amended copies of the Resolution for review. He noted there were some cleanup comments in the Resolution, nothing of a substantive nature. He indicated the Resolution equalized the assessments and this was the final step in the master assessment process. He asked if there were any questions. There were none.

c) Consideration of Resolution 2020-2 authorizing a capital improvement plan; adopting an engineer's report; providing an estimated cost of improvements; adopting an assessment report; equalizing, approving, confirming and levying debt assessments/ addressing the finalization of special assessments, addressing the payment of debt assessments and the method of collection; providing for the allocation of debt assessments and true-up payments, addressing government property, and transfers of property to units of local, state and federal government. Authorizing an assessment notice.

On MOTION made by Mr. Brian Keller, seconded by Mr. John Wollard, and with all in favor, Resolution 2020-2 was adopted as amended and the Chair was authorized to sign.

#### SIXTH ORDER OF BUSINESS

**Public Hearing** 

#### UNIFORM METHOD OF COLLECTION PUBLIC HEARING

Mr. Ward indicated the final Public Hearing for today was regarding the Uniform Method of Collection. He explained there was a provision under Florida Statute that if, and to the extent that, a governmental agency (including Districts) wished to utilize the services of the property appraiser and tax collector in which the District was located to place assessments on the tax rolls, a public hearing process was required, a resolution was required, and the District was then required to notify the property appraiser, tax collector and the State regarding the District's decision, following which an agreement would be sent to the District by the property appraiser and tax collector to be signed by the District. He indicated this agreement allowed the property appraiser and tax collector to place the assessments on the tax rolls.

#### a) Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Mr. Tim Martin, seconded by Mr. Brian Keller, and with all in favor, the Public Hearing was opened.

Mr. Ward noted there were no members of the public present and he had not received any public comments or phone calls regarding today's Public Hearing; as such he called for a motion to close the Public Hearing.

On MOTION made by Mr. Tim Martin, seconded by Mr. Brian Keller, and with all in favor, the Public Hearing was closed.

#### b) Board Comment

Mr. Ward asked if there were any Board comments or questions. There were none.

c) Consideration of Resolution 2020-3 expressing its intent to utilize the uniform method of levying, collecting and enforcing non ad-valorem assessments which may be levied by the Currents Community Development District in accordance with Section 197.3632, Florida Statutes.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, Resolution 2020-3 was adopted, and the Chair was authorized to sign.

#### **SEVENTH ORDER OF BUSINESS**

#### Consideration of Resolution 2020-4

Consideration of Resolution 2020-4 supplementing Resolution 2020-2 which Resolution previously equalized, approved, confirmed, imposed and levied special assessments on and peculiar to property specially benefited (apportioned fairly and reasonably) by the district's projects; approving and adopting the supplemental special assessment methodology prepared by jpward & associates, llc dated October 14, 2019, which sets forth the specific terms of the currents community development district bond anticipation note, series 2019; providing for the supplementation of the special assessments as set forth in the improvement lien book; and providing for severability, conflicts, and an effective date.

Mr. Ward reported Resolution 2020-4 supplemented Resolution 2020-2. Mr. Urbancic distributed the amended copies of this Resolution noting there had been some typographical errors and the word "final" had been added. He stated essentially this Resolution adopted the supplemental assessment methodology specific to the issuance of the Series 2019 note. He asked if there were any questions. There were none.

Mr. Ward noted the lawyers read through every single piece of paper.

On MOTION made by Mr. Tim Martin, seconded by Mr. John Wollard, and with all in favor, Resolution 2020-4 was adopted as presented and the Chair was authorized to sign.

**EIGHTH ORDER OF BUSINESS** 

**Consideration of Resolution 2020-5** 

Consideration of Resolution 2020-5 amending Resolution 2019-21 adopted by the District on September 11, 2019 to modify the definition of the Series 2019 project.

Mr. Ward stated Resolution 2020-5 modified a definition. Ms. Denise Ganz explained, now that the note had been priced, it would be issued in the amount of \$13,665,000 dollars. She stated the idea was there would be a long-term bond issue to pay off this note; the assessments would only be collected in the event refinancing did not occur by the time this note matured on November 1, 2020. She stated the purpose of this Resolution was that, as a result of the pricing, the District would be able to generate funds to allow the purchase of land to be developed for stormwater and wetlands, but also generate a little bit of money (approximately \$400,000 dollars) to be able to start to pay initial CIP costs. She noted this Resolution modified the definition of the project to include stormwater, wetlands, acquisitions and some portion of the CIP.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, Resolution 2020-5 was adopted as presented and the Chair was authorized to sign.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2020-6**

#### Consideration of Resolution 2020-6 Authorizing Ancillary Documents.

Mr. Ward stated Resolution 2020-6 essentially had a number of exhibits attached. He explained these were form agreements used for the issuance of the bond. He explained the Resolution permitted the Board and Staff to execute the standard form agreements. He asked if there were any questions in respect to the agreements or Resolution 2020-6. There were none.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, Resolution 2019-6 was adopted as presented and the Chair was authorized to sign.

Mr. Urbancic distributed copies of Resolution 2020-6 and the form agreements for review.

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2020-7**

Mr. Urbancic noted Resolution 2020-7 was to be added to the Agenda. He distributed copies of Resolution 2020-7 for review. He explained this flowed from Resolution 2020-6; it explained and memorialized how the Board reached the acquisition agreement. He noted as part of the acquisition agreement, the District was acquiring lakes and preservation wetland areas. He stated the intent was for the District to acquire 103.926 acres of lake tracts and approximately 30.904 acres of conservation tracts. He indicated in order to facilitate this the District obtained two appraisals. He reported Resolution 2020-7 memorialized the two appraised values received regarding the tracts (\$13,052,5550 dollars and \$14,689,728 dollars). He stated there was also information included from Taylor Morrison regarding the cost basis of the property which was, in aggregate, \$17,094,104 dollars. He stated as part of the acquisition agreement, which was just approved, there was a purchase price of \$12,600,000

dollars. He indicated Resolution 2020-7 memorialized how the District arrived at the purchase price of \$12,600,000 dollars which was less than both appraisals.

On MOTION made by Mr. John Wollard, seconded by Mr. Brian Keller, and with all in favor, Resolution 2020-7 was adopted as presented and the Chair was authorized to sign.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Staff Reports**

#### a) District Attorney

Mr. Urbancic stated the Fiddlers Creek Foundation indicated once the conservation lands were transferred to the District the responsibility also needed to be transferred. Discussion ensued regarding the permit, permit modification, who would hold the responsibility of the conservation lands, reviewing the responsibilities of the conservation lands prior to transfer, and reviewing bond-financed property responsibilities prior to transfer.

b	District	<b>Engineer</b>
		Liigiiieei

No report.

#### c) District Manager

No report.

#### TWELFTH ORDER OF BUSINESS

**Supervisor's Requests and Audience Comments** 

There were no Supervisor's requests and no audience members were present.

#### THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the Meeting at approximately 11:32 a.m.

On MOTION made by Mr. John Wollard, seconded by Mr. Tim Martin, and with all in favor, the meeting was adjourned.

	Currents Community Development Distric
James P. Ward, Secretary	Chairperson

#### **OATH OR AFFIRMATION OF OFFICE**

l,, a citiz	en of the State of Florida and of the United States of
America, and being an officer of the Curr	ents Community Development District and a recipient
of public funds as such officer, do here	eby solemnly swear or affirm that I will support the
Constitution of the United States and of	f the State of Florida, and will faithfully, honestly and
impartially discharge the duties devolving	g upon me as a member of the Board of Supervisors of
the Currents Community Development D	District, Collier County, Florida.
	Signature
	Printed Name:
STATE OF FLORIDA	
COUNTY OF COLLIER	
	e this, 2020, by
	, whose signature appears hereinabove, who is
personally known to me or who produced	d as identification.
	NOTARY PUBLIC
	STATE OF FLORIDA
	Print Name:
	My Commission Expires:
Mailing Address for Agendas: HON	IEOFFICE
	Cell Number
	Home Number

# FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

# State of Florida COMMISSION ON ETHICS

Michelle Anchors, Chair
Ft. Walton Beach

Michael Cox, Vice Chair
Trinity

Jason David Berger
Palm City

Daniel Brady, PH.D. Miami Shores

Matthew J. Carson Tallahassee

> **Guy W. Norris** Lake City

Kimberly Bonder Rezanka Cocoa

#### **Virlindia Doss**

P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864\*

<sup>\*</sup>Please direct all requests for information to this number.

### **TABLE OF CONTENTS**

l.	HISTORY OF FLORIDA'S ETHICS LAWS	1
II.	ROLE OF THE COMMISSION ON ETHICS	1
III.	THE ETHICS LAWS	2
	A. PROHIBITED ACTIONS OR CONDUCT	2
	1. Solicitation or Acceptance of Gifts	2
	2. Unauthorized Compensation	3
	3. Misuse of Public Position	3
	4. Disclosure or Use of Certain Information	3
	5. Solicitation or Acceptance of Honoraria	4
	B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	4
	1. Doing Business With One's Agency	4
	2. Conflicting Employment or Contractual Relationship	
	3. Exemptions	5
	4. Additional Exemption	6
	5. Lobbying State Agencies by Legislators	
	6. Employees Holding Office	6
	7. Professional & Occupational Licensing Board Members	6
	8. Contractual Services: Prohibited Employment	7
	9. Local Government Attorneys	7
	10. Dual Public Employment	7
	C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING	
	WITH RELATIVES	7
	1. Anti-Nepotism Law	7
	2. Additional Restrictions	
	D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	8
	1. Lobbying By Former Legislators, Statewide Elected Officers,	
	and Appointed State Officers	8
	2. Lobbying By Former State Employees	8
	3. Additional Restrictions on Former State Employees	
	4. Lobbying By Former Local Government Officers and Employees	9
	F VOTING CONFLICTS OF INTEREST	10

	F. DISCLOSURES	. 11
	1. Form 1 - Limited Financial Disclosure	. 11
	2. Form 1F - Final Form 1	. 14
	3. Form 2 - Quarterly Client Disclosure	. 14
	4. Form 6 - Full and Public Disclosure	. 15
	5. Form 6F - Final Form 6	. 16
	6. Form 9 - Quarterly Gift Disclosure	. 16
	7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and	
	Direct Support Organizations and Honorarium Event-Related Expenses	. 16
	8. Form 30 - Donor's Quarterly Gift Disclosure	. 17
	9. Forms 1X and 6X – Amendments	. 18
IV.	AVAILABILITY OF FORMS	. 18
V.	PENALTIES	. 18
	A. For Violations of the Code of Ethics	. 18
	B. For Violations by Candidates	. 18
	C. For Violations by Former Officers and Employees	. 19
	D. For Lobbyists and Others	. 19
	E. Felony Convictions: Forfeiture of Retirement Benefits	. 19
	F. Automatic Penalties for Failure to File Annual Disclosure	. 20
VI.	ADVISORY OPINIONS	. 20
	A. Who Can Request an Opinion	. 20
	B. How to Request an Opinion	. 20
	C. How to Obtain Published Opinions	. 20
VII.	. COMPLAINTS	. 20
	A. Citizen Involvement	. 20
	B. Referrals	. 21
	C. Confidentiality	. 21
	D. How the Complaint Process Works	. 21
	E. Dismissal of Complaint at Any Stage of Disposition	. 22
	F. Statute of Limitations	. 22
VIII	. EXECUTIVE BRANCH LOBBYING	. 23
IX.	WHISTLE-BLOWER'S ACT	. 23
Χ.	ADDITIONAL INFORMATION	. 24
XI.	ONLINE TRAINING	. 24

#### I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

#### II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;

- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- · Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

#### III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

#### A. PROHIBITED ACTIONS OR CONDUCT

#### 1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, effective in 2006 and notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, effective May 1, 2013, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

#### 2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

#### 3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

#### 4. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

#### 5. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

#### **B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

#### 1. Doing Business With One's Agency

- (a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]
- (b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

- 2. Conflicting Employment or Contractual Relationship
- (a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- (b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- (c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]
- 3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:
  - (a) When the business is rotated among all qualified suppliers in a city or county.
- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.
- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
  - (d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
  - (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- (j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### 4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.] A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from conflicts of interest arising from assets placed in the trust.

#### 5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

#### 6. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

#### 7. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

#### 8. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

#### 9. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

#### 10. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

#### C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

#### 1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes

of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

#### 2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

#### D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

#### 1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

#### 2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- (a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- (b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the

House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

#### 3. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

#### 4. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of

which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

#### **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from voting conflicts of interest arising from assets placed in the trust.

#### F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

#### 1. FORM 1 - <u>Limited Financial Disclosure</u>

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

#### STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.;

members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

#### LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.
- 5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

#### SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.
- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the

disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

#### Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

#### 2. FORM 1F - Final Form 1 Limited Financial Disclosure

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

#### 3. FORM 2 - Quarterly Client Disclosure

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

#### When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

#### Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

#### 4. FORM 6 - Full and Public Disclosure

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

#### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

#### 5. FORM 6F - Final Form 6 Full and Public Disclosure

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

#### 6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

## 7. FORM 10 - <u>Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses</u>

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the

expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### 8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered

by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

#### 9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

#### IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

ELECTED CONSTITUTIONAL OFFICERS, OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file annually FORM 1 or 6 will be sent these forms by mail from the Commission on Ethics by JUNE 1 of each year. Newly elected and appointed officers and employees should contact the heads of their agencies or the Commission on Ethics for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

Any person needing one or more of the other forms described here may also obtain them from a Supervisor of Elections or from the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709. They are also available on the Commission's website: www.ethics.state.fl.us.

#### **V. PENALTIES**

#### A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

#### B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the

ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

#### C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

#### D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per principal for each day the report is late, up to a maximum fine of \$5,000 per report.

#### E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

#### F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

#### VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

#### A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

#### B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

#### C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website: www.ethics.state.fl.us.

#### VII. COMPLAINTS

#### A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:

www.ethics.state.fl.us.

#### B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

#### C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

#### D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the

complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

#### E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

#### F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations

is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

#### VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration Room G-68, Claude Pepper Building 111 W. Madison Street Tallahassee, FL 32399-1425

Phone: 850/922-4987

#### IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

#### X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

#### XI. TRAINING

Constitutional officers and elected municipal officers are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

FORM 1

# **STATEMENT OF**

2	N	1	q
_	v		

Please print or type your name, mailing address, agency name, and position below:	FINANCIAL	INTERESTS		FOR OFFICE USE ONLY:
LAST NAME FIRST NAME MIDDL	E NAME :			
MAILING ADDRESS :				
CITY:	ZIP: COUNTY:			
NAME OF AGENCY :				
NAME OF OFFICE OR POSITION HEI	LD OR SOUGHT:			
CHECK ONLY IF	OR NEW EMPLOYEE OR	APPOINTEE		
* DISCLOSURE PERIOD: THIS STATEMENT REFLECTS YO	*** THIS SECTION MUS UR FINANCIAL INTERESTS FO			CEMBER 31, 2019.
MANNER OF CALCULATING IN FILERS HAVE THE OPTION OF US FEWER CALCULATIONS, OR USI (see instructions for further details).	SING REPORTING THRESHOL NG COMPARATIVE THRESHO	DS THAT ARE ABSOLUTE LDS, WHICH ARE USUAL	LY BASE	•
,	ERCENTAGE) THRESHOLDS			JE THRESHOLDS
PART A PRIMARY SOURCES OF IN (If you have nothing to rep		the reporting person - See inst	ructions	
NAME OF SOURCE OF INCOME	_	JRCE'S DRESS		SCRIPTION OF THE SOURCE'S RINCIPAL BUSINESS ACTIVITY
PART B SECONDARY SOURCES O [Major customers, clients, ar (If you have nothing to rep	nd other sources of income to busines	sses owned by the reporting pe	rson - See	instructions]
NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE		PRINCIPAL BUSINESS ACTIVITY OF SOURCE
PART C REAL PROPERTY [Land, buildings owned by the reporting person - See instructions] (If you have nothing to report, write "none" or "n/a")  You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.			n this form. Attach additional	
			and w	G INSTRUCTIONS for when here to file this form are d at the bottom of page 2.
			INSTR this fo	UCTIONS on who must file orm and how to fill it out on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Sto		of deposit, etc See ins	tructions]
TYPE OF INTANGIBLE	E	BUSINESS ENTITY TO V	/HICH THE PROPERTY RELATES
PART E — LIABILITIES [Major debts - See instructions (If you have nothing to report, write "none			
NAME OF CREDITOR		ADDRES	S OF CREDITOR
PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]  (If you have nothing to report, write "none" or "n/a")  BUSINESS ENTITY # 1  BUSINESS ENTITY # 2			
NAME OF BUSINESS ENTITY			
ADDRESS OF BUSINESS ENTITY			
PRINCIPAL BUSINESS ACTIVITY			
POSITION HELD WITH ENTITY			
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS			
NATURE OF MY OWNERSHIP INTEREST			
PART G — TRAINING For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.  I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.			
IF ANY OF PARTS A THROUGH G ARE	CONTINUED ON	A SEPARATE SHE	ET, PLEASE CHECK HERE
SIGNATURE OF FILE	<u>R:</u>		ORNEY SIGNATURE ONLY
Signature:		in good standing with the she must complete the	nuntant licensed under Chapter 473, or attorney be Florida Bar prepared this form for you, he or following statement:
		I,	, prepared the CE vith Section 112.3145, Florida Statutes, and the
	· · · · · · · · · · · · · · · · · · ·	instructions to the form.	Upon my reasonable knowledge and belief, the
Date Signed:		disclosure herein is true	e and correct.
3		CPA/Attorney Signature	:
		Date Signed:	
		ll entered	

#### FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filling method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: *Initially*, each local officer/employee, state officer, and specified state employee must file *within 30 days* of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does <u>not</u> relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2019.

#### **NOTICE**

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

# WHO MUST FILE FORM 1:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
- 4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Roard
- 6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board
- 7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

- director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.
- 8) Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9) Members of governing boards of charter schools operated by a city or other public entity.
- 10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title
- 13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

# **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, <u>and contact your agency's financial disclosure coordinator</u>. You can find your coordinator on the Commission on Ethics website: www.ethics. state.fl.us.

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2019.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period <u>even if you have since left that position</u>. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. <u>Your Social Security Number is not required and you should redact it from any documents you file</u>. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality <u>if you submit a written request</u>.

#### MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on <u>either</u> thresholds that are comparative (usually, based on percentage values) <u>or</u> thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. <u>You must use the type of threshold you have chosen for each part of the form.</u> In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

# IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

#### PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

#### Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law)
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list <u>each individual company</u> from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

#### Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

### PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

#### PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

#### PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

#### PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

#### PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

#### Examples

- If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list <u>each individual company</u> from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

- If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); and,
- (2) You received more than 10% of your gross income from that business entity; *and*,
- (3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

#### Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

#### PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

#### PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

#### PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

#### PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Percentage Thresholds Instructions.)

#### **RESOLUTION 2020-12**

A RESOLUTION RE-DESIGNATING THE OFFICERS OF THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS,** the Board of Supervisors of the Currents Community Development District desire to appoint the below recited person(s) to the offices specified.

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

**SECTION 1:** <u>DESIGNATION OF OFFICER'S OF THE DISTRICT.</u> The following persons are appointed to the offices shown:

Chairman	
Vice Chairman	Ryan Futch
Secretary	James P. Ward
Treasurer	James P. Ward
Assistant Secretary	Rob Summers
Assistant Secretary	Brian Keller
Assistant Secretary	

**SECTION 2: SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

#### **RESOLUTION 2020-12**

A RESOLUTION RE-DESIGNATING THE OFFICERS OF THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

**SECTION 3: CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

**SECTION 4: PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 1st day of April, 2020

	CURRENTS
ATTEST:	COMMUNITY DEVELOPMENT DISTRICT
James P. Ward, Secretary	Chairman

# **CURRENTS** COMMUNITY DEVELOPMENT DISTRICT

#### DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

#### **COMPETITIVE SELECTION CRITERIA**

#### 1) Ability and Adequacy of Professional Personnel

(Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

#### **Consultant's Past Performance**

(Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

#### **Geographic Location**

(Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

#### Willingness to Meet Time and Budget Requirements

(Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

#### **Certified Minority Business Enterprise**

(Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

#### Recent, Current and Projected Workloads

(Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

#### **Volume of Work Previously Awarded to Consultant by District**

(Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

THIS AGREEMENT (this "Agreement") is made and entered into as of this	day of
, 2019 by and between CURRENTS COMMUNITY DEVELOPMENT DIST	RICT, a
local unit of special purpose government established and existing pursuant to Chapte	er 190,
Florida Statutes, and the laws of the State of Florida ("District") and	
<b>ENGINEERING, INC.</b> , a Florida corporation ("Engineer").	

**WHEREAS**, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

WHEREAS, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

**WHEREAS**, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

#### **ARTICLE 1. SCOPE OF SERVICES**

- **A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:
  - Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
  - **2.** Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
  - **3.** Performance of any other duties related to the provision of infrastructure and services,.
- **B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District...

- **C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:
  - **1.** Periodic visits to the site, or full time services, as directed by the District; and
  - **2.** Processing of contractors' pay estimates; and
  - **3.** Final inspection and requested certificates for construction including the final certification of construction; and
  - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
  - **5.** Any other activity related to construction as authorized by the District.
  - **6.** Land surveying;
  - **7.** Topographic surveying;
  - **8.** Staking and layout work for construction;
  - **9.** Tests of material and underground explorations; and
  - **10.** Aerial photographs.
- **D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.
- **E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.
- **F.** Each project shall utilize standard project management methodology.
- **G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.
- **H.** The District retains the right to obtain other engineering services.
- I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

#### ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE

- **A.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.
- **B.** Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

#### **ARTICLE 3. COMPENSATION**

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

**Lump Sum Amount.** For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

**Hourly Personnel Rates.** For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

#### **ARTICLE 4. REIMBURSABLE EXPENSES**

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- **A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- **B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

## **ARTICLE 5. SPECIAL CONSULTANTS**

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer..

#### **ARTICLE 6. BILLING AND ACCOUNTING RECORDS**

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the

District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

#### **ARTICLE 7. OWNERSHIP OF PLANS**

All plans produced by the Engineer shall immediately become property of the District.

### **ARTICLE 8. REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

#### **ARTICLE 9. ESTIMATE OF COST**

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

#### **ARTICLE 10. INSURANCE**

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<ul> <li>Bodily Injury (including Contractual)</li> </ul>	\$1,000,000/ \$2,000,000
<ul> <li>Property Damage (including</li> </ul>	\$1,000,000/ \$2,000,000
Contractual)	
Automobile Liability (if Applicable)	
Bodily Injury	\$1,000,000/\$1,000,000
<ul> <li>Property Damage</li> </ul>	\$1,000,000
Professional Liability for Errors and	\$1,000,000/\$3,000,000
Omissions	

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) days notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

### **ARTICLE 11. CONTINGENT FEE**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 12. AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

#### **ARTICLE 13. INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14. PUBLIC RECORDS**

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

#### **ARTICLE 15. EMPLOYMENT VERIFICATION**

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

### ARTICLE 16. CONTROLLING LAW

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Lee County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida.

#### **ARTICLE 17. ASSIGNMENT AND AMENDMENT**

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment 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.

#### **ARTICLE 18. TERMINATION**

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives-notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

#### **ARTICLE 19. RECOVERY OF COSTS AND FEES**

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

#### ARTICLE 20. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations

imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

#### **ARTICLE 21. NOTICES**

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER: Waldrop Engineering, Inc.

28100 Bonita Grande Drive, Suite 30!

Bonita Springs, Florida 34135

Attention: Mr. Ronald Waldrop, President

IF TO DISTRICT: Currents Community Development District

2900 NE 12<sup>th</sup> Terrace, Suite 1 Oakland Park, Florida 33334

Phone: 954-658-4900

E-Mail: JimWard@JimWardAssociates.com

Fax: Not Applicable

Attention: Mr. James P. Ward

WITH A COPY TO: Coleman, Yovanovich & Koester

4001 Tamiami Trail North, Suite 300

Naples, Florida 34103 Phone: 239-435-3535

Attention: Mr. Greg Urbancic

#### ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

# **ARTICLE 22. SEVERABILITY**

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

# **ARTICLE 23. ACCEPTANCE**

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

{Signatures appear on the following page}

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the day and year first above written.

	DISTRICT:
Attest:	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
 James P. Ward, Secretary	By: John Wollard, Chairman
	ENGINEER:
	<b>WALDROP ENGINEERING, INC.,</b> a Florida corporation
	By: Ronald Waldrop, President

# **SCHEDULE A**

#### **RESOLUTION NO. 2020-9**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CURRENTS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF **CERTAIN POTABLE** WATER AND WASTEWATER UTILTY **FROM** THE **FACILITIES** DEVELOPER, **TAYLOR** MORRISON OF FLORIDA, INC., AND AUTHORIZING THE CONVEYANCE OF SUCH POTABLE WATER AND WASTEWATER UTILITY FACILITIES TO COLLIER COUNTY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE AND CONVEYANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Currents Community Development District (the "<u>District</u>") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Collier County, Florida; and

**WHEREAS**, the District is organized for the purposes of providing community development services and facilities benefiting the development known as Bella Tesoro, an Esplanade Community; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

WHEREAS, the applicable Collier County development orders, approvals, codes, ordinances and regulations generally require or contemplate the conveyance of various on-site potable water and wastewater utility systems being constructed or acquired by the District to Collier County; and

WHEREAS, the acquisition by the District of potable water and wastewater utility systems and thereafter the conveyance of such potable water and sanitary sewer systems to Collier County requires the Chairman or Vice Chairman (in the Chairman's absence) to sign or execute certain documents on behalf of the District; and

**WHEREAS**, the District desires to acquire certain potable water and wastewater utility facilities related to Phase 1A ("<u>Utility Facilities</u>") from Taylor Morrison of Florida, Inc., a Florida corporation ("<u>Taylor Morrison</u>") and thereafter convey such Utility Facilities to Collier County.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CURRENTS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. FINDINGS.** The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. ACQUISITION OF UTILITY FACILITIES AND CONVEYANCE TO COLLIER COUNTY. The District hereby desires to acquire the Utility Facilities from Taylor Morrison pursuant to the utility conveyance documents attached hereto and made a part hereof as **Exhibit "A"** ("Acquisition Documents"). Following such acquisition, the District hereby desires to convey the Utility Facilities to Collier County pursuant to the utility conveyance documents attached hereto and made a part hereof as **Exhibit "B"** ("Conveyance Documents").

**SECTION 3. DELEGATION OF AUTHORITY**. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Acquisition Documents as necessary to evidence the District's acquisition of the Utility Facilities. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to convey the Utility Facilities to Collier County. The Secretary and any Assistant Secretary of the District is hereby authorized to countersign any Acquisition Documents or Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

**SECTION 4. 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, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

**SECTION 5. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

	meeting of the Board of Supervisors of Currents day of, 2020.
Attest:	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
James P. Ward, Secretary	Chairman

# Exhibit "A" Acquisition Documents

# Exhibit "B" Conveyance Documents

# **PROMISSORY NOTE**

#### (Phase 1A Potable Water and Wastewater Facilities)

\$1,262,300.67 Collier County, Florida
Date: March \_\_\_\_\_, 2020

FOR VALUE RECEIVED, **CURRENTS COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes ("<u>MAKER</u>"), promises to pay to the order of **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("<u>HOLDER</u>") at 551 N. Cattlemen Rd., Suite 200, Sarasota, FL 34232 or at such place as HOLDER may from time to time designate in writing, the principal sum of: One Million Two Hundred Sixty-Two Thousand Three Hundred and 67/100 DOLLARS (\$1,262,300.67) (the "<u>Principal Sum</u>") in accordance with the terms and condition of this Promissory Note (this "<u>Note</u>").

The Principal Sum of this Note shall not bear interest.

Payments under this Note shall be due and payable as follows:

This Note is made and shall be subject the terms and conditions of that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property by and between MAKER and HOLDER dated March \_\_\_\_\_\_, 2020 (the "Acquisition Agreement"). Further, this Note is issued pursuant to Section 6 of the Acquisition Agreement and in conjunction with the transfer and conveyance of the Phase 1A, Potable Water and Wastewater Facilities (the "Improvements") to the District contemporaneously with this Note. Provided that (i) MAKER issues Capital Improvement Revenue Bonds for Currents Community Development District (the "District") payable solely from special assessments properly levied on real property in the District benefitted by the Improvements ("Bonds"), there are sufficient construction funds from said Bonds to pay for the Improvements, and the conditions under the applicable trust indenture have been met for disbursement of applicable construction funds; (ii) the requirements of Section 6 of the Acquisition Agreement have been met; and (iii) HOLDER submits to MAKER a Requisition for payment of the Principal Sum representing the cost of Improvements, then MAKER shall within forty-five (45) days thereafter, pay the entire balance of the Principal Sum due under this Note. Notwithstanding the forgoing provision, in the event MAKER does not issue any applicable Bonds on or before five (5) years after the date of the Acquisition Agreement, then this Note shall be forgiven by HOLDER and cancelled and of no further force or effect.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note can be prepaid at any time in whole or in part to HOLDER without penalty. All payments and prepayments shall be applied to the Principal Sum.

Prepayment shall not affect or vary the duty of MAKER to pay any obligation when due and the same shall not affect or impair the right of HOLDER to pursue all remedies available to it hereunder.

Notwithstanding anything contained herein to the contrary, HOLDER may not exercise any right or remedy provided for in this Note because of any default of MAKER, unless HOLDER shall have given written notice of the default to MAKER and MAKER shall have failed to pay the sum or sums due within a period of thirty (30) days after the date of such written notice. Failure of MAKER to cure a default within such cure period shall hereinafter be described as an "Event of Default". Upon an Event of Default, the Principal Sum remaining unpaid, shall become immediately due and payable.

All communication required under or in connection with this Note shall be in writing, and shall be hand delivered, sent by commercial overnight courier, or sent by certified mail, postage prepaid, addressed to MAKER or HOLDER at the address either party may designate from time to time by written notice to the other party in the manner set forth herein.

Time is of the essence and in the event it is necessary to initiate collection of this Note or it is collected by law or through an attorney, or under advice therefrom, MAKER agrees to pay all costs of the collection and reasonable attorneys' fees (including those attorneys' fees that may be caused by appellate proceedings) that may be incurred in all matters of collections, enforcement, construction and interpretation hereunder.

The remedies of HOLDER, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of HOLDER, and may be exercised as often as occasion therefore arise. No act of omission or commission of HOLDER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same, such waiver or release to be effected only through a written document, executed by HOLDER and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent event.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statues and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY HOLDER THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

(Remainder of Page Intentionally Left Blank. Signature Appears on the Next Page.)

	MAKER:
ATTEST:	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
James P. Ward, Secretary	By: John Wollard, Chairman

IN WITNESS WHEREOF, MAKER has caused this Promissory Note to be duly executed as of the day and year first above written.

## <u>DEED OF UTILITY EASEMENT</u> (<u>Taylor Morrison of Florida, Inc. to Currents CDD</u>) (Phase 1A)

THIS UTILITY EASEMENT (UE), is granted and conveyed as of this \_\_\_\_\_ day of March, 2020, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, as Grantor, to BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and/or assigns, and CURRENTS COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, as Grantee.

WITNESSETH: That Grantor for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration paid by Grantee, receipt of which by is hereby acknowledged by Grantor, hereby conveys, grants, bargains and sells unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, right and privilege to enter upon and to install, relocate, repair and/or otherwise maintain utility system(s) and utility facilities, and/or portion(s) thereof, in, on, over and under the lands located in Collier County, Florida, described on **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, its successors and/or assigns, together with the right and privilege to enter upon said land to excavate, relocate and/or take and/or introduce materials for the purpose of constructing, operating, relocating, repairing and/or otherwise maintaining the subject utility facilities and/or system(s) or portion(s) thereof, in, on, over and/or under the easement area. Grantor and Grantee are used for singular or plural, as the context allows.

Signatures appear on the following page.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

	TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation
Witnesses:	By:Barbara Kininmonth, Vice President
Signature Printed Name:	
Signature Printed Name:	
STATE OF FLORIDA ) ss. COUNTY OF )	
( ) online notarization this day of President of Taylor Morrison of Florida, In	knowledged before me by means of ( ) physical presence or of, 2020, by Barbara Kininmonth, Vice nc., a Florida corporation, on behalf of the corporation, who is ( produced as evidence of
(SEAL)	NOTARY PUBLIC Name: (Type or Print) My Commission Expires:

## Exhibit "A" Legal Description

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00°31'32"EAST, 1,272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET; THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED: THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369,00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127.96 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY. 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST, 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST, 93.84 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY,

HAVING A RADIUS OF 206.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2.035.00 FEET, THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST, 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET: THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET: THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND

BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,535.00 FEET, THROUGH A BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST, 247.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06" WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET;

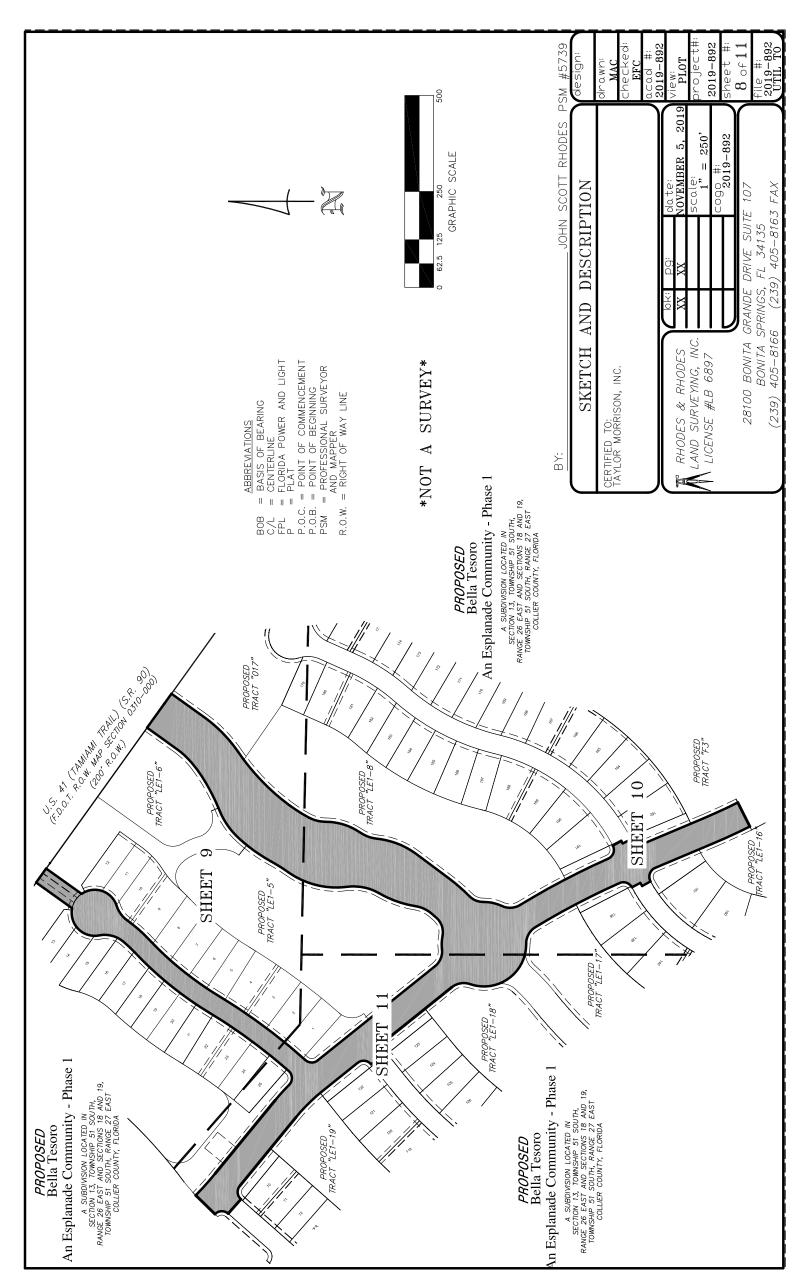
THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET: THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE: THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY. 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET. THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET

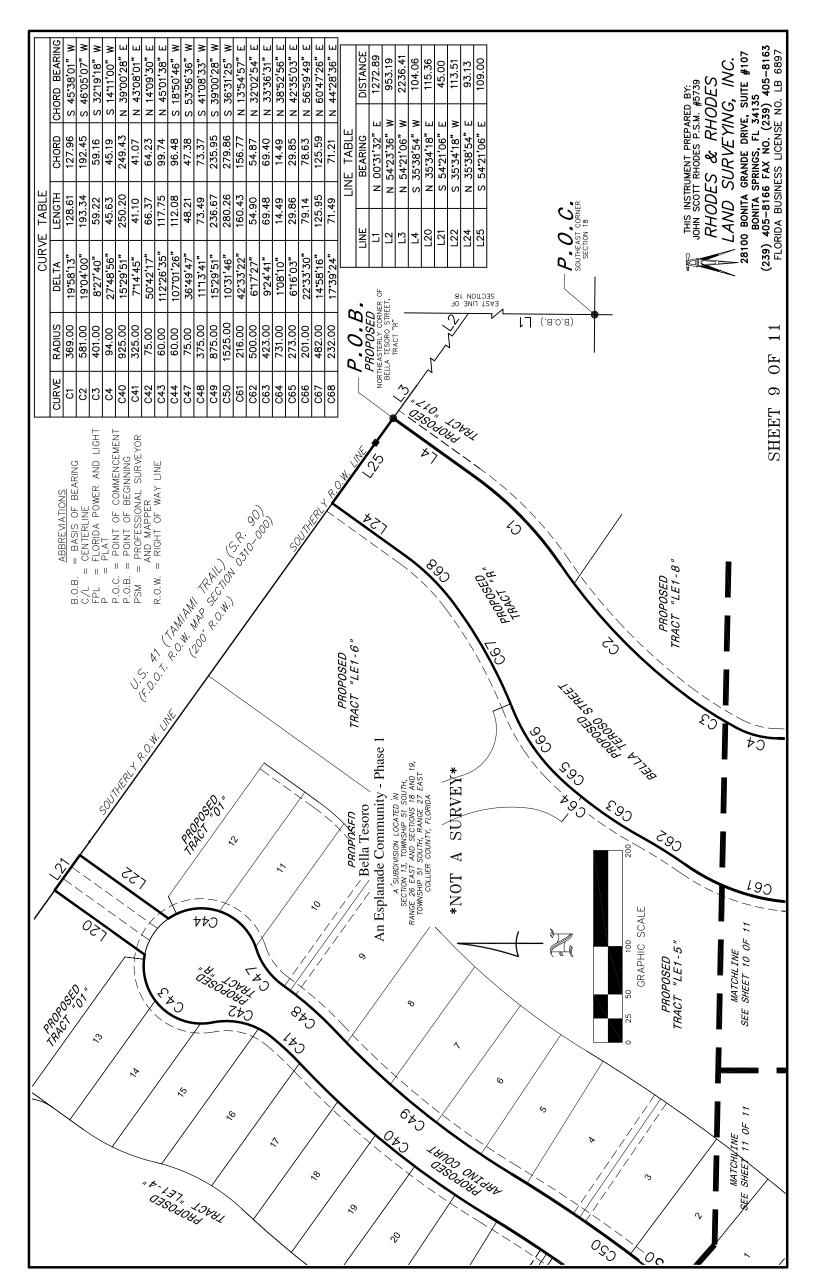
TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1.525.00 FEET. THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE

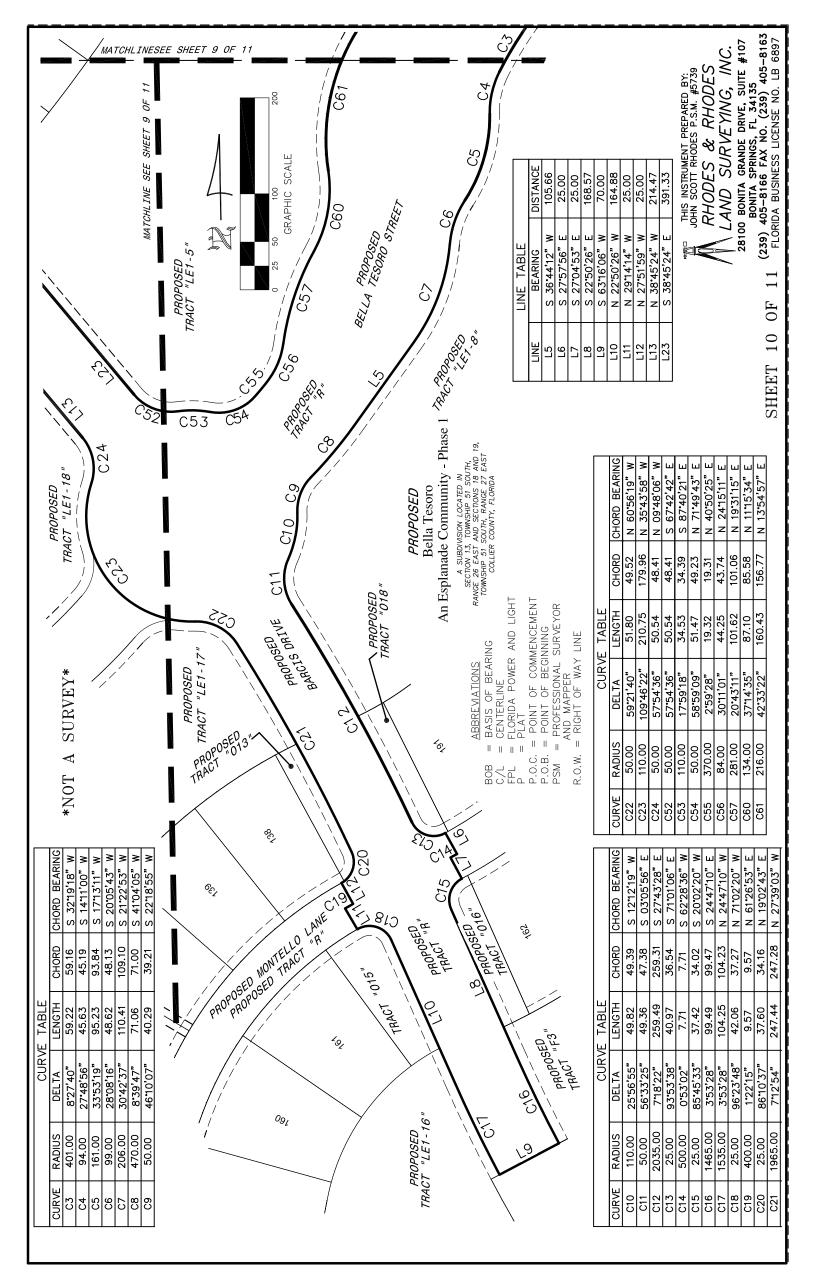
SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 134.00 FEET. THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34" EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST, 69.40 FEET

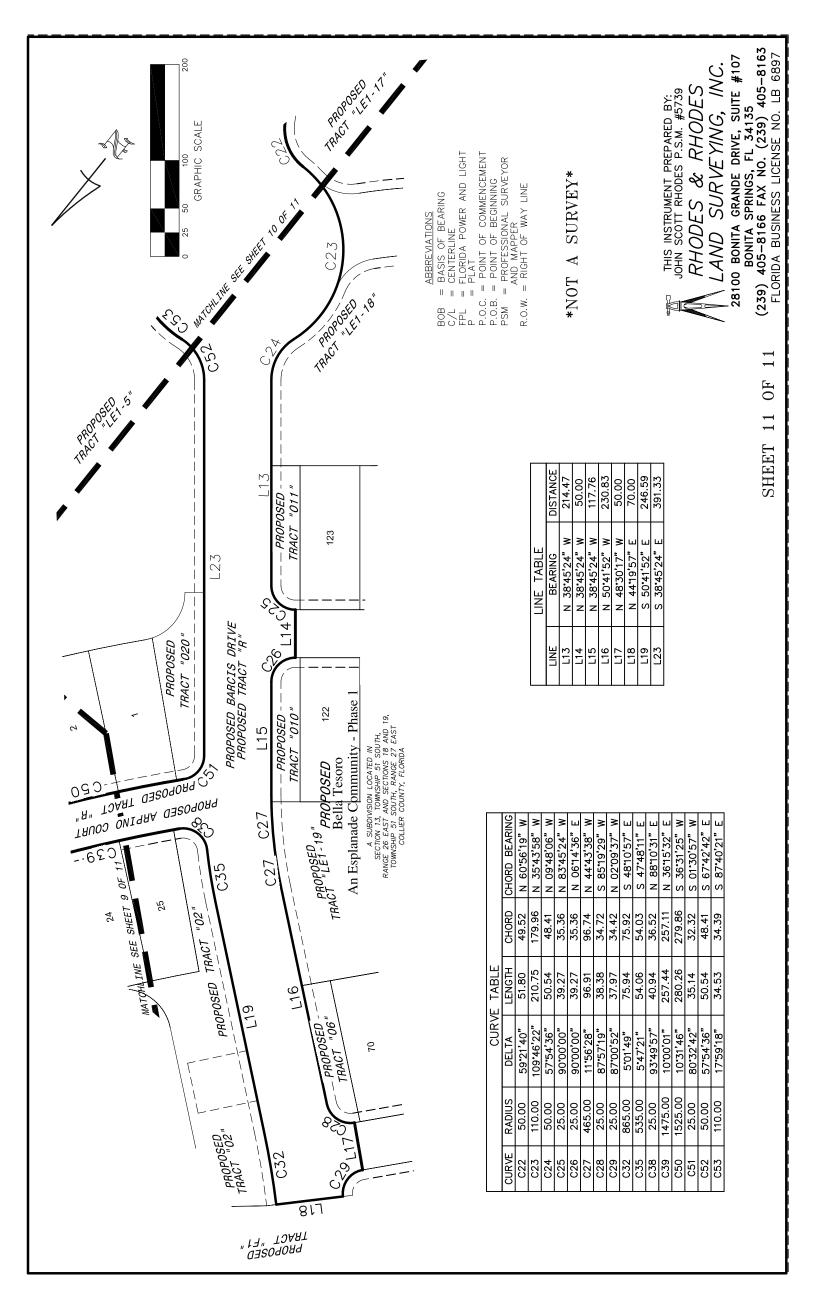
TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHEASTERLY, 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET: THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.









Drafted by and return to:

Gregory L. Urbancic, Esq. Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103

# <u>UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE</u> (<u>Taylor Morrison of Florida, Inc. to Currents CDD</u>) (Phase 1A)

THIS INDENTURE made as of this \_\_\_\_ day of March, 2020, between **TAYLOR MORRISON OF FLORIDA**, **INC.**, a Florida corporation (hereinafter referred to as "Grantor"), and **CURRENTS COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantee").

#### WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

	TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation
Witnesses:	By:Barbara Kininmonth, Vice President
	Barbara Kininmonth, Vice President
Signature Printed Name:	
Signature  Printed Name:	
STATE OF FLORIDA ) ) ss. COUNTY OF )	
presence or ( ) online notarization Kininmonth, as Vice President of T	ras acknowledged before me by means of ( ) physical this day of, 2020, by Barbara aylor Morrison of Florida, Inc., a Florida corporation, on ( ) personally known to me or ( ) has produced s evidence of identification.
(SEAL)	NOTARY PUBLIC Name: (Type or Print) My Commission Expires:

## Exhibit "A" Legal Description

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

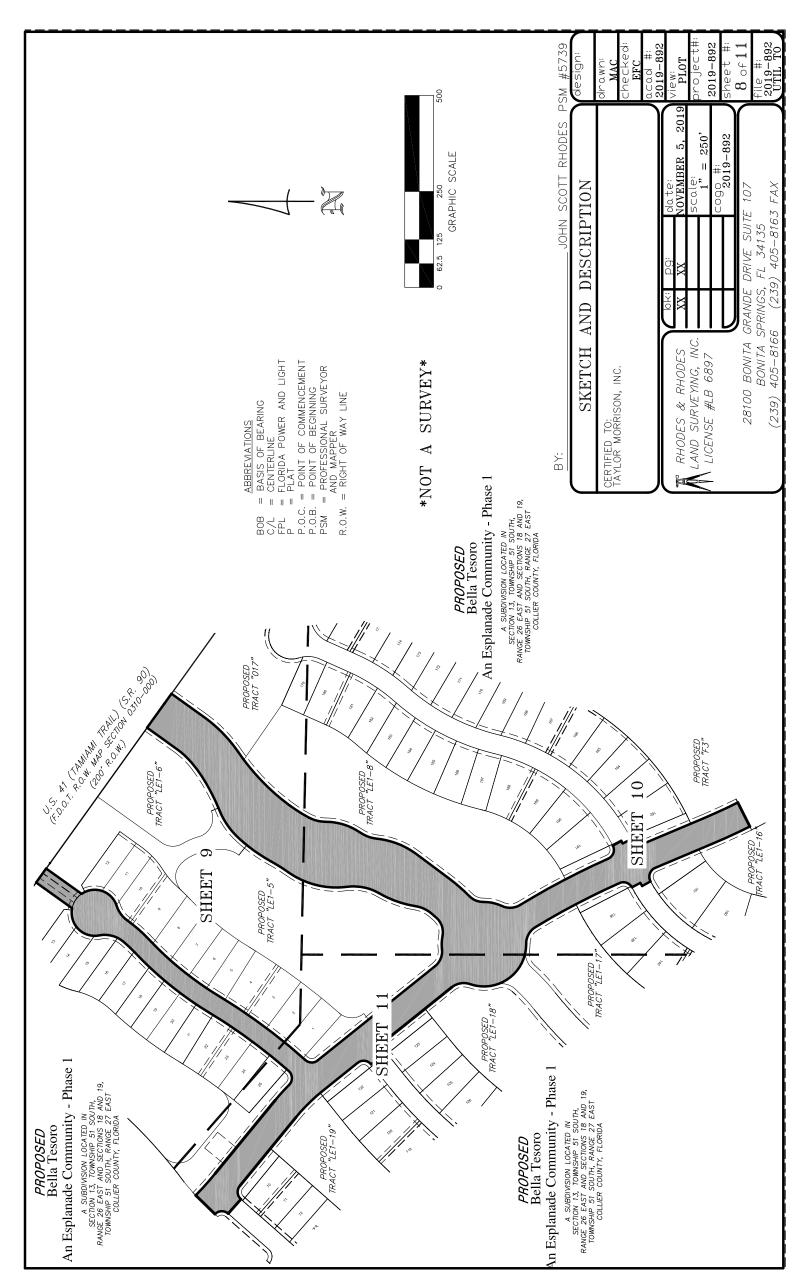
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00°31'32"EAST, 1,272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET; THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127,96 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST, 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST. 93.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 206,00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 2.035.00 FEET. THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST, 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET; THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET; THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, **RADIUS** OF 1,535.00 FEET. **THROUGH** BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST, 247.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 50.54 FEET

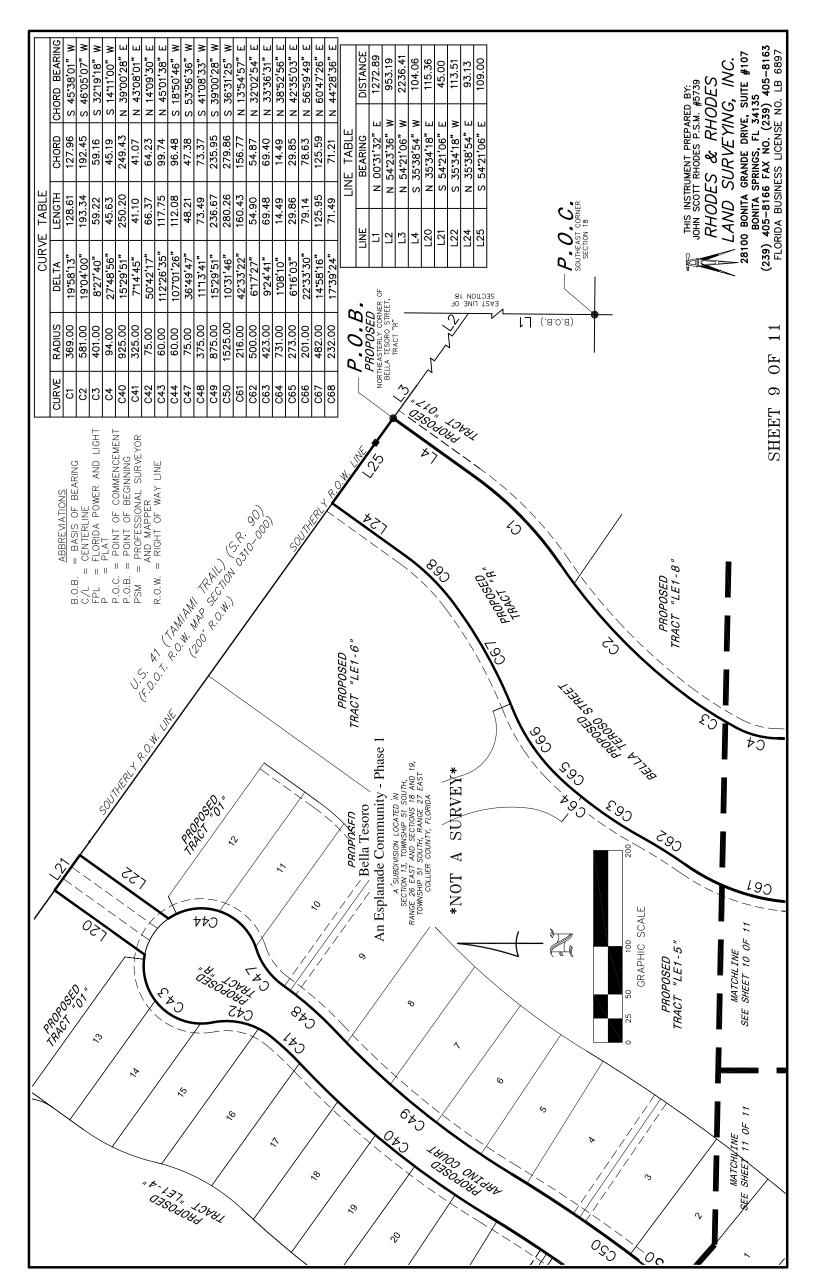
ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06" WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET, THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE. A DISTANCE OF 45.00 FEET: THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,525.00 FEET, THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A

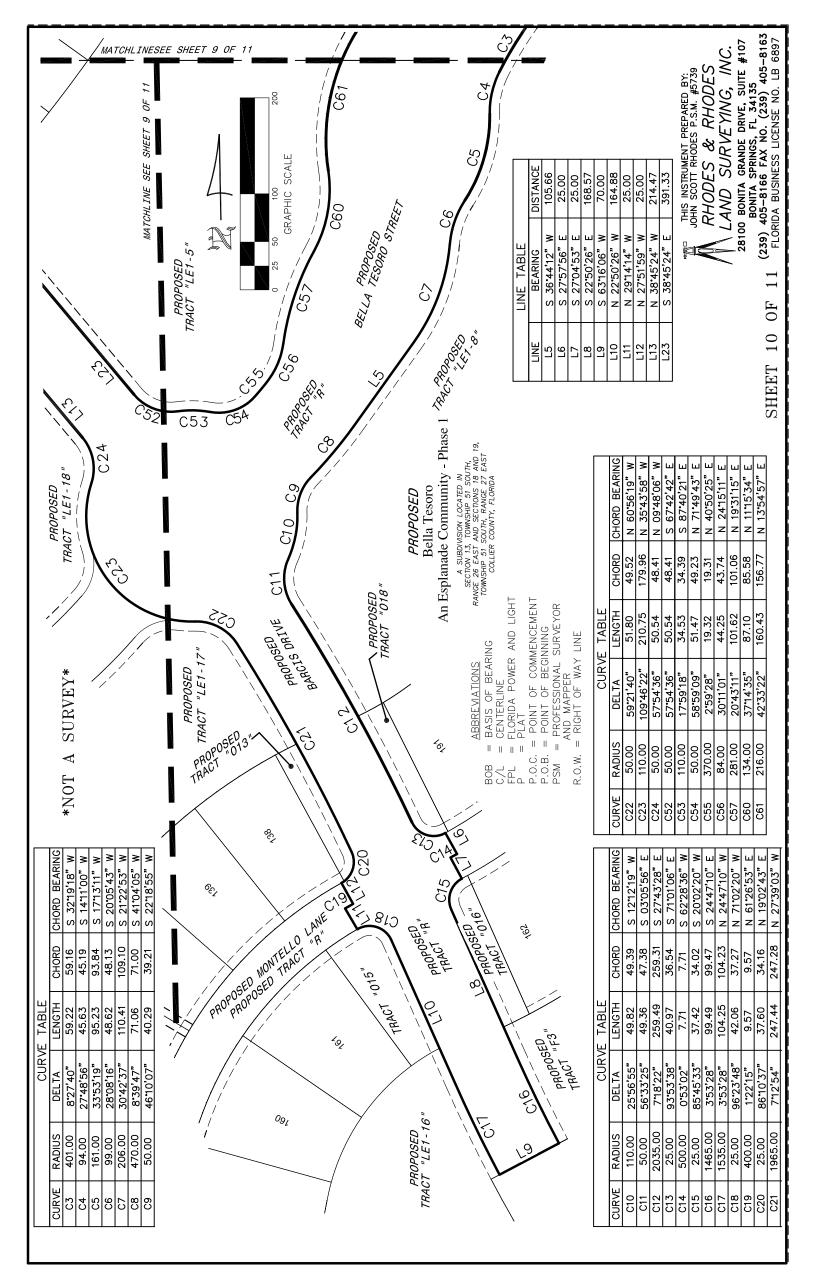
RADIUS OF 134.00 FEET, THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34" EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST, 69.40 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY. 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET; THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE POINT OF **BEGINNING.** 

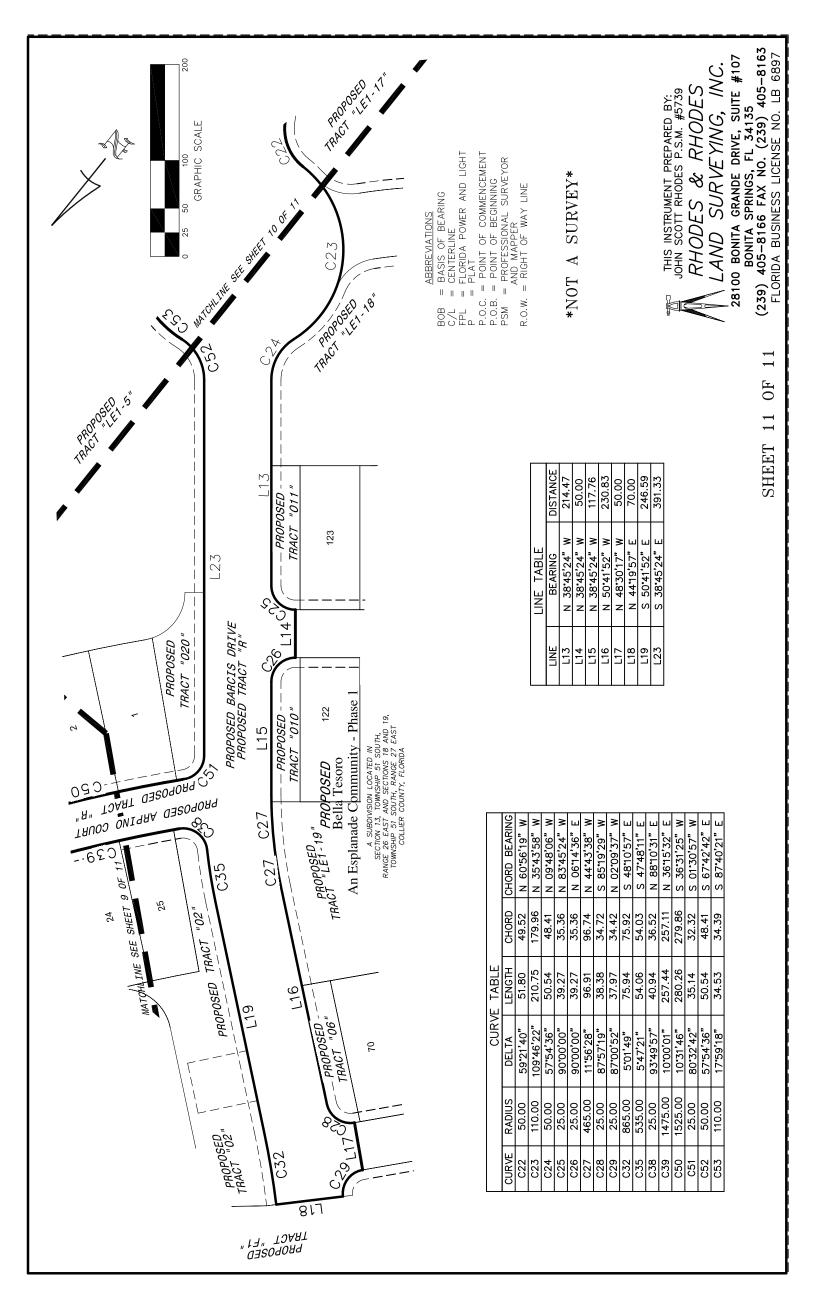
CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.

## Exhibit "B" Sketch









# OWNER'S AFFIDAVIT (Taylor Morrison of Florida, Inc. to Currents CDD) (Phase 1A)

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared Barbara Kininmonth, who to me is well known, and having been duly sworn and under oath, deposes and states:

- 1. My name is Barbara Kininmonth. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.
- 2. I am the Vice President of **TAYLOR MORRISON OF FLORIDA, INC.,** a Florida corporation, the owner of that certain real property located within Collier County, Florida, and described on **Exhibit** "A".
- 3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.
- 4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.
- 5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.
- 6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to hold Currents Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, material-man, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of Owner. Affiant is used as singular or plural, as the context requires.
- 7. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached **Exhibit "A"**.

### FURTHER AFFIANT SAYETH NAUGHT.

DATED this day of	0.
Barbara Kininmonth, Vice President	
SUBSCRIBED AND SWORN to before m	ne by means of ( ) physical presence or ( ) online
	2020, by Barbara Kininmonth, who is ( ) personally
known to me or ( ) has produced	
(SEAL)	
(SE/IE)	NOTARY PUBLIC
	Name:
	(Type or Print)
	My Commission Expires:

## Exhibit "A" Legal Description

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00°31'32"EAST. 1.272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET: THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE POINT OF **BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST. 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET. THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST, 93.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY,

HAVING A RADIUS OF 206.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2.035.00 FEET, THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST, 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET: THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET: THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND

BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,535.00 FEET, THROUGH A BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHWESTERLY. HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST, 247.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06" WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET;

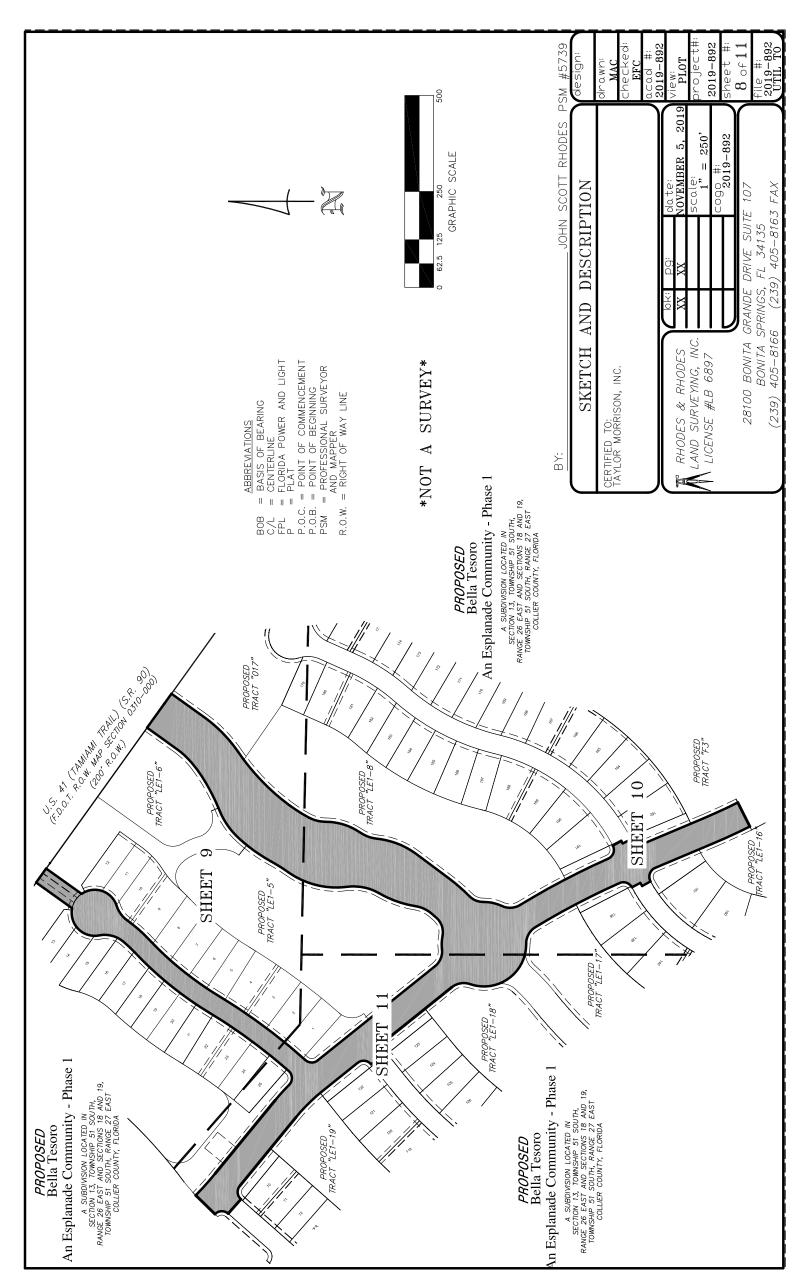
THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET: THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE: THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY. 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET. THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET

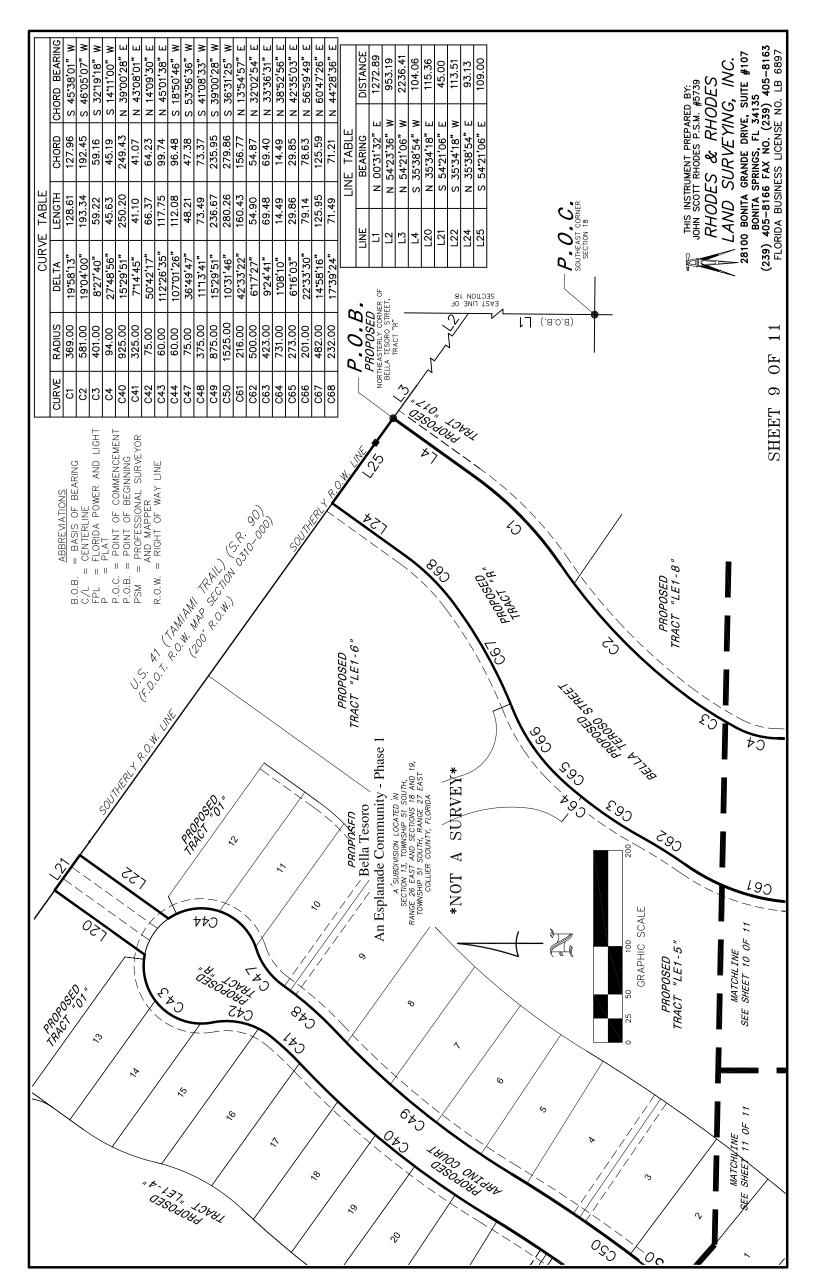
TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1.525.00 FEET. THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE

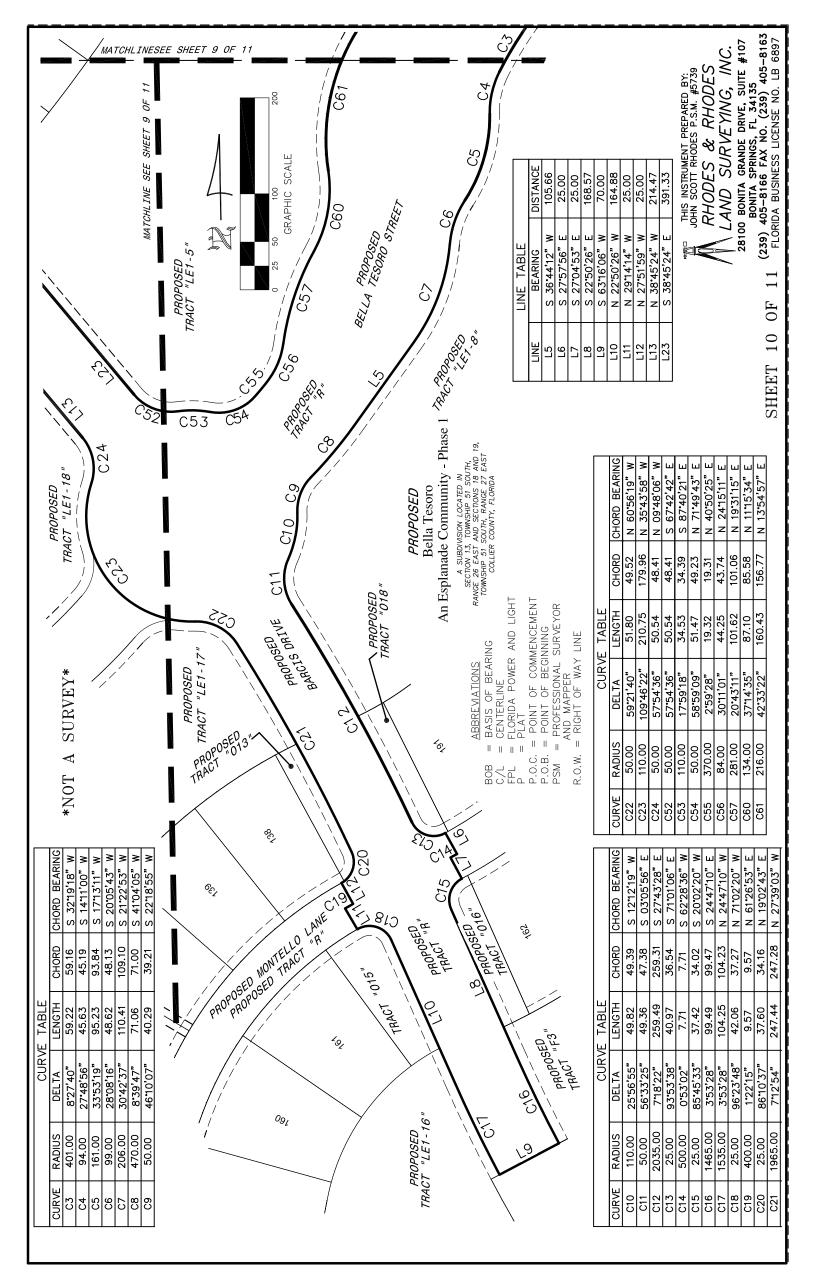
SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 134.00 FEET. THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34" EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY. HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST, 69.40 FEET

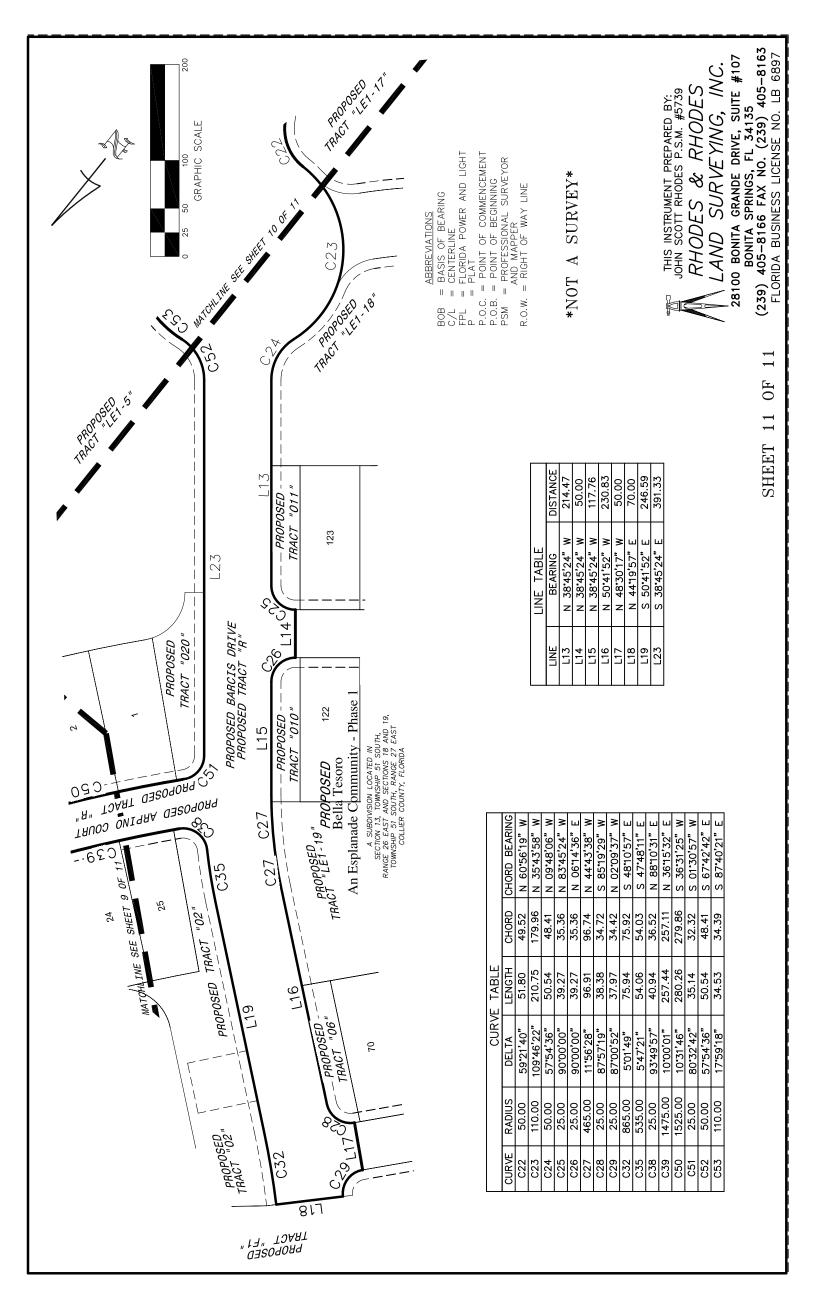
TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHEASTERLY, 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET: THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.









Drafted by and return to:

Gregory L. Urbancic, Esq. Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103

# UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE (Currents CDD to Collier County) (Phase 1A)

THIS INDENTURE made this \_\_\_\_\_ day of March, 2020, between CURRENTS COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantor"), and BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and/or assigns (hereinafter referred to as "Grantee").

#### WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

Witnesses:		CURRENTS COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes
Signature Printed Name:		By: John Wollard, Chairman
Trinea rume.		John Wohard, Chamman
Signature		
Printed Name:		
STATE OF FLORIDA	)	
STATE OF FLORIDA  COUNTY OF	) ss. )	
or ( ) online notarization th of Currents Way Community existing pursuant to Chapter 1	nis day of _ y Development l 190, Florida Stat	nowledged before me by means of ( ) physical presence, 2020, by John Wollard, as Chairman District, a community development district established and cutes, on behalf of the district, who is ( ) personally known as evidence of identification.
(SEAL)		
		NOTARY PUBLIC
		Name:(Type or Print)
		My Commission Expires:

# Exhibit "A" Legal Description

A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

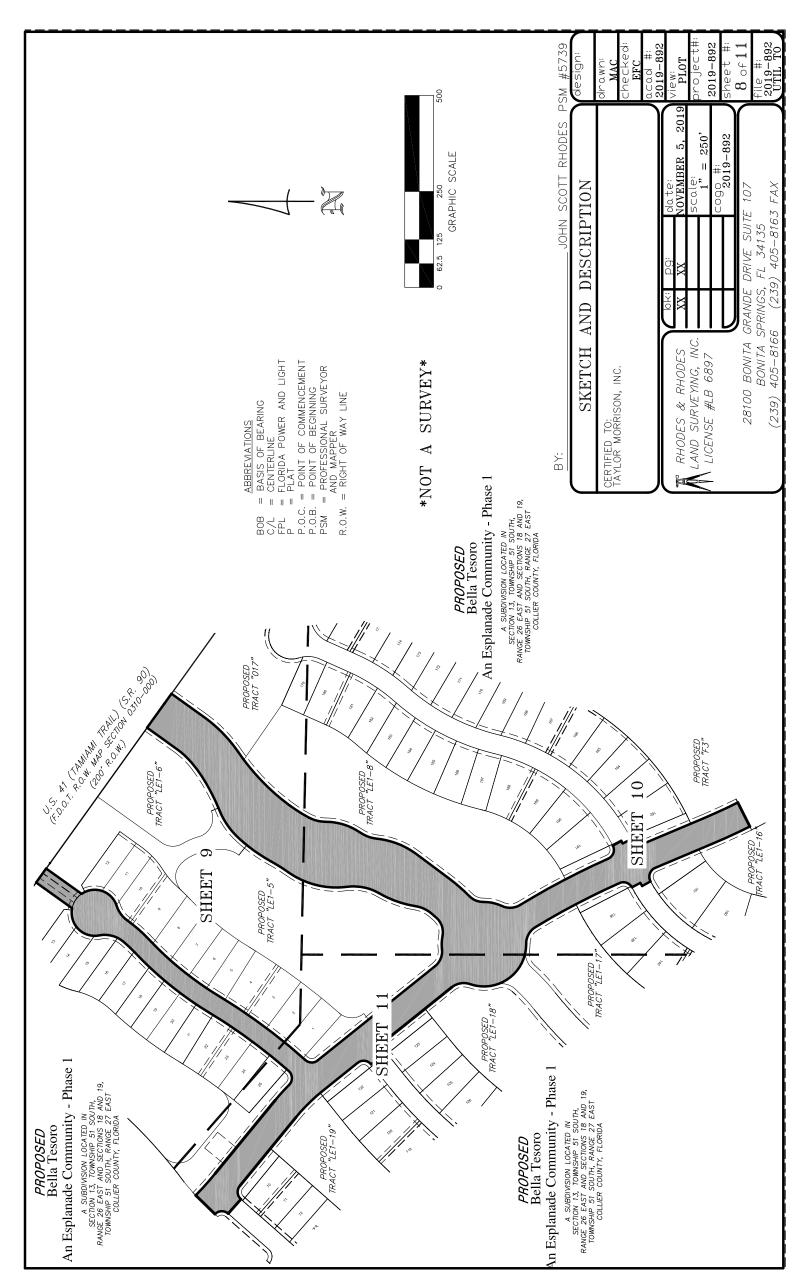
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 00°31'32"EAST, 1,272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET; THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST, 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST, 93.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 206.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,035.00 FEET, THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST, 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET; THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET; THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,535.00 FEET, THROUGH A BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET. THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST, 247.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06" WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET, THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS

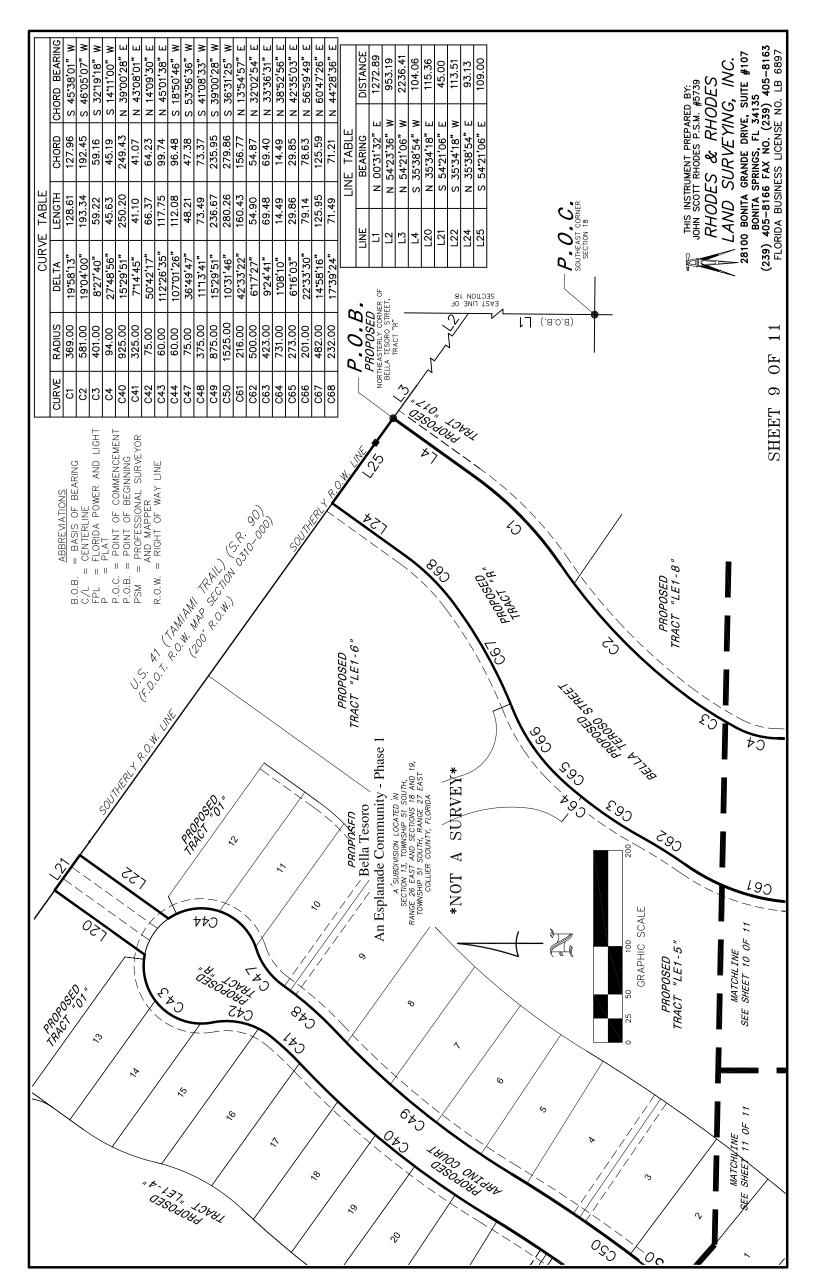
OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET: THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,525.00 FEET, THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHEASTERLY. 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 134.00 FEET, THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34"

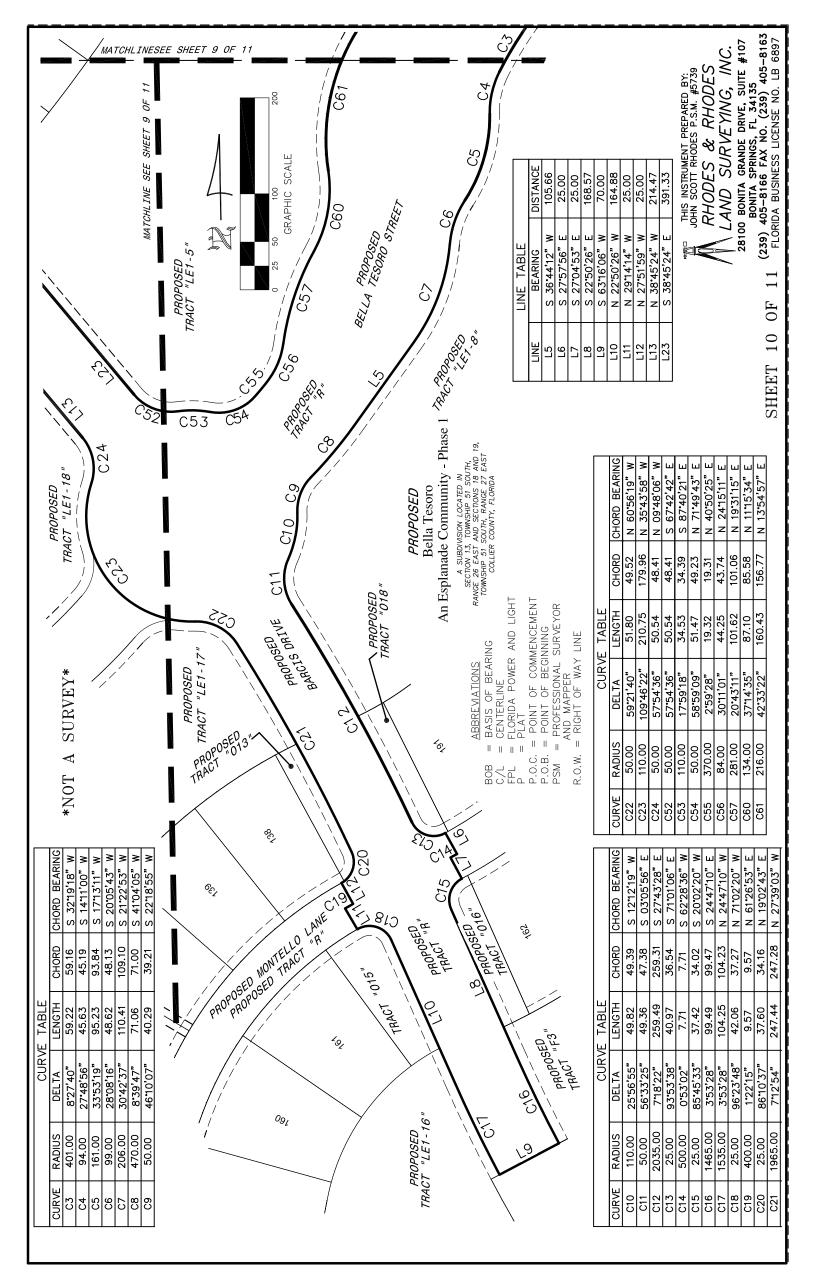
EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHEASTERLY. 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE: THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST. 69.40 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET; THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE POINT OF BEGINNING.

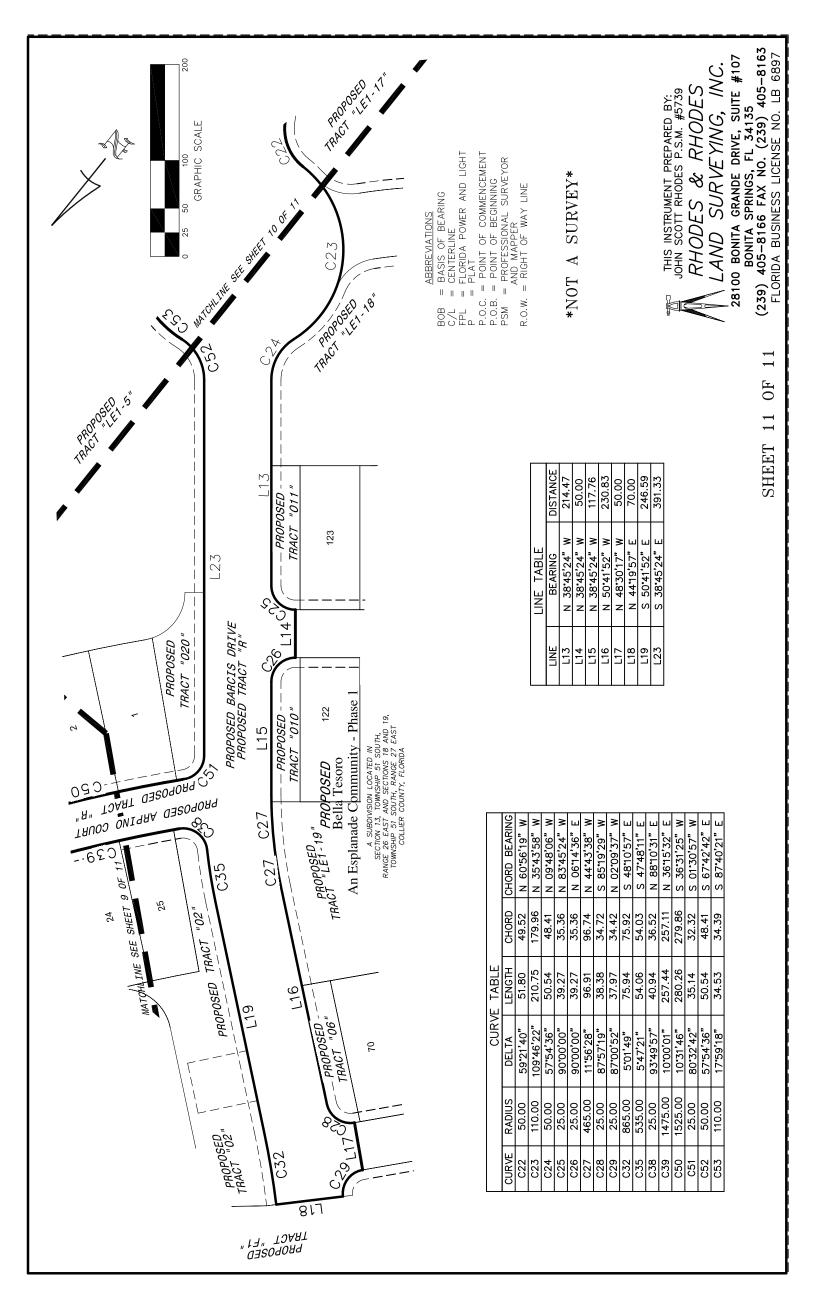
CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.

# Exhibit "B" Sketch









# OWNER'S AFFIDAVIT (Currents CDD to Collier County) (Phase 1A)

### STATE OF FLORIDA

### COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared John Wollard, who to me is well known, and having been duly sworn and under oath, deposes and states:

- 1. My name is John Wollard. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.
- 2. I am the Chairman of **CURRENTS COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, the owner of the subject utility system(s) that are located within that certain real property in Collier County, Florida, and described on Exhibit "A". Such real property is owned by Taylor Morrison of Florida, Inc., a Florida corporation, and said Exhibit "A" shows the location of the subject utility facilities being conveyed.
- 3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.
- 4. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded UCC Financing Statement, or any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the County.
- 5. Title to the subject utility system(s) or portion(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded Uniform Commercial Code Financing Statement, or by any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the utility system(s) or portion(s) thereof and/or any easement being conveyed to the County.
- 6. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.
- 7. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to the extent permitted by Florida law and without waiving any protections of sovereign immunity afforded by Florida law, to hold the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, subcontractor, supplier, mechanic, materialman, or laborer, and against

chattel mortgages, security interests	or repair of	of the subject	potable water	and wastewater	utility system(s)
or portion(s) thereof by or on behalf	of owner.	Affiant is use	ed as singular	or plural, as the	context requires.

8. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached Exhibit "A".

## FURTHER AFFIANT SAYETH NAUGHT.

DATED this day of, 2020	
John Wollard, as Chairman of Currents Community Development District	
SUBSCRIBED AND SWORN to before m notarization this day of, Community Development District, who is personally identification. Type of identification produced:	known to me as OR who produced
Notary Public My Commission Expires:	_
Printed, Typed or Stamped Name of Notary	_

# Exhibit "A" Legal Description

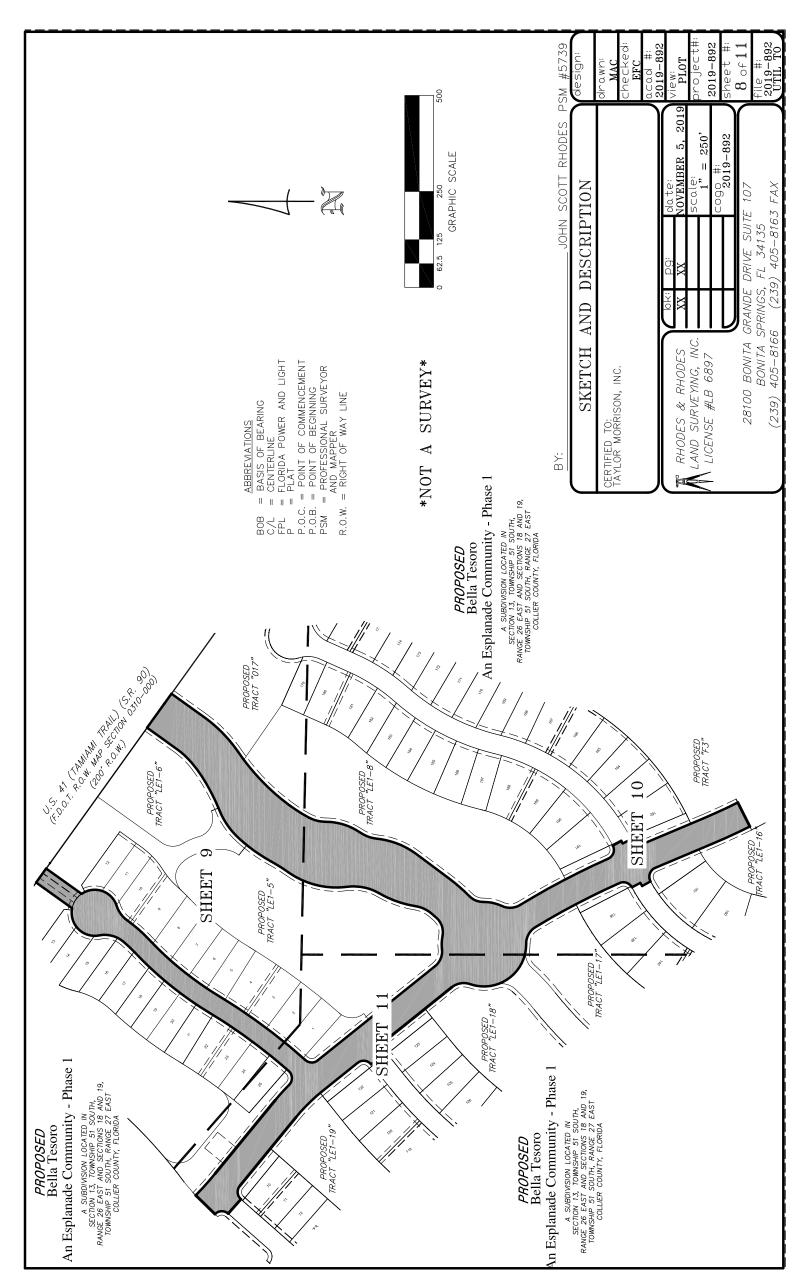
A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

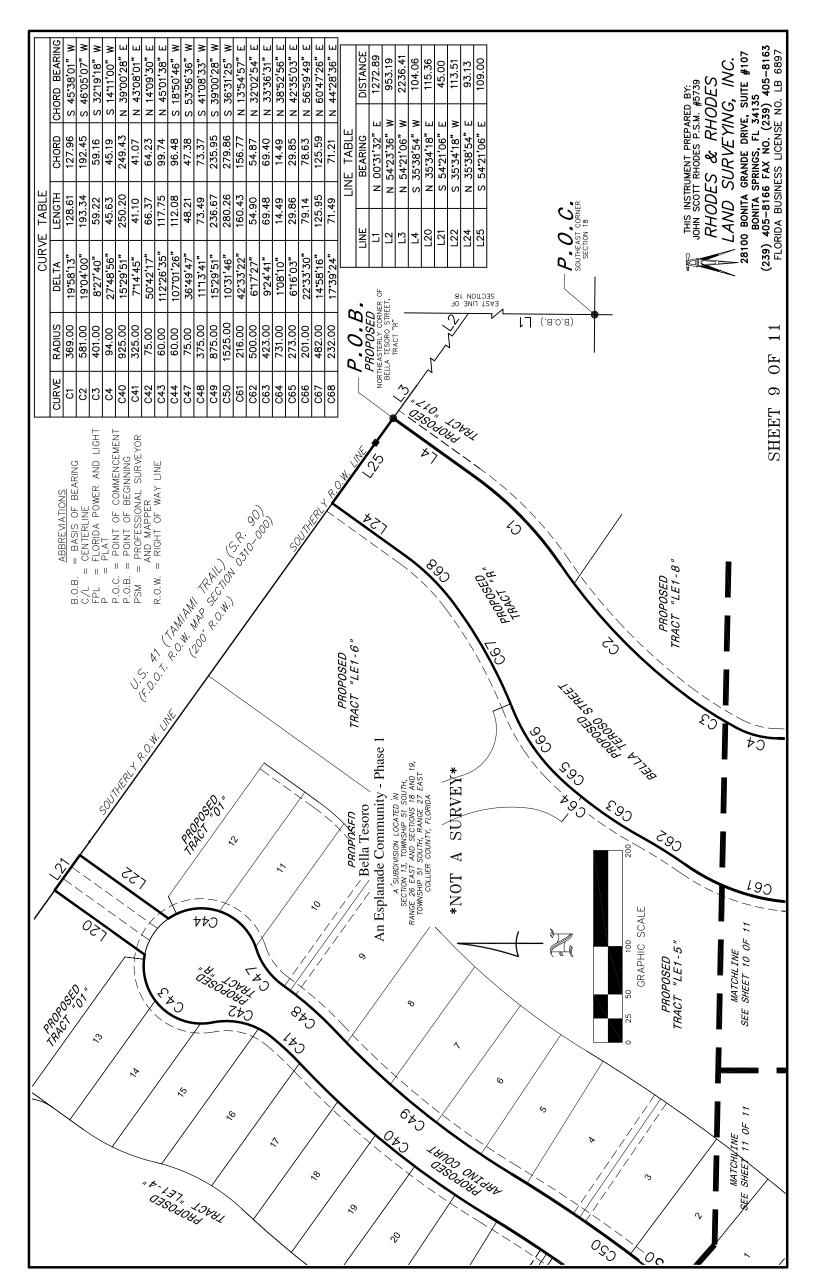
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18: THENCE NORTH 00°31'32"EAST, 1,272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET; THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST, 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST, 93.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 206.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET. THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,035.00 FEET, THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST. 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET; THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE NORTHWESTERLY. HAVING A RADIUS OF 500.00 FEET. THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET; THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,535.00 FEET, THROUGH A BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST. 247.28 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06"

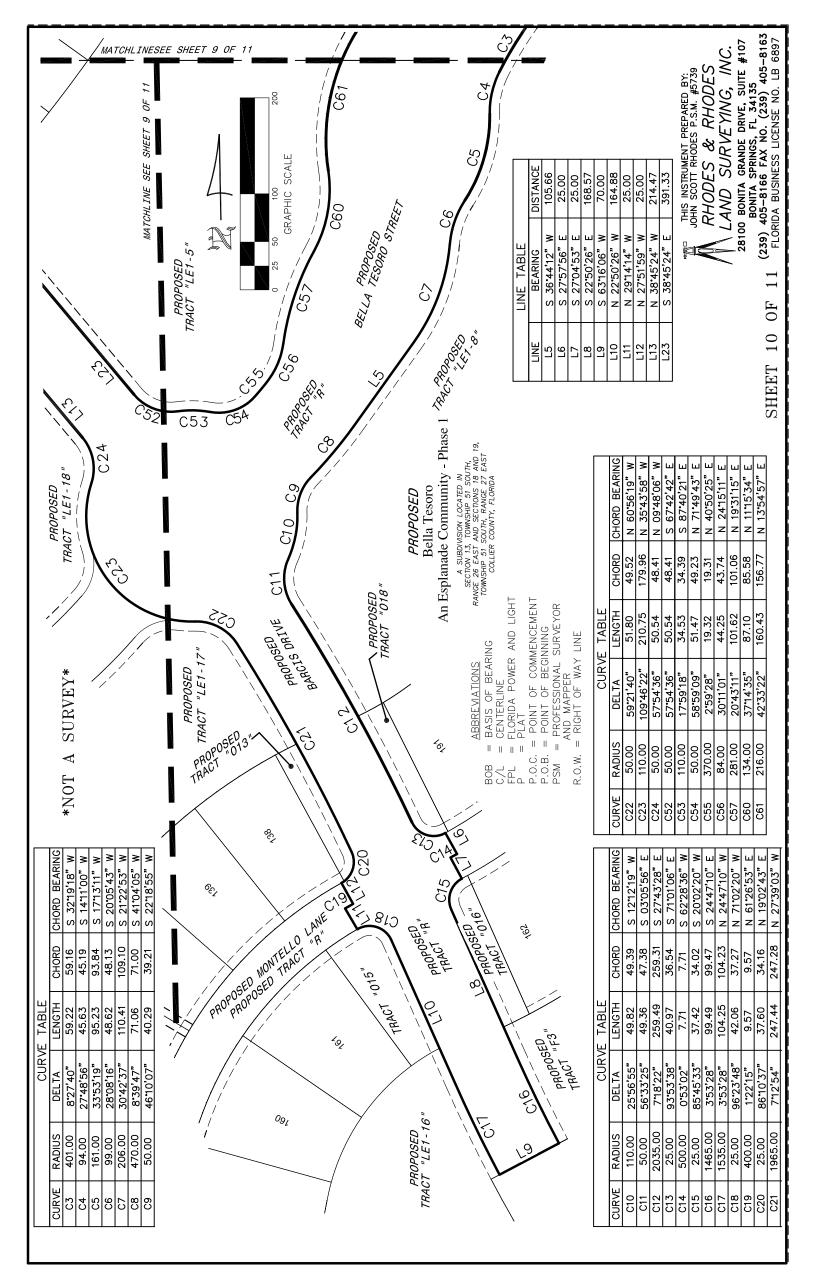
WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET: THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE: THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET, THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,525.00 FEET, THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 134.00 FEET, THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34" EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF

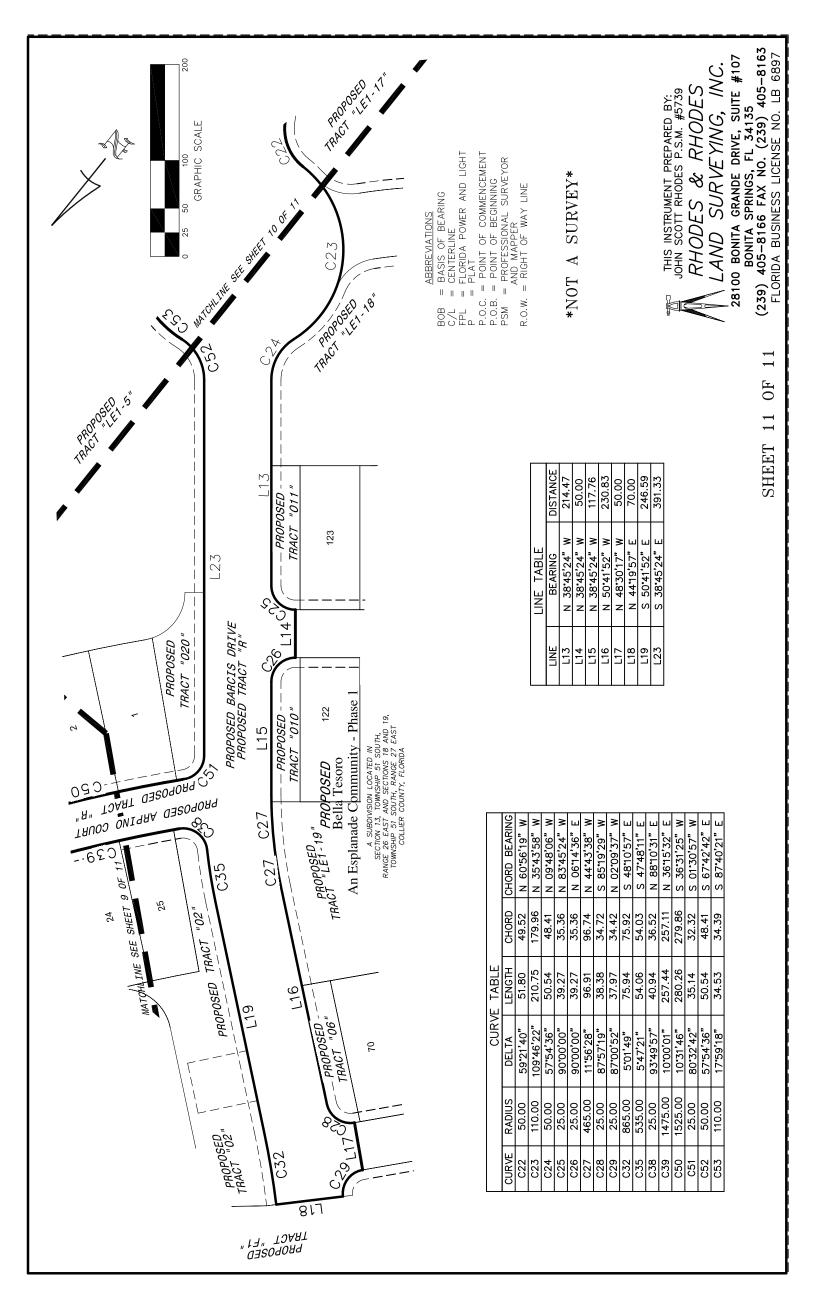
216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST, 69.40 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET; THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.









Drafted by and return to:

Gregory L. Urbancic, Esq. Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103

# ATTORNEY'S AFFIDAVIT (Currents CDD to Collier County) (Phase 1A)

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of March, 2020, personally appeared Gregory L. Urbancic, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

- 1. My name is Gregory L. Urbancic, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.
- 2. I am a licensed attorney, Florida Bar #151068, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. My business telephone number is 239-435-3535.
- 3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District to accept the dedication or conveyance of all potable water and wastewater utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida.
- 4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the County referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.

- 5. The record owner of the underlying real property described herein as Exhibit "A", is Taylor Morrison of Florida, Inc., a Florida corporation (hereinafter "Owner"). Further, according to (i) an Owner's Affidavit signed and delivered by Owner in connection with the subject conveyance, and (ii) that certain Utility Facilities Warranty Deed and Bill of Sale issued in its favor from Owner, Currents Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District"), owns the utility facilities lying within the underlying real property owned by Owner. Owner acquired record title to the subject real property by the following deeds: (i) Special Warranty Deed recorded October 30, 2018, at Official Records Book 5568, Page 3814, of the Public Records, Collier County, Florida; and (ii) Warranty Deed recorded November 2, 2018, at Official Records Book 5572, Page 457, of the Public Records, Collier County, Florida. Affiant has examined corporate information obtained from the Florida Department of State, Divisions of Corporations and based on said corporate information Owner is current, active and authorized to do business within the State of Florida. Based upon my review of the records of the District, the District is a community development district established pursuant to Chapter 190, Florida Statutes, and John Wollard, Chairman of the District, is authorized to execute these instruments on behalf of the District in conjunction with the conveyance of the subject utility systems.
- 6. Title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County is subject to the following security interests by the following instruments of record:

### **NONE**

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

[SIGNATURES COMMENCE OF FOLLOWING PAGE]

## FURTHER AFFIANT SAYETH NAUGHT.

DATED this day of	, 2020.	
	Gregory L. Urban	ICIC
notarization this day of _	SWORN to before me by means of [_] p, 2020, by Gregory L. U aced as identification.	
	Notary Public	
	My commission e	expires:
	Printed Name:	

# Exhibit "A" Legal Description

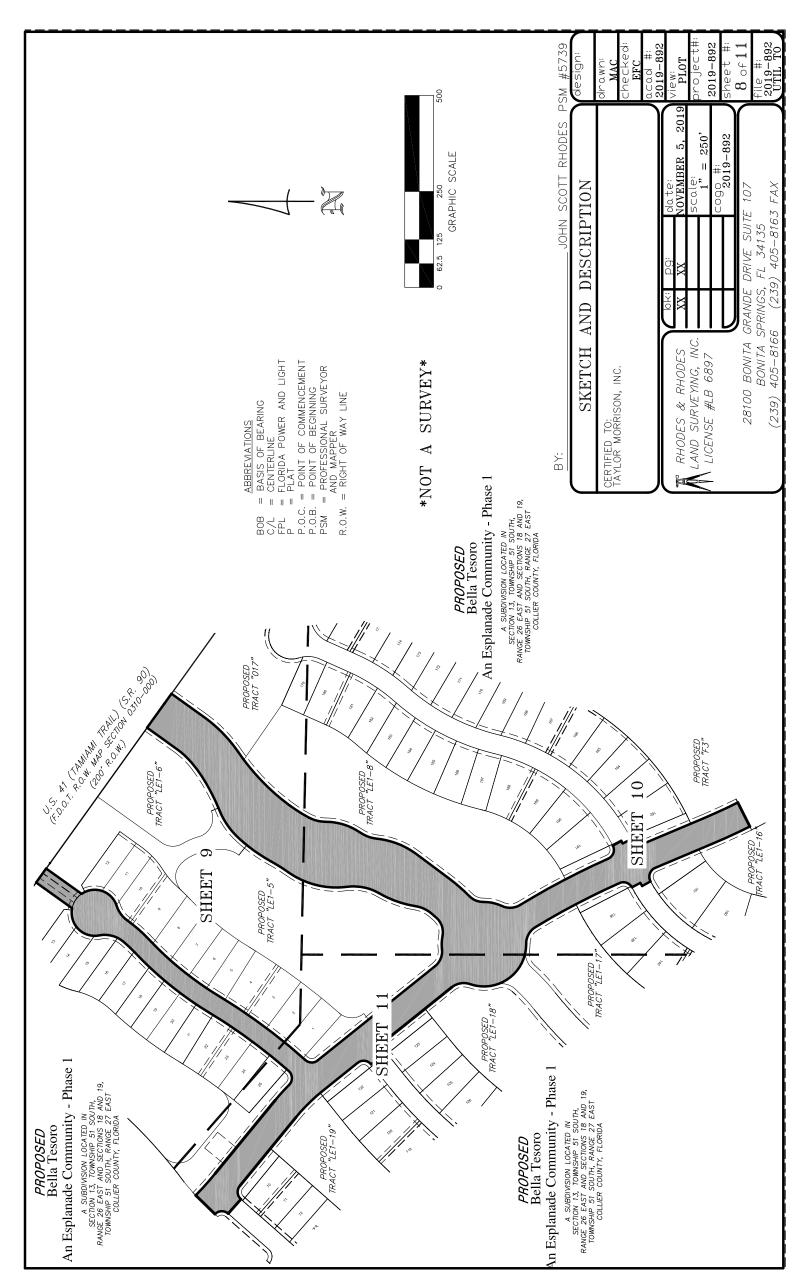
A PORTION OF LAND LYING IN SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, AS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

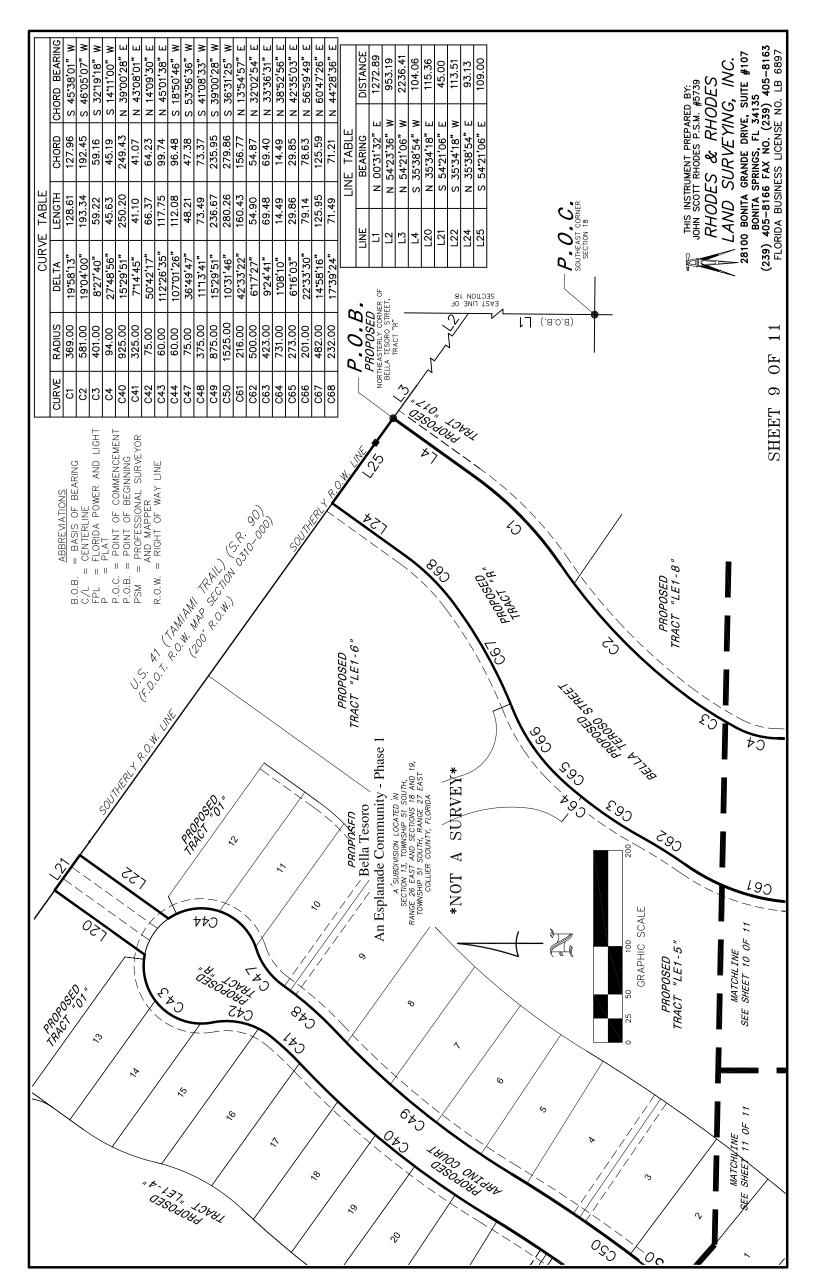
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18: THENCE NORTH 00°31'32"EAST, 1,272.89 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL) (S.R. 90), A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 54°23'36" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 953.19 FEET; THENCE NORTH 54°21'06" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,236.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 35°38'54" WEST, 104.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 128.61 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 369.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 45°38'01" WEST, 127.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 193.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 581.00 FEET, THROUGH A CENTRAL ANGLE OF 19°04'00" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°05'07" WEST, 192.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, 59.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 401.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'40" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 32°19'18" WEST, 59.16 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY, 45.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.00 FEET, THROUGH A CENTRAL ANGLE OF 27°48'56" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 14°11'00" WEST, 45.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 95.23 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 161.00 FEET, THROUGH A CENTRAL ANGLE OF 33°53'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 17°13'11" WEST, 93.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 48.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 28°08'16" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°05'43" WEST, 48.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 110.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 206.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 21°22'53" WEST, 109.10 FEET; THENCE SOUTH 36°44'12" WEST, A DISTANCE OF 105.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 71.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 08°39'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°04'05" WEST, 71.00 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHERLY, 40.29 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°10'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°18'55" WEST, 39.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET. THROUGH A CENTRAL ANGLE OF 25°56'55" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°12'19" WEST, 49.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 49.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 56°33'25" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°05'56" EAST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 259.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,035.00 FEET, THROUGH A CENTRAL ANGLE OF 07°18'22" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 27°43'28" EAST. 259.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°53'38" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°01'06" EAST, 36.54 FEET; THENCE SOUTH 27°57'56" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 7.71 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET. THROUGH A CENTRAL ANGLE OF 00°53'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 62°28'36" WEST, 7.71 FEET; THENCE SOUTH 27°04'53" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 37.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 85°45'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 20°02'20" WEST, 34.02 FEET; THENCE SOUTH 22°50'26" EAST, A DISTANCE OF 168.57 FEET TO A POINT OF CURVATURE: THENCE SOUTHEASTERLY, 99.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,465.00 FEET, THROUGH A CENTRAL ANGLE OF 03°53'28" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 24°47'10" EAST, 99.47 FEET; THENCE SOUTH 63°16'06" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHWESTERLY, 104.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,535.00 FEET, THROUGH A BEARS NORTH 24°47'10" WEST, 104.23 FEET; THENCE NORTH 22°50'26" WEST, A DISTANCE OF 164.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 42.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 96°23'48" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°02'20" WEST, 37.27 FEET; THENCE NORTH 29°14'14" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHEASTERLY, 9.57 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 01°22'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 61°26'53" EAST, 9.57 FEET; THENCE NORTH 27°51'59" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 37.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°10'37" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°02'43" EAST, 34.16 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHWESTERLY, 247.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,965.00 FEET, THROUGH A CENTRAL ANGLE OF 07°12'54" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 27°39'03" WEST. 247.28 FEET TO A POINT OF COMPOUND CURVATURE: THENCE NORTHWESTERLY, 51.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 59°21'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°56'19" WEST, 49.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 210.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 109°46'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 35°43'58" WEST, 179.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 09°48'06"

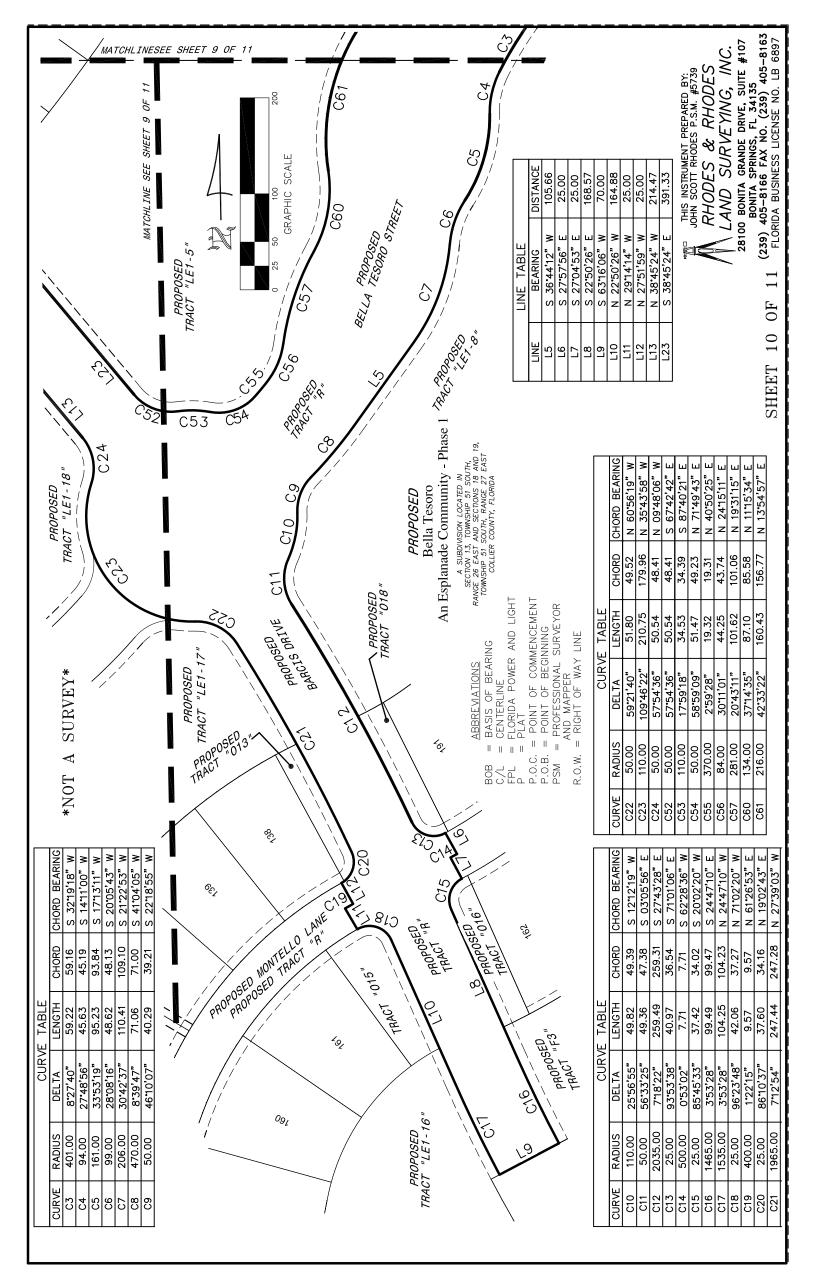
WEST, 48.41 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 214.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°45'24" WEST, 35.36 FEET: THENCE NORTH 38°45'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE NORTHERLY, 39.27 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 06°14'36" EAST, 35.36 FEET; THENCE NORTH 38°45'24" WEST, A DISTANCE OF 117.76 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 96.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 465.00 FEET, THROUGH A CENTRAL ANGLE OF 11°56'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°43'38" WEST, 96.74 FEET; THENCE NORTH 50°41'52" WEST, A DISTANCE OF 230.83 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 38.38 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°57'19" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°19'29" WEST, 34.72 FEET; THENCE NORTH 48°30'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE: THENCE NORTHERLY, 37.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 87°00'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°09'37" WEST, 34.42 FEET; THENCE NORTH 44°19'57" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY, 75.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 865.00 FEET, THROUGH A CENTRAL ANGLE OF 05°01'49" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 48°10'57" EAST, 75.92 FEET; THENCE SOUTH 50°41'52" EAST, A DISTANCE OF 246.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 54.06 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 535.00 FEET, THROUGH A CENTRAL ANGLE OF 05°47'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 47°48'11" EAST, 54.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 40.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 93°49'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 88°10'31" EAST, 36.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 257.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 10°00'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 36°15'32" EAST, 257.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 250.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 925.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 39°00'28" EAST, 249.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 41.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 07°14'45" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 43°08'01" EAST, 41.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY, 66.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°42'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 14°09'30" EAST, 64.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 117.75 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 112°26'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°01'38" EAST, 99.74 FEET; THENCE NORTH 35°34'18" EAST, A DISTANCE OF 115.36 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 35°34'18" WEST, A DISTANCE OF 113.51 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 112.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 107°01'26" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 18°50'46" WEST, 96.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 48.21 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 36°49'47" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 53°56'36" WEST, 47.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 73.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 11°13'41" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 41°08'33" WEST, 73.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 236.67 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 875.00 FEET, THROUGH A CENTRAL ANGLE OF 15°29'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 39°00'28" WEST, 235.95 FEET TO A POINT OF REVERSE CURVATURE: THENCE SOUTHWESTERLY, 280.26 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,525.00 FEET, THROUGH A CENTRAL ANGLE OF 10°31'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 36°31'25" WEST, 279.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, 35.14 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 80°32'42" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 01°30'57" WEST, 32.32 FEET; THENCE SOUTH 38°45'24" EAST, A DISTANCE OF 391.33 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 50.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 57°54'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 67°42'42" EAST, 48.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 34.53 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 17°59'18" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 87°40'21" EAST, 34.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 51.47 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 58°59'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°49'43" EAST, 49.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 19.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 02°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°50'25" EAST, 19.31 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 44.25 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 84.00 FEET, THROUGH A CENTRAL ANGLE OF 30°11'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 24°15'11" EAST, 43.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 281.00 FEET, THROUGH A CENTRAL ANGLE OF 20°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 19°31'15" EAST, 101.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 87.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 134.00 FEET, THROUGH A CENTRAL ANGLE OF 37°14'35" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°15'34" EAST, 85.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 160.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF

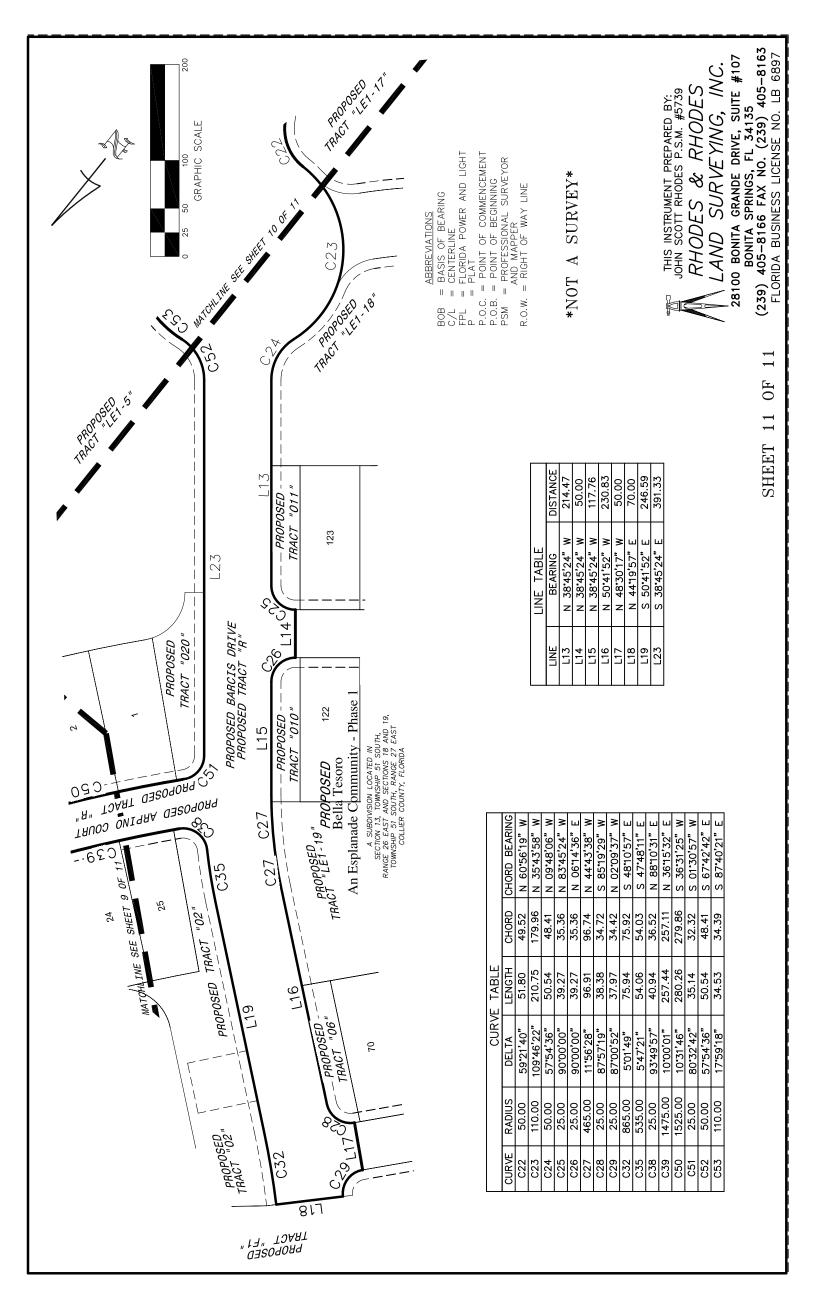
216.00 FEET, THROUGH A CENTRAL ANGLE OF 42°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°54'57" EAST, 156.77 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 54.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 06°17'27" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°02'54" EAST, 54.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 69.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 423.00 FEET, THROUGH A CENTRAL ANGLE OF 09°24'41" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 33°36'31" EAST, 69.40 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 14.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 731.00 FEET, THROUGH A CENTRAL ANGLE OF 01°08'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 38°52'56" EAST, 14.49 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 29.86 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH A CENTRAL ANGLE OF 06°16'03" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 42°35'03" EAST, 29.85 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 79.14 FEET ALONG THE ARC OF A CIRCULAR CURVE. CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 201.00 FEET, THROUGH A CENTRAL ANGLE OF 22°33'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 56°59'49" EAST, 78.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, 125.95 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 482.00 FEET, THROUGH A CENTRAL ANGLE OF 14°58'16" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 60°47'26" EAST, 125.59 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, 71.49 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 232.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°28'36" EAST, 71.21 FEET; THENCE NORTH 35°38'54" EAST, A DISTANCE OF 93.13 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 54°21'06" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 109.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 327,544 SQUARE FEET OR 7.52 ACRES, MORE OR LESS.









#### **RESOLUTION NO. 2020-10**

A RESOLUTION OF THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$50,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2020 THE PROCEEDS OF WHICH WILL BE APPLIED, TOGETHER WITH OTHER AVAILABLE FUNDS, TO CURRENTLY REFUND AND REDEEM ITS BOND ANTICIPATION NOTE, SERIES 2019, **CURRENTLY OUTSTANDING IN THE ORIGINAL PRINCIPAL AMOUNT OF** \$13,665,000, AND FINANCE A PORTION OF THE COST OF A SERIES PROJECT CONSISTING OF CERTAIN INFRASTRUCTURE AND FACILITIES BENEFITING CERTAIN DISTRICT LANDS, PAYING CAPITALIZED INTEREST ON A PORTION OF THE SERIES 2020 BONDS, FUNDING THE SERIES RESERVE ACCOUNT FOR THE SERIES 2020 BONDS AND PAYING COSTS OF ISSUANCE OF THE SERIES 2020 BONDS, AS MORE FULLY DESCRIBED HEREIN; APPROVING A SECOND SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE SERIES 2020 BONDS AND AUTHORIZING THE EXECUTION THEREOF; RATIFYING THE APPOINTMENT OF A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2020 BONDS; PROVIDING FOR REDEMPTION OF THE SERIES 2019 NOTE AND FOR REDEMPTION OF THE SERIES 2020 BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A BOND PURCHASE CONTRACT PROVIDING FOR THE NEGOTIATED SALE OF THE SERIES 2020 BONDS; DELEGATING TO THE CHAIRPERSON OR VICE-CHAIRPERSON, OR IN THEIR ABSENCE ANY MEMBER OF THE BOARD OF SUPERVISORS, THE AUTHORITY TO AWARD THE SERIES 2020 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE SERIES 2020 BONDS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE SERIES 2020 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT: AUTHORIZING PREPARATION OF PRELIMINARY AND FINAL SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORTS AND AN UPDATE AND/OR SUPPLEMENT TO THE ENGINEERS' REPORT AND THE USE OF SUCH REPORTS IN THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM, AS APPLICABLE, FOR THE SERIES 2020 BONDS; PROVIDING FOR MISCELLANEOUS MATTERS AND AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CURRENTS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS.** The Board of Supervisors (the "Board") of the Currents Community Development District (the "District" or the "Issuer") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (as set forth in Ordinance No. 19-14 enacted by Collier County, Florida, which became effective on June 27, 2019 [the "Ordinance"]) and other applicable provisions of law (collectively, the "Act"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Series 2020 Indenture (hereinafter defined) or in the First Supplemental Indenture (hereinafter defined).

#### SECTION 2. FINDINGS.

- A. The Issuer is a community development district, a local unit of special purpose government organized and existing under and pursuant to the Act. The Issuer was established for the purpose, among other things, of delivering certain community development services and facilities as authorized by the Act, including planning, financing, constructing, acquiring, owning, operating and maintaining the "Series Projects" and "Additional Series Projects."
- B. The Issuer is empowered by the Act to provide projects such as the Series Projects and Additional Series Projects. Pursuant to Resolution No. 2019-20 adopted by the Board on September 11, 2019 (the "Authorizing Resolution") the Issuer has found and determined that acquisition and construction of Series Projects and Additional Series Projects is and will be necessary and desirable in serving the Issuer's goal of properly managing the acquisition, construction, and operation of portions of the infrastructure specially benefiting District Lands. Pursuant to the Authorizing Resolution, the Issuer, among other matters, authorized the issuance of the Issuer's Capital Improvement Revenue Bonds (the "Bonds") in an amount not exceeding \$90,620,000 (excluding Bonds issued to refund such Bonds) to finance the Cost of Series Projects and Additional Series Projects, approved the form of a master trust indenture relating to such Bonds, and authorized the issuance of the Bonds in one or more Series and bond anticipation notes from time to time pursuant to the master trust indenture and a related supplemental indenture to be approved by subsequent resolution of the Board of the Issuer.
- C. The Bonds have been validated by a final judgment of the Circuit Court in and for Collier County, Florida and the time for taking an appeal from such final judgment has expired without an appeal being taken.
- D. Pursuant to the authority of the Authorizing Resolution and Resolution No. 2019-11 adopted by the Board on September 11, 2019, as amended by Resolution No. 2020-5 adopted by the Board on October 14, 2019 (collectively, the "2019 Award Resolution"), the Issuer has previously issued its Bond Anticipation Note, Series 2019 in the original aggregate principal amount of \$13,665,000, all of which is presently Outstanding (the "Series 2019 Note"). In connection therewith, the Issuer and U.S. Bank National Association, as trustee (the "Trustee") entered into a Master Trust Indenture dated as of October 1, 2019 (the "Master Indenture"),

substantially in the form approved by the Authorizing Resolution, and a First Supplemental Trust Indenture dated as of October 1, 2019, substantially in the form approved by the 2019 Award Resolution (the "First Supplemental Indenture"). Proceeds of the Series 2019 Note were applied as provided in the 2019 Award Resolution and the First Supplemental Indenture to finance the acquisition of certain land planned to be improved as part of the construction, acquisition, equipping and/or improvement of all or a portion of the stormwater-related and/or wetlands-related infrastructure and facilities included in the Capital Improvement Program, as described in the Engineer's Report, and the acquisition and/or construction of additional components of the Capital Improvement Program (collectively, the "Series 2019 Project"). The Series 2019 Note matures on November 1, 2020. The 2019 Award Resolution also authorized the issuance of a Future Series of Bonds for the purpose of paying the principal of the Series 2019 Note and unpaid interest accrued thereon at maturity or earlier permitted redemption and for such other purposes as set forth in subsequent proceedings of the Board.

- E. The Issuer hereby determines that is necessary and appropriate, and in the best interests of the District and serves a public purpose, to issue its Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in an aggregate principal amount not exceeding \$50,000,000. Proceeds of the Series 2020 Bonds will be applied as provided in Section 3 below. The Series 2020 Bonds shall be issued as a Series of Bonds within the meaning of the Master Indenture and as the Future Bonds within the meaning of the 2019 Award Resolution, all as shall be more fully provided in the Master Indenture and in the Second Supplemental Indenture to be executed and delivered by the Issuer and the Trustee prior to the issuance of the Series 2020 Bonds (the Master Indenture, as supplemented by the Second Supplemental Indenture, being referred to as the "Series 2020 Indenture").
- F. Due to the present volatility of the market for tax-exempt obligations such as the Series 2020 Bonds and the complexity of the transactions relating to the Series 2020 Bonds, it is in the best interests of the Issuer to sell the Series 2020 Bonds by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Issuer to enter the market at the most advantageous time and to obtain the best possible price and interest rate for the Series 2020 Bonds.
- G. The Issuer now desires to authorize the application of the proceeds of the Series 2020 Bonds and to approve various instruments in connection therewith, including the Second Supplemental Indenture.
- SECTION 3. AUTHORIZATION OF CURRENT REFUNDING AND REDEMPTION OF SERIES 2019 NOTE, SERIES 2020 PROJECT AND SERIES 2020 BONDS. The current refunding and redemption of the Series 2019 Note on the date of issuance of the Series 2020 Bonds is hereby authorized and approved. For purposes hereof, the "Series 2020 Project" shall mean the financing, construction, acquisition, equipping and/or improvement of a portion of the infrastructure improvements and facilities described comprising the Capital Improvement Program in the Engineers' Report, as same may be modified, amended or supplemented, as same

shall be further defined in the Series 2020 Indenture. The Series 2020 Project is hereby authorized and approved and shall constitute a Series Project within the meaning of the Master Indenture.

Subject to the provisions of Section 6 hereof, the Issuer hereby authorizes the issuance of the Series 2020 Bonds in the aggregate principal amount of not exceeding \$50,000,000 to be known as the "Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (with such additional Series designation as may be necessary and appropriate). Proceeds of the Series 2020 Bonds will be applied, together with other available funds on deposit with the Trustee under the First Supplemental Indenture, to (i) accomplish the current refunding and redemption, on the date of issuance of the Series 2020 Bonds, of the Outstanding principal amount of the Series 2019 Note; (ii) finance the construction, acquisition, equipping and/or improvement of the Series 2020 Project; (iii) pay Capitalized Interest on the portion of the Series 2020 Bonds relating to the Series 2020 Project; (iv) fund the account in the Reserve Fund for the Series 2020 Bonds; and (v) pay costs of issuance of the Series 2020 Bonds. Proceeds of the Series 2020 Bonds to be applied to pay Costs of the Series 2020 Project may include payment for any portions of the Series 2020 Project acquired by the Issuer prior to the date of issuance of the Series 2020 Bonds but for which the acquisition price has not yet been paid.

Prior to or contemporaneously with the issuance and delivery of the Series 2020 Bonds, the Issuer and U.S. Bank National Association, as the Trustee, shall enter into the Second Supplemental Trust Indenture relating to the Series 2020 Bonds, supplementing the Master Indenture (the "Second Supplemental Indenture"). The Second Supplemental Indenture shall be substantially in the form attached hereto as Exhibit A, with such insertions, modifications and changes as may be approved by the District Manager of the Issuer (the "District Manager"), in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairperson of the Board (the "Chairperson") or the Vice-Chairperson of the Board (the "Vice-Chairperson"), or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary of the Board (the "Secretary") or any Assistant Secretary of the Board (each, an "Assistant Secretary") is hereby authorized and directed to attest, the Second Supplemental Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the Second Supplemental Indenture from the form thereof approved by the Issuer.

Prior to the issuance of the Series 2020 Bonds the Issuer shall comply with the conditions precedent to the issuance of the Series 2020A Bonds set forth in the Series 2020 Indenture. The Series 2020 Bonds shall be substantially in the form attached as an exhibit to the Second Supplemental Indenture and shall be executed on behalf of the Issuer in the manner provided in the Series 2020 Indenture. Upon satisfaction of the conditions precedent to the issuance of the Series 2020 Bonds set forth in the Series 2020 Indenture, the Chairperson or Vice-Chairperson, or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Series 2020 Bonds and to deliver the Series 2020 Bonds as provided in the Series 20201 Indenture.

The appointment of U.S. Bank National Association as Trustee with respect to the Series 2020 Bonds is hereby ratified, authorized and approved.

The Series 2020 Bonds shall be issued in fully registered form, without coupons. The Series 2020 Bonds will be dated their date of delivery or such other date as is set forth in the Second Supplemental Indenture and will be issued in the Authorized Denominations set forth in the Series 2020 Indenture. The Series 2020 Bonds will bear interest payable semi-annually on November 1 and May 1 of each year, commencing on such date as set forth in the Second Supplemental Indenture. Subject to the provisions of Section 6 hereof, the Series 2020 Bonds shall mature, and shall bear interest at a rate per annum, which shall not exceed the maximum rate permitted by law, as shall be specified in the Second Supplemental Indenture. A book-entry-only system of registration is hereby authorized for the Series 2020 Bonds.

The Series 2019 Note shall be redeemed at a redemption price of 100% of the Outstanding principal amount thereof (expressed as a percentage of such principal amount to be redeemed), plus accrued interest to the redemption date (which shall be the date of issuance of the Series 2020 Bonds). The Trustee is hereby authorized to give conditional notice of the redemption of the Series 2019 Note to the owners of the Series 2019 Note pursuant to the Master Indenture, as supplemented by the First Supplemental Indenture. The Series 2020 Assessment Proceedings shall provide for the Series 2019 Assessments imposed in connection with the Series 2020 Bonds.

SECTION 4. REDEMPTION PROVISIONS. Subject to the provisions of Section 6 hereof, the Series 2020 Bonds shall be subject to optional redemption, mandatory redemption and extraordinary redemption, as shall be provided in the Series 2020 Indenture. The Series 2020 Bonds shall be issued as Term Bonds and the principal amounts required to be deposited in each year to the Series 2020 Sinking Fund Account established for the Series 2020 Bonds in the Series 2020 Indenture shall be as specified in the Series 2020 Indenture and shall constitute the Amortization Installments for the Series 2020 Bonds, as more fully set forth in the Series 2020 Indenture.

SECTION 5. APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS. The proceeds derived from the sale of the Series 2020 Bonds and amounts on deposit with the Trustee in the funds and accounts relating to the Series 2019 Note established under the First Supplemental shall be applied by the Issuer simultaneously with the delivery of the Series 2020 Bonds for the purposes stated in, and in a manner consistent with, the Series 2020 Indenture. The specific amounts to be deposited in the Series 2020 Pledged Funds established under the Series 2020 Indenture shall be as set forth in the Second Supplemental Indenture or a certificate executed by the Chairperson or Vice-Chairperson and delivered at the time of issuance of the Series 2020 Bonds.

**SECTION 6. SALE OF THE SERIES 2020 BONDS.** The Series 2020 Bonds shall be sold to FMSbonds, Inc., as the underwriter (the "Underwriter"), upon the terms and conditions set

forth in the Bond Purchase Contract attached hereto as Exhibit B (the "Bond Purchase Contract"). Said Bond Purchase Contract, substantially in the form attached hereto, is hereby approved, with such insertions, modifications and changes as may be approved by the District Manager, in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairperson or Vice-Chairperson, or in their absence, any member of the Board, is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Bond Purchase Contract and to accept the disclosure and truth-in-bonding statement to be provided by the Underwriter pursuant to Section 218.385, Florida Statutes; provided, however that the terms of such Bond Purchase Contract must provide that (i) the aggregate principal amount of the Series 2020 Bonds shall not exceed \$50,000,000; (ii) the final maturity of each Series of the Series 2020 Bonds shall not be later than November 1, 2051; (iii) the per annum interest rate of the Series 2020 Bonds shall not exceed the maximum rate per annum permitted by applicable law; (iv) the Series 2020 Bonds shall be subject to optional redemption no later than November 1, 2031 at a redemption price not greater than 101% of the principal amount of the Series of the Series 2020 Bonds to be redeemed; (v) the price (exclusive of original issue discount) at which the Series 2020 Bonds shall be sold to the Underwriter shall not be less than 98% of the amount for which the Series 2020 Bonds are initially offered to the public as reflected in the Limited Offering Memorandum referred to in Section 7 hereof; and (vi) unless the Series 2020 Bonds have an investment grade rating, the Series 2020 Bonds shall only be sold by the Underwriter to accredited investors within the meaning of the rules of the Florida Department of Financial Services. The execution and delivery of the Bond Purchase Contract by the Chairperson or Vice-Chairperson shall constitute conclusive evidence of the approval by the Issuer thereof.

SECTION 7. PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM. The Preliminary Limited Offering Memorandum relating to the Series 2020 Bonds, in substantially the form submitted at this meeting and attached hereto as Exhibit C, is hereby approved with respect to the information therein contained, with such insertions, modifications and changes as may be approved by the District Manager, in consultation with the Issuer's District Counsel and Bond Counsel. The printing, distribution and use of the Preliminary Limited Offering Memorandum in connection with the limited public offering for sale of the Series 2020 Bonds are hereby authorized. The execution by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, of a certificate deeming the Preliminary Limited Offering Memorandum final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, is hereby authorized. The Chairperson or Vice-Chairperson, or in their absence any member of the Board, is hereby authorized to have prepared and to execute a final Limited Offering Memorandum to be dated the date of execution of the Bond Purchase Contract, and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2020 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as necessary to conform the details of the Series 2020 Bonds and the requirements of the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the District Manager. The execution and delivery of the

Limited Offering Memorandum by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, shall constitute conclusive evidence of the approval thereof. The Issuer hereby authorizes the Limited Offering Memorandum and the information contained therein to be used in connection with the offering and sale of the Series 2020 Bonds.

**SECTION 8. CONTINUING DISCLOSURE.** The Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit D, is hereby approved with such insertions, modifications and deletions as may be approved by the District Manager. JPWard & Associates LLC is hereby approved to serve as the initial Dissemination Agent thereunder. The Chairperson or Vice-Chairperson is hereby authorized to execute the Continuing Disclosure Agreement. The execution and delivery of the Continuing Disclosure Agreement by the Chairperson or Vice-Chairperson, or in their absence any member of the Board, shall constitute conclusive evidence of the approval thereof.

**SECTION 9. MATTERS RELATING TO SUPPLEMENTAL ASSESSMENT REPORTS AND ENGINEERS' REPORT.** The preparation of preliminary and final assessment reports reflecting the preliminary and final financing structure of the Series 2020 Bonds and the related Series 2020 Assessments and supplementing the master special assessment report previously approved by the Issuer with respect to the Series 2019 Assessments is hereby authorized. The use in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, respectively, of such supplemental reports, as applicable, is hereby authorized. The preparation of an update of the Engineers' Report and/or a supplement to the Engineers' Report previously approved by the Issuer with respect to the Series 2019 Project is hereby authorized. The use in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum of the Engineers' Report, as updated and/or supplemented, is hereby authorized.

any Assistant Secretary of the Board, the Issuer's District Counsel, Bond Counsel, District Manager, Consulting Engineers, special assessment consultant and other authorized officers of the Issuer and members of the Board are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Issuer that are necessary or desirable in connection with the Series 2020 Indenture, the Series 2020 Bonds, the Bond Purchase Contract, the Series 2019 Project, the Series 2020 Project, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture, including the execution and delivery of a customary dissemination agent agreement, the execution and delivery of the Acquisition Agreement, Completion Agreement, Collateral Assignment and True-Up Agreement referenced in the Second Supplemental Indenture, and all such actions heretofore taken are hereby ratified and approved.

**SECTION 11. SEVERABILITY.** Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part

April 1, 2020

declared invalid.

**SECTION 12. EFFECTIVE DATE**. This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of the Currents Community Development District this 1st day of April, 2020.

[SEAL]	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	Chairman
District Secretary	

## **EXHIBIT A**

# FORM OF SECOND SUPPLEMENTAL INDENTURE

## **EXHIBIT B**

# FORM OF BOND PURCHASE CONTRACT

## **EXHIBIT C**

## FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

## **EXHIBIT D**

# FORM OF CONTINUING DISCLOSURE AGREEMENT

Draft #1

# SECOND SUPPLEMENTAL TRUST INDENTURE

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT

TO
U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of

\_\_\_\_\_ 1, 2020

# TABLE OF CONTENTS

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

	ARTICLE I	
	DEFINITIONS	
Section 101.	Definitions	4
	ARTICLE II	
AUTHO	RIZATION, ISSUANCE AND PROVISIONS OF SERIES 2020 BONDS	
Section 201.	Authorization of Series 2020 Bonds; Book-Entry Only Form	8
Section 202.	Terms	
Section 203.	Dating and Interest Accrual	10
Section 204.	Denominations	10
Section 205.	Paying Agent	10
Section 206.	Bond Registrar	10
Section 207.	Conditions Precedent to Issuance of Series 2020 Bonds	10
	ARTICLE III	
	REDEMPTION OF SERIES 2020 BONDS	
Section 301.	Bonds Subject to Redemption	11
Section 302.	Redemption from Excess Acquisition and Construction Account Proceeds	11
	ARTICLE IV	
	OF SERIES 2020 BOND PROCEEDS AND APPLICATION THEREOF TABLISHMENT OF ACCOUNTS AND OPERATION THEREOF	₹;
Section 401.	Establishment of Accounts	11
Section 402.	Use of Series 2020 Bond Proceeds	
Section 403.	Series 2020 Acquisition and Construction Account	
Section 404.	Series 2020 Costs of Issuance Account	
Section 405.	Series 2020 Reserve Account	14
Section 406.	Amortization Installments	15
Section 407.	Tax Covenants and Rebate Account	15
Section 408.	Establishment of Series 2020 Revenue Account in Revenue Fund;	
	Application of Revenues and Investment Earnings	15
	ARTICLE V	
	CONCERNING THE TRUSTEE	
Section 501.	Acceptance by Trustee	18
Section 502.	Limitation of Trustee's Responsibility	18
Section 503.	Trustee's Duties	
	ARTICLE VI ADDITIONAL BONDS	
Section 601.	Limitation on Parity Bonds.	18

## ARTICLE VII MISCELLANEOUS

Section 701.	Confirmation of Master Indenture	18
Section 702.	Continuing Disclosure Agreement	19
Section 703.	Additional Covenants Regarding Assessments	
Section 704.	Collection of Assessments	19
Section 705.	Foreclosure of Assessment Lien	20
Section 706.	Requisite Owners for Direction or Consent	21
Section 707.	Assignment of District's Rights Under Collateral Assignment	21
Section 708.	Enforcement of Completion Agreement and Other Agreements	21
Section 709.	Interpretation of Second Supplemental Indenture	
Section 710.	Amendments	
Section 711.	Counterparts	22
Section 712.	Appendices and Exhibits	
Section 713.	Payment Dates	
Section 714.	No Rights Conferred on Others	

- Exhibit A Description of Series 2019 Project and Series 2020 Project
- Exhibit B Form of Series 2020 Bonds
- Exhibit C Form of Requisition
- Exhibit D Form of Binding Obligation Notice Following an Event of Default
- Exhibit E Form of Direction/Collection Method Notice Following an Event of Default
- Exhibit F Form of Direction/Foreclosure

#### SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture") is dated as of \_\_\_\_\_\_ 1, 2020, from CURRENTS COMMUNITY DEVELOPMENT DISTRICT (the "District") to U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture being hereinafter referred to as the "Trustee").

WHEREAS, the District has entered into a Master Trust Indenture dated as of October 1, 2020 (the "Master Indenture," and together with this Second Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Currents Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2019-18 (the "Bond Resolution") adopted by the Governing Body of the District on September 11, 2019, the District has authorized the issuance, sale and delivery of not to exceed \$90,620,000 of Bonds (excluding Bonds issued to refund such Bonds), to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of Collier County, Florida on December 19, 2019, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2019-18 on September 11, 2019 providing for the acquisition, construction and installation of public assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2020-2 on October 14, 2019, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property, which Resolution was supplemented by Resolution No. 2020-4 adopted on October 14, 2019 with respect to the Series 2019 Note (hereinafter defined) and Resolution No. 2020the Governing Body of the District on , 2020 with respect to the Series 2020 Bonds (hereinafter defined) (collectively, the "Assessment Resolution"); and

WHEREAS, pursuant to the authority of the Authorizing Resolution and Resolution No. 2019-11 adopted by the Board on September 11, 2019, as amended by Resolution No. 2020-5 adopted by the Board on October 14, 2019 (collectively, the "2019 Award Resolution"), the Issuer has previously issued its Bond Anticipation Note, Series 2019 in the original aggregate principal amount of \$13,665,000, all of which is presently Outstanding (the "Series 2019 Note"). The Series 2019 Note was issued pursuant to the Master Trust Indenture, as supplemented by a

First Supplemental Trust Indenture dated as of October 1, 2019 entered into between the District and the Trustee (the "First Supplemental Indenture"). Proceeds of the Series 2019 Note were applied as provided in the 2019 Award Resolution and the First Supplemental Indenture to finance the Cost of acquisition of certain land planned to be improved as part of the construction, acquisition, equipping and/or improvement of all or a portion of the stormwater-related and/or wetlands-related infrastructure and facilities included in the Capital Improvement Program, as described in the Engineer's Report, and the Cost of the acquisition and/or construction of public assessable infrastructure and improvements comprising a portion of the Capital Improvement Program (collectively, the "Series 2019 Project," as more particularly described in Exhibit A hereto). The Series 2019 Note matures on November 1, 2020. The 2019 Award Resolution also authorized the issuance of a Future Series of Bonds for the purpose of paying the principal of the Series 2019 Note and unpaid interest accrued thereon at maturity or earlier permitted redemption and for such other purposes as set forth in subsequent proceedings of the Board; and

WHEREAS, pursuant to Resolution No. 2020— adopted by the Governing Body of the District on April 1, 2020 (the "Award Resolution"), the District has authorized the issuance, sale and delivery of, *inter alia*, its \$\_\_\_\_\_ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), as a Series of Bonds and as the Future Bonds authorized by the 2019 Award Resolution; and

WHEREAS, pursuant to the Award Resolution, the Issuer has authorized the execution and delivery of the Master Indenture and this Second Supplemental Indenture to secure the issuance of the Series 2020 Bonds and to set forth the terms of the Series 2020 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2020 Bonds, together with funds held by the Trustee under the First Supplemental Indenture, to: (i) accomplish the current refunding and redemption, on the date of issuance of the Series 2020 Bonds, of the Outstanding principal amount of the Series 2019 Note; (ii) finance the Cost of acquiring, constructing and equipping public assessable infrastructure and improvements comprising a portion of the Capital Improvement Program (as more particularly described in Exhibit A hereto, the "Series 2020 Project"); (iii) pay certain costs associated with the issuance of the Series 2020 Bonds; (iv) make a deposit into the Series 2020 Reserve Account; and (v) pay a portion of the interest to become due on the portion of the Series 2020 Bonds related to the Series 2020 Project; and

WHEREAS, the Series 2020 Bonds will be payable from and secured by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2019 Project and the Series 2020 Project and described in the Assessment Resolutions (the "Series 2020 Assessments"), which, together with the Series 2020 Pledged Funds (hereinafter defined) will comprise the Series 2020 Trust Estate (hereinafter defined), which shall constitute a "Series Trust Estate" as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2020 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2020 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2020 Trust Estate have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2020 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2020 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2020 Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2020 Assessments (the "Series 2020 Pledged Revenues") and the Funds and Accounts (except for the Series 2020 Rebate Account) established hereby (the "Series 2020 Pledged Funds") which shall comprise a part of the Trust Estate securing the Series 2020 Bonds (the "Series 2020 Trust Estate");

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

IN TRUST NEVERTHELESS, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2020 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2020 Bond over any other Series 2020 Bond by reason of priority in their issue, sale or execution;

**PROVIDED FURTHER HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2020 Bonds or any Series 2020 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2020 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to

all Series 2020 Bonds or any Series 2020 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2020 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2020 Bonds, as follows:

## ARTICLE I DEFINITIONS

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

"Acquisition Agreement" shall mean the Acquisition Agreement dated \_\_\_\_\_, 2020, as amended, between the District and the Developer.

"Assessment Methodology" shall mean the Master Special Assessment Methodology Report dated September 11, 2019 prepared by JP Ward & Associates LLC, as amended and supplemented, including by a report dated \_\_\_\_\_, 2020.

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

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

"Capital Improvement Program" shall mean the program of assessable public capital improvements established by the District in the Series 2020 Assessment Proceedings, a portion of which is comprised of the Series 2019 Project and the Series 2020 Project.

"Collateral	Assignment"	shall	mean	the	Collateral	Assignment	Agreement	dated	
, 2020 by the Developer in favor of the District.									

"Completion Agreement" shall mean the Completion Agreement dated \_\_\_\_\_\_, 2020 between the District and the Developer.

- "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement dated \_\_\_\_\_\_, 2020 among the Developer, the District and the other parties named therein in connection with the Series 2020 Bonds.
- "Delinquent Assessment Interest" shall mean Series 2020 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2020 Assessment Interest has, or would have, become delinquent under State law applicable thereto.
- "Delinquent Assessment Principal" shall mean Series 2020 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2020 Assessment Principal has, or would have, become delinquent under State law applicable thereto.
- "Delinquent Assessments" shall mean Delinquent Assessment Principal and Delinquent Assessment Interest.
- "Developer" shall mean Taylor Morrison of Florida, Inc., a Florida corporation, and any affiliate or any entity which succeeds to all or any part of the interests and assumes any or all responsibilities of such entity, as the developer of the lands within the District.
  - "DTC" shall mean The Depository Trust Company, New York, New York.
- "First Supplemental Indenture" shall mean the First Supplemental Trust Indenture dated as of October 1, 2019 between the District and the Trustee pursuant to which the Series 2019 Note was issued.
- "Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.
- "Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2020.
- "Majority Owners" as used herein shall mean the Beneficial Owners of more than fifty percent (50%) of the principal amount of the Outstanding Series 2020 Bonds.
- "*Nominee*" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Second Supplemental Indenture.
- "Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1.
- "Series 2019 Note" shall mean the District's Bond Anticipation Note, Series 2019 outstanding in the original aggregate principal amount of \$13,665,000.
- "Series 2020 Assessments" shall mean the Assessments imposed, levied and collected by the District in respect of the Series 2020 Bonds and the portion of the Series 2019 Project and

the Series 2020 Project refinanced and financed with the proceeds thereof and other available funds.

"Series 2020 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2020 Assessments, which include Resolution Nos. 2019-18, 2020-2, 2020-4 and 2020-\_\_\_\_ adopted on September 11, 2019, October 14, 2019, October 14, 2019 and \_\_\_\_, 2020, respectively, as supplemented, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2020 Assessments and the Assessment Methodology as approved thereby.

*"Series 2020 Assessment Interest"* shall mean the interest on the Series 2020 Assessments which is pledged to the Series 2020 Bonds.

"Series 2020 Assessment Principal" shall mean the principal amount of Series 2020 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2020 Bonds, other than applicable Delinquent Assessment Principal and Series 2020 Prepayments.

"Series 2020 Assessment Revenues" shall mean all revenues derived by the District from the Series 2020 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2020 Bonds.

"Series 2020 Bonds" shall mean the \$\_\_\_\_\_ aggregate principal amount of Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

"Series 2020 Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

- (i) Government Obligations;
- (ii) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;
- (iii) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (iv) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (B) shares of money market mutual funds that

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

- (v) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated "A-" or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch or "AA-" or better by either S&P or Fitch or "Aa-" or better by Moody's;
- (vi) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and
- (vii) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P.

"Series 2020 Pledged Funds" shall mean all of the Funds and Accounts created hereby with the Trustee, including the Subaccounts therein other than the Series 2020 Rebate Account in the Rebate Fund.

"Series 2020 Pledged Revenues" shall mean the Series 2020 Assessment Revenues.

"Series 2020 Prepayments" shall mean the excess amount of Series 2020 Assessment Principal received by the District over the Series 2020 Assessment Principal included within an Assessment, whether or not mandated to be prepaid in accordance with the Assessment Proceedings, which shall be identified by the District to the Trustee as such in writing upon deposit. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2020 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2020 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculations, notwithstanding anything to the contrary in the Master Indenture, the determination of the "Outstanding Series 2020 Bonds" shall take into account only any redemptions of Series 2020 Bonds to be made from Prepayments of Series 2020 Assessments on the next succeeding redemption date immediately following the calculation date but shall not take into account reduction in the Outstanding principal amount of the Series 2020 Bonds as the result of the payment of regularly scheduled Amortization Installments. Upon the initial issuance

of the Series 2020 Bonds, the Series 2020 Reserve Account Requirement is \$\_\_\_\_\_\_\_, which is equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof and which does not exceed the least of (a) 125% of the average annual Debt Service for all Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof, (b) 10% of the aggregate net proceeds of the Series 2020 Bonds ds calculated as of the date of original issuance thereof or (c) the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof.

"Substantially Absorbed" shall mean the date when at least seventy-five percent (75%) of the principal portion of the Series 2020 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy. The Trustee and the District may conclusively rely on a certificate from the District Manager regarding such status of the residential units and the Series 2020 Assessments, and in the absence of such certification, may assume the Series 2020 Assessments have not been Substantially Absorbed.

*"True-Up Agreement"* shall mean the True-Up Agreement dated \_\_\_\_\_\_\_, 2020 between the District and the Developer relating to the Series 2020 Assessments.

## ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2020 BONDS

Section 201. Authorization of Series 2020 Bonds; Book-Entry Only Form. The Series 2020 Bonds are hereby authorized to be issued in one Series for the purposes enumerated in the recitals hereto to be designated "\$\_\_\_\_\_\_ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020." The Series 2020 Bonds shall be substantially in the form set forth as Exhibit B to this Second Supplemental Indenture. Each Series 2020 Bond shall bear the designation "2020" and shall be numbered consecutively from R-1 upwards.

The Series 2020 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2020 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2020 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2020 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2020 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2020 Bonds, (ii) the

delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2020 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2020 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2020 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2020 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers with respect to such Series 2020 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2020 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2020 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2020 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2020 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2020 Bonds shall designate, in accordance with the provisions hereof.

**Section 202.** Terms. The Series 2020 Bonds shall be issued as four (4) Term Bonds, each of which shall be dated as of the date of its issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rate per annum and shall mature in the amount and on the date set forth below:

### Principal Amount Maturity Date Interest Rate Initial CUSIP

Section 203. Dating and Interest Accrual. Each Series 2020 Bond shall be dated \_\_\_\_\_\_\_, 2020. Each Series 2020 Bond also shall bear its date of authentication. Each Series 2020 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2020 Bond has been paid, in which event such Series 2020 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2020 Bonds, in which event, such Series 2020 Bond shall bear interest from its date. Interest on the Series 2020 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2020, and shall be computed on the basis of a 360-day year composed of twelve 30-day months.

**Section 204. Denominations.** The Series 2020 Bonds shall be issued in \$5,000 or any integral multiple thereof; provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

**Section 205.** Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2020 Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2020 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2020 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2020 Bonds, all the Series 2020 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2020 Assessment Proceedings;
- (b) Executed copies of the Master Indenture and this Second Supplemental Indenture;
- (c) A customary Bond Counsel opinion;
- (d) The District Counsel opinion required by the Master Indenture;
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2020 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;

- (f) An Engineers' Certificate or Engineers' Certificates which set forth the estimated Cost of the Series 2020 Project and a certificate evidencing the Date of Completion with respect to the Series 2019 Project as contemplated by Section 403 of the First Supplemental Indenture;
- (g) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal;
  - (h) An executed Continuing Disclosure Agreement; and
- (i) An executed Collateral Assignment, executed Completion Agreement, executed Acquisition Agreement, executed True-Up Agreement and a Declaration of Consent executed by the Developer;

Payment to the Trustee of \$\_\_\_\_\_\_\_, representing the net proceeds of the sale of the Series 2020 Bonds, shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the underwriter of the Series 2020 Bonds.

## ARTICLE III REDEMPTION OF SERIES 2020 BONDS

Section 301. Bonds Subject to Redemption. The Series 2020 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this Second Supplemental Indenture. Interest on Series 2020 Bonds which are called for redemption shall be paid on the redemption date from the Series 2020 Interest Account or from the Series 2020 Revenue Account to the extent monies in the Series 2020 Interest Account are insufficient for such purpose. Moneys in the Series 2020 Optional Redemption Subaccount in the Series 2020 Redemption Account shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2020 Bonds.

Section 302. Redemption from Excess Acquisition and Construction Account Proceeds. Excess moneys on deposit in the Series 2020 Acquisition and Construction Account which are to be deposited into the Series 2020 Prepayment Subaccount in the Series 2020 Redemption Account in accordance with Section 403(a)(2) hereof shall be deposited into the Series 2020 Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2020 Bonds in accordance with the directions of an Authorized Officer of the District.

# ARTICLE IV DEPOSIT OF SERIES 2020 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

- **Section 401. Establishment of Accounts.** There are hereby established the following Funds and Accounts.
- (a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2020 Acquisition and Construction Account and (ii) a Series 2020 Costs of Issuance Account;

There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2020 Debt Service Account and therein a Series 2020 Sinking Fund Account, a Series 2020 Interest Account and a Series 2020 Capitalized Interest Account; and (ii) a Series 2020 Redemption Account, and, therein a Series 2020 Prepayment Subaccount and a Series 2020 Optional Redemption Subaccount; There is hereby established within the Reserve Fund held by the Trustee a Series 2020 Reserve Account; There is hereby established within the Revenue Fund held by the Trustee a Series 2020 Revenue Account; and There is hereby established within the Rebate Fund held by the Trustee a Series 2020 Rebate Account. Section 402. Use of Series 2020 Bond Proceeds. The net proceeds of sale of the Series 2020 Bonds, \$\_\_\_\_\_ (the "Proceeds"), together with \$\_\_\_\_ on deposit in the funds and accounts established under the First Supplemental Indenture (consisting of \$ on deposit in the Series 2019 Acquisition and Construction Account [the "2019AC Monies"] and \$250,000 on deposit in the Series 2019 Reserve Account [the "2019 RA Monies"]), for a total of \$\_\_\_\_\_, shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows: of the [Proceeds][and \$ of the RA Monies], representing the Series 2020 Reserve Account Requirement at the time of issuance of the Series 2020 Bonds shall be deposited to the credit of the Series 2020 Reserve Account; of the Proceeds, representing the Costs of Issuance relating to the Series 2020 Bonds shall be deposited to the credit of the Series 2020 Costs of Issuance Account: of the Proceeds, representing Capitalized Interest on the portion of the Series 2020 Bonds related to the Series 2020 Project through and including November 1, 2020 shall be deposited to the credit of the Series 2020 Capitalized Interest Account; of the Proceeds shall be deposited to the credit of the Series 2020 Acquisition and Construction Account to be applied to pay Costs of the Series 2020 Project; and \$ of the Proceeds, together with the [2019 AC Monies, notwithstanding anything to the contrary in the First Supplemental Indenture, and the balance of the 2019 RA ] shall be deposited to the credit of the Series 2019 Principal Account and the Series 2019 Interest Account established under the First Supplemental Indenture to be applied, [together with \$ currently on deposit in the Series 2019 Interest Account] to accomplish the

redemption of the Series 2019 Note on the date of issuance of the Series 2020 Bonds as contemplated by the Section 401(b) of the First Supplemental Indenture [and any balance remaining in the 2019 Interest Account after the redemption of the Series 2019 Note shall be

transferred to the Series 2020 Acquisition and Construction Account].

## Section 403. Series 2020 Acquisition and Construction Account.

- (a) (1) Amounts on deposit in the Series 2020 Acquisition and Construction Account shall be applied to pay the Cost of the Series 2020 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and upon receipt by the Trustee of a requisition in the form attached hereto as Exhibit C and executed by the District and the Consulting Engineers.
- Consulting Engineers shall establish a Date of Completion for the Series 2020 Project, and any balance remaining in the Series 2020 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2020 Project which are required to be reserved in the Series 2020 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineers delivered to the District and the Trustee establishing such Date of Completion), shall be deposited pursuant hereto to the Series 2020 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020 Bonds in accordance with Section 302 hereof and in the manner prescribed in the form of the Series 2020 Bonds attached as Exhibit B hereto, whereupon the Series 2020 Acquisition and Construction Account shall be closed. Until the Trustee has received a certificate of the Consulting Engineers establishing the Date of Completion of the Series 2020 Project, the Trustee shall assume the Date of Completion of the Series 2020 Project has not yet occurred.
- (b) Amounts on deposit in the Series 2020 Capitalized Interest Account shall, until and including November 1, 2020, be transferred into the Series 2020 Interest Account and applied to the payment of interest first coming due on the Series 2020 Bonds. Any amounts remaining in the Series 2020 Capitalized Interest Account after November 1, 2020 shall be transferred into the Series 2020 Acquisition and Construction Account, whereupon the Series 2020 Capitalized Interest Account shall be closed.
- Anything in the Master Indenture or herein to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2020 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may not be used by the District (whether to pay costs of the Series 2020 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2020 Project and payment is for such work (and a certificate of an Authorized Officer as to whether such binding obligation has been incurred delivered to the Trustee in the form of Exhibit D shall be conclusive evidence of the same on which the Trustee may rely), and (iii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may be used by the Trustee and/or the District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture, as supplemented hereby, provided such action does not adversely impact the taxexempt status of the Series 2020 Bonds and provided, further, that every use of Series 2020 Pledged Revenues for such purpose shall be accompanied by detailed invoices delivered to the

District Manager of the District indicating the purpose for which Series 2020 Pledged Revenues are to be applied and such invoices shall be subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject. After the occurrence of an Event of Default, the District shall not enter into any binding agreement to expend any amounts included in the Series 2020 Trust Estate unless authorized in writing by the Majority Owners.

Section 404. Series 2020 Costs of Issuance Account. The amount deposited in the Series 2020 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay Costs of Issuance relating to the Series 2020 Bonds. On the earlier to occur of: (x) the written direction of an Authorized Officer or (y) six (6) months from the date of issuance of the Series 2020 Bonds, any amounts deposited in the Series 2020 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2020 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2020 Costs of Issuance Account shall be closed.

Section 405. Series 2020 Reserve Account. The Series 2020 Reserve Account shall be funded and maintained at all times, subject to the provisions of this Second Supplemental Indenture, in an amount equal to the Series 2020 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2020 Reserve Account shall be used only for the purpose of making payments into the Series 2020 Interest Account and the Series 2020 Sinking Fund Account to pay Debt Service on the Series 2020 Bonds, when due, without distinction as to Series 2020 Bonds and without privilege or priority of one Series 2020 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Accounts shall consist only of cash and Series 2020 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day) (or such other date that corresponds to the date mutually determined by the Trustee and the District pursuant to Section 408(c) hereof), the Trustee is hereby authorized and directed to recalculate the Series 2020 Reserve Account Requirement and to transfer any excess on deposit in the Series 2020 Reserve Account (other than excess resulting from investment earnings which shall be applied as provided in Section 408(f) hereof) into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account to be applied to the extraordinary mandatory redemption of the Series 2020 Bonds.

On the earliest date on which there is on deposit in the Series 2020 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2020 Bonds, together with accrued interest on such Series 2020 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2020 Reserve Account into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account to pay and redeem all of the Outstanding Series 2020 Bonds on the earliest date of redemption permitted therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2020 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

**Section 406. Amortization Installments.** (a) The Amortization Installments established for the Series 2020 Bonds shall be as set forth in the form of the Series 2020 Bonds attached hereto.

- (b) Upon any redemption of Series 2020 Bonds (other than (i) Series 2020 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2020 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2020 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated by the District, in such manner as shall amortize all the Outstanding Series 2020 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2020 Bonds.
- **Section 407.** Tax Covenants and Rebate Account. The District shall comply with the tax regulatory covenants set forth in the District's tax certificate executed in connection with the issuance of the Series 2020 Bonds.
- Section 408. Establishment of Series 2020 Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to establish within the Revenue Fund a Series 2020 Revenue Account into which the Trustee shall deposit any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this Second Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2020 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.
- (b) The Trustee shall deposit into the Series 2020 Revenue Account the Series 2020 Assessment Revenues other than the Series 2020 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein.
- (c) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date with respect to the Series 2020 Bonds (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day next preceding such forty-fifth (45<sup>th</sup>) day) (or such other date mutually determined by the Trustee and the District that is closer to a particular Quarterly Redemption Date and will give the Trustee sufficient time to provide notice of the extraordinary mandatory redemption of Series 2020 Bonds as herein provided), the Trustee shall determine the amount on deposit in the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account, and, if the balance therein is greater than zero, shall transfer, but only at the written direction of the District, from

the Series 2020 Revenue Account for deposit into the Series 2020 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2020 Bonds on the next Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2020 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2020 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2020 Bonds set forth in the form of Series 2020 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2020 Capitalized Interest Account to the Series 2020 Interest Account the lesser of (x) the amount of interest coming due on the Series 2020 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2020 Capitalized Interest Account.

Following the foregoing transfer, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2020 Revenue Account to the Funds and Accounts designated below the following amounts in the following order of priority:

FIRST, to the Series 2020 Interest Account, an amount equal to the amount of interest payable on all Series 2020 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2020 Capitalized Interest Account in accordance with Section 403(b) hereof and less any other amount already on deposit in the Series 2020 Interest Account not previously credited;

**SECOND**, on each November 1, commencing November 1, 2021, to the Series 2020 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2020 Bonds subject to mandatory sinking fund redemption on such November 1, and the amount already on deposit in the Series 2020 Sinking Fund Account not previously credited;

**THIRD**, to the Series 2020 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020 Reserve Account Requirement with respect to the Series 2020 Bonds; and

**FOURTH**, the balance shall be retained in the Series 2020 Revenue Account subject to the following paragraph.

Anything in the Master Indenture or herein to the contrary notwithstanding, it shall not, in and of itself, constitute an Event of Default if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefore. The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the District, withdraw any moneys held for the credit of the Series 2020 Revenue Account as of November 2<sup>nd</sup> of such

year which are not otherwise required to be deposited to other Funds and Accounts pursuant to this Section on such immediately preceding Interest Payment Date and deposit such moneys first to the credit of the Series 2020 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District by such date detailing the amount of such obligation which shall be deposited. Any remaining amounts in the Series 2020 Revenue Account on November 2<sup>nd</sup> of any calendar year after making the payment, if any, required under the immediately preceding sentence, may next be transferred to the District, at its written request, to be used for any lawful purpose of the District; provided, however, that on the proposed payment date of any proposed transfer to the District, the amount on deposit in the Series 2020 Reserve Account shall be equal to the Series 2020 Reserve Requirement and, provided further, that the Trustee shall not have actual knowledge of an Event of Default hereunder, including, but not limited to, payment of Trustee's fees and expenses then due.

- (e) On any date required by the Code, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2020 Revenue Account to the Series 2020 Rebate Account established for the Series 2020 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid to the United States, when due, in accordance with the Code.
- (f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2020 Bonds shall be invested only in Series 2020 Investment Obligations, and further, earnings on the Series 2020 Acquisition and Construction Account and the Series 2020 Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Accounts or subaccounts. Earnings on investments in the Funds and Accounts other than the Series 2020 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2020 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2020 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2020 Reserve Account as of the most recent date on which amounts on deposit in the Series 2020 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2020 Reserve Account since such date which have created a deficiency, then earnings on the Series 2020 Reserve Account shall, prior to the date the Series 2020 Acquisition and Construction Account is closed, be deposited into the Series 2020 Acquisition and Construction Account and used for the purpose of such Account and after such date, shall be deposited into the Series 2020 Revenue Account and used for the purpose of such Account; and
- (ii) if as of the last date on which amounts on deposit in the Series 2020 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2020 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020 Reserve Account shall be deposited into the Series 2020 Reserve Account until the amount

on deposit therein is equal to the Series 2020 Reserve Account Requirement, and then earnings on the Series 2020 Reserve Account shall, prior to the date the Series 2020 Acquisition and Construction Account is closed, be deposited into the Series 2020 Acquisition and Construction Account and used for the purpose of such Account and after such date, shall be deposited be deposited into the Series 2020 Revenue Account and used for the purpose of such Account.

# ARTICLE V CONCERNING THE TRUSTEE

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

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

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

### ARTICLE VI ADDITIONAL BONDS

Section 601. Limitation on Parity Bonds. Other than Bonds issued to refund all of the then Outstanding Series 2020 Bonds, the issuance of which results in net present value debt service savings, the District shall not, while any Series 2020 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2020 Trust Estate. The District further covenants and agrees that so long as the Series 2020 Bonds are Outstanding, without the prior written consent of the Majority Owners, it will not impose Assessments for capital projects on any lands subject to the Series 2020 Assessments other than the Series 2020 Assessments, unless the Series 2020 Assessments have been Substantially Absorbed. Notwithstanding the prior sentence, the foregoing shall not preclude the imposition of capital Special Assessments on property subject to the Series 2020 Assessments which are necessary, as determined by the District, for health, safety or welfare reasons or to remediate a natural disaster or Operation and Maintenance Assessments. The Trustee is entitled to assume that the Series 2020 Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of the District Manager to the contrary on which the Trustee may conclusively rely.

### ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the

Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2020 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

**Section 702.** Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance as provided in the Master Indenture and such Continuing Disclosure Agreement.

Section 703. Additional Covenants Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020 Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy and collect the Series 2020 Assessments as set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2020 Bonds, when due. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2020 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments that are directly billed and collected by the District, and the provisions for the foreclosure of liens of Delinquent Assessments that are directly billed and collected by the District, all in a manner consistent with the Master Indenture and this Second Supplemental Indenture.

Section 704. Collection of Assessments. Anything herein or in the Master Indenture to the contrary notwithstanding, subject to the next succeeding sentence, Series 2020 Assessments shall be collected pursuant to the Uniform Method; provided that Series 2020 Assessments levied on platted lots owned by the Developer and/or builders and Series 2020 Assessments levied on unplatted lands may be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce Series 2020 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2020 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2020 Assessments shall be collected pursuant to the Uniform Method; provided that Series 2020 Assessments levied on platted lots owned by the Developer and/or builders and Series 2020 Assessments levied on unplatted lands may be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method; provided, however, the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds Outstanding may deliver a notice to the District directing the District to collect the delinquent Series 2020 Assessments in a different manner permitted by the Act and Chapters 170 and 197, Florida Statutes, provided that (i) such direction shall be in the form attached hereto as Exhibit E; (ii) the District shall not be required to comply with such direction until it is able to change the

manner of collection in accordance with applicable Florida law; and (iii) the District shall not be required to comply with any direction that is not provided strictly in the form of Exhibit E. All Series 2020 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner at such times as determined by the District, but no later than thirty-one (31) Business Days prior to each Interest Payment Date; provided, however, that such Series 2020 Assessments shall not be deemed to be Delinquent Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

**Section 705. Foreclosure of Assessment Lien.** (a) Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2020 Assessments and Series 2020 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2020 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written direction of the Trustee, acting at the written direction of the Majority Owners of the Series 2020 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity (each, an "SPE"), may purchase the property for an amount less than or equal to the balance due on the Series 2020 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2020 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2020 Bonds Outstanding, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2020 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, acting at the written direction of the Majority Owners of the Series 2020 Bonds Outstanding, agrees that the District shall, after being provided assurances satisfactory to it of payment of the District's fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2020 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the written direction of the Majority Owners of the Series 2020 Bonds Outstanding. The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2020 Bonds. The District shall not be required to execute any documentation evidencing the extinguishment or release of the lien of the Series 2020 Assessments and/or the Series 2020 Bonds following the sale of property pursuant to the preceding sentence without receipt of written evidence satisfactory to the District that all of the Owners of the Series 2020 Bonds concur with such extinguishment or release. With respect to any SPE: (i) the books and records of the SPE shall be deemed subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject; and (ii) in addition to the information to be provided to the District pursuant to Section 403(c), such SPE shall provide to the District Manager any information regarding the SPE and its activities requested by or on behalf of the District within five (5) Business Days following such request, and by purchasing the Series 2020 Bonds, the Owners thereof are deemed to agree to cause any SPE not owned or controlled by the District to comply with the foregoing.

- (b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2020 Assessments that are billed directly by the District, that the entire Series 2020 Assessments levied on the property for which such installment of Series 2020 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written direction of the Trustee, acting at the direction of the Majority Owners of the Series 2020 Bonds Outstanding, the District after being provided assurances satisfactory to it of payment, of its fees, costs and expenses for doing so, shall promptly, but in any event within sixty (60) days of the receipt of such direction, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by Florida law. Such direction shall be in the form of Exhibit F hereto and the District shall not be required to comply with any direction that is not provided strictly in the form of Exhibit F.
- (c) Notwithstanding anything to the contrary herein or in the Master Indenture, the District and/or the Trustee, to the extent acting individually or jointly, in pursuing foreclosure proceedings with respect to any lot or parcel delinquent in the payment of any Series 2020 Assessments, shall be entitled to first recover from any foreclosure, before such proceeds are applied to the payment of principal or interest on the Series 2020 Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs could be construed as Series 2020 Assessments or Series 2020 Pledged Revenues. The District may also pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the Series 2020 Bonds.

**Section 706.** Requisite Owners for Direction or Consent. Following an Event of Default any direction to the District permitted to be given by the Trustee and/or the Owners hereby or by the Master Indenture must be in writing, signed by the Trustee and the Majority Owners and, with respect to the direction referenced in Sections 704 and 705(b) hereof, in the applicable forms attached hereto as exhibits.

Section 707. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, and without intending to alter the same, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2020 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 708. Enforcement of Completion Agreement and Other Agreements. The District covenants that it shall strictly enforce all of the provisions of the Acquisition Agreement, the Completion Agreement and the True-Up Agreement.

**Section 709. Interpretation of Second Supplemental Indenture.** This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Indenture shall be read and construed as one document.

**Section 710. Amendments.** Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**Section 711. Counterparts.** This Second 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 712. Appendices and Exhibits.** Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

**Section 713. Payment Dates.** In any case in which an Interest Payment Date or the maturity date of the Series 2020 Bonds or the date fixed for the redemption of any Series 2020 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 714.** 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 2020 Bonds.

[Remainder of Page Intentionally Left Blank]

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

(SEAL)	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
Attest:	
Secretary	By: Chairperson, Board of Supervisors
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:Assistant Vice President

STATE OF FLORIDA )	
) SS: COUNTY OF COLLIER )	
On this day of, 2020, before me, a not aforesaid, personally appeared John Wollard, the Cl Currents Community Development District, who ack instrument as such officer, for and on behalf of Currethe same is his free act and deed as such officer Community Development District; and that the seal Currents Community Development District.	nairperson of the Board of Supervisors of knowledged that he did sign the foregoing ents Community Development District; that , and the free act and deed of Currents
IN WITNESS WHEREOF, I have hereunto se day and year in this certificate first above written.	et my hand and affixed my notarial seal the
My Commission expires:	Notary Public, State of Florida
	[NOTARIAL SEAL]
STATE OF FLORIDA ) ) SS: COUNTY OF COLLIER )	
On this day of, 2020 before medical country aforesaid, personally appeared James P. Ward of Currents Community Development District, who are instrument as such officer, for and on behalf of Currents as the same is his free act and deed as such officer Community Development District; and that the seal Currents Community Development District.	the Secretary of the Board of Supervisors eknowledged that he did sign the foregoing ents Community Development District; that , and the free act and deed of Currents
IN WITNESS WHEREOF, I have hereunto se day and year in this certificate first above written.	et my hand and affixed my notarial seal the
My Commission expires:	Notary Public, State of Florida
	[NOTARIAL SEAL]

STATE OF FLORIDA )	
COUNTY OF ) SS	<b>)</b> .
aforesaid, personally appeared I National Association, as Trustee officer for and on behalf of said r deed as such officer and the free a	2020, before me, a notary public in and for the State and County Robert Hedgecock, an Assistant Vice President of U.S. Bank who acknowledged that he did sign said instrument as such national banking association and that the same is his free act and act and deed of said national banking association.  F, I have hereunto set my hand and affixed my notarial seal the st above written.
My Commission expires:	Notary Public, State of Florida
	[NOTARIAL SEAL]

#### **EXHIBIT A**

#### **DESCRIPTION OF SERIES 2019 PROJECT AND SERIES 2020 PROJECT**

## **Series 2019 Project**

The Series 2019 Project consists of the following:

1. T	ne acquisition of approximately 103.926 acres of land, as legally described in
Exhibit A to t	e Acquisition Agreement dated October 14, 2019, as amended, between the
District and the	Developer (the "2019 Acquisition Agreement"), to be improved for stormwater-
related purposes	as part of the District's public Capital Improvement Plan (the "CIP"), as
described in the	Engineer's Report attached hereto.

- 2. The acquisition of approximately 30.904 acres of land, as legally described in Exhibit B to the 2019 Acquisition Agreement, to be improved for wetland-related purposes as part of the CIP, as described in the Engineer's Report attached hereto.
- 3. A portion of the CIP, as described in Section \_\_\_\_ of the Engineer's Report attached hereto.

## Series 2020 Project

A portion of the CIP, as described in Section _	, Table	of the Engineer's Repor
attached hereto.		

#### **EXHIBIT B**

#### **FORM OF SERIES 2020 BONDS**

R		<b>S</b> _		
United States of America State of Florida				
CURRENTS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2020				
Interest <u>Rate</u>	Maturity <u>Date</u>	Dated <u>Date</u>	<u>CUSIP</u>	
Registered Owner:	CEDE & CO.	THOUGAND DOLLAR	· C	
Principal Amount:		THOUSAND DOLLAR	S	

CURRENTS COMMUNITY DEVELOPMENT DISTRICT, development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2020, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization

GM:40560111:6

Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2020 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year composed of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District issued in two Series Currents Community Development District Capital Improvement designated as Revenue Bonds, Series 2020" (the "Series 2020 Bonds") issued under a Master Trust Indenture, dated as of October 1, 2019 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as amended and supplemented by a Second Supplemental Trust Indenture, dated as of "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as amended and supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2020 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2020 Bonds to: (i) accomplish the current refunding and redemption, on the date of issuance of the Series 2020 Bonds, of the Outstanding principal amount of the Series 2019 Note; (ii) finance the Cost of acquiring, constructing and equipping public assessable infrastructure and improvements comprising a portion of the Capital Improvement Program (the "Series 2020 Project"); (iii) pay certain costs associated with the issuance of the Series 2020 Bonds; (iv) make a deposit into the Series 2020 Reserve Account;; and (v) pay a portion of the interest to become due on the portion of the Series 2020 Bonds related to the Series 2020 Project.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2020 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF

ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2020 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE SERIES 2020 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2020 TRUST ESTATE, INCLUDING THE SERIES 2020 PLEDGED REVENUES AND THE SERIES 2020 PLEDGED FUNDS, PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2020 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Series 2020 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Series 2020 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2020 Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2020 Bonds are equally and ratably secured by the Series 2020 Trust Estate, without preference or priority of one Series 2020 Bond over another.

The Series 2020 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2020 Bond or Series 2020 Bonds, in the same aggregate principal amount as the Series 2020 Bond or Series 2020 Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Series 2020 Bonds may be exchanged for an equal aggregate principal amount of Series 2020 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2020 Bonds are subject to redemption prior to maturity at the option of the District, in whole or part on any date, on or after November 1, 20\_\_\_\_\_ at the Redemption Price of the principal amount of the Series 2020 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2020 Bonds maturing November 1, 20\_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

November 1 Amortization November 1 Amortization of the Year Installment of the Year Installment

\*Maturity

The Series 2020 Bonds maturing November 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

November 1 Amortization November 1 Amortization of the Year Installment of the Year Installment

\*Maturity

The Series 2020 Bonds maturing November 1, 20\_\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof,

without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

November 1AmortizationNovember 1Amortizationof the YearInstallmentof the YearInstallment

\*Maturity

The Series 2020 Bonds maturing November 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

November 1 Amortization November 1 Amortization of the Year Installment of the Year Installment

\*Maturity

As more particularly set forth in the Indenture, any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2020 Bonds (other than (i) Series 2020 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2020 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture) so as to re-amortize the remaining Outstanding principal balance of the Series 2020 Bonds as set forth in Section 406(b) of the Supplemental Indenture.

The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner

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

- (a) on or after the Date of Completion of the Series 2020 Project, by application of moneys transferred from the Series 2020 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account in accordance with the terms of the Indenture; or
- (b) from amounts, including Series 2020 Prepayments and transfers made pursuant to Section 403 of the Supplemental Indenture, required by the Indenture to be deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account; or
- (c) from amounts transferred to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account resulting from a reduction in the Series 2020 Reserve Account Requirement as provided for in the Indenture; or
- (d) on and after the date on which the amount on deposit in the Series 2020 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2020 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2020 Bonds shall be called for redemption, the particular Series 2020 Bonds or portions of Series 2020 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2020 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof on such date, interest on such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later

deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute any 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 any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Defeasance Securities sufficient to pay the principal or Redemption Price of any Series 2020 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2020 Bonds as to the Series 2020 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

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

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

	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
Attest:	
S	By:
Secretary	Chairperson, Board of Supervisors
[Official Seal]	

# CERTIFICATE OF AUTHENTICATION FOR SERIES 2020 BONDS

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

		U.S. BANK NATIONAL ASSOCIATION, as Trustee
Date of Authentication:	, 2020	By:Assistant Vice President

## **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Collier County, Florida rendered on December 19, 2019.

<b>CURRENTS COMMUNITY</b>	
DEVELOPMENT DISTRICT	
Chairperson	

#### **ABBREVIATIONS FOR SERIES 2020 BONDS**

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

TEN COM as tenants in common	
TEN ENT as tenants by the entireties	
JT TEN as joint tenants with the right of	f survivorship and not as tenants in common
UNIFORM TRANSFER MIN ACT Uniform Transfer to Minors Act	- Custodian (Minor) (State) under
Additional abbreviations may also be use	sed though not in the above list.
FORM OF ASSIGNMENT	Γ FOR SERIES 2020 BONDS
For value received, the undersigned here	eby sells, assigns and transfers unto
	and all rights thereunder, and hereby irrevocably, attorney to transfer the said wer of substitution in the premises.
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.	NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

#### **EXHIBIT C**

#### FORM OF REQUISITION FOR SERIES 2020 PROJECT

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Series 2020 Costs of Issuance Account that has not previously been paid].

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

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

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

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT

By:
Authorized Officer
CONSULTING ENGINEERS' APPROVAL FOR NON-COSTS OF ISSUANCE REQUESTS ONLY
If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineers hereby certify that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding Series 2020 Project segment and portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) Table in the report of the Consulting Engineers attached as an Exhibit to the Second Supplemental Indenture as such report shall have been amended or modified on the date hereof.
The undersigned further certifies that (a) the Series 2020 Project improvements to be acquired with this disbursement will be (1) owned by the District or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public utility or water management system; (b) the purchase price to be paid by the District for the Series 2020 Project 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; (c) the plans and specifications for the Series 2020 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 Series 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) to the best of our knowledge based upor representations made by the seller pursuant to the Acquisition Agreement, 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 Series 2020 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineers

#### **EXHIBIT D**

# FORM OF BINDING OBLIGATION NOTICE FOLLOWING AN EVENT OF DEFAULT

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

Re: Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "2020 Bonds")

T	. 1.	1	- 1	1	
1	Ladies	and	( ÷ent	emen	٠.
- 1	Jaures	anu	CICIL		٠.

The 2020 Bonds are issued and Outstanding under the Master Trust Indenture from the Currents Community Development District (the "District") to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of October 1, 2019 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of \_\_\_\_\_ 1, 2020 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

This shall serve as a notice from the District, as contemplated by Section 403(c) of the Supplemental Indenture, that the District has incurred the below described binding obligations which were occurred prior to any Event of Default and which are to be paid from the Series 2020 Acquisition and Construction Account in accordance with the Indenture:

Payee

Amount

Nature of Obligation

CURRENTS COMMUNITY DEVELOPMENT DISTRICT
By:Authorized Officer

#### **EXHIBIT E**

# FORM OF DIRECTION/COLLECTION METHOD NOTICE FOLLOWING AN EVENT OF DEFAULT

Currents Community Development District Board of Supervisors c/o District Manager

Re: Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "2020 Bonds") Ladies and Gentlemen: The undersigned are the Trustee and Majority Owners of the above-referenced 2020 Bonds issued pursuant to the Master Trust Indenture from the Currents Community Development District (the "District") to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of October 1, 2019 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated 1, 2020 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture). Pursuant to Section 704 of the Supplemental Indenture, this Notice is provided to the District to direct the District to collect the Series 2020 Assessments in the manner as follows at the earliest practicable time permitted by applicable law (check ones that apply): Uniform Method for [describe lots or lands] Direct Bill for [describe lots or lands] The undersigned agree that this represents the direction as to the method of collection of the Series 2020 Assessments permitted by Section 704 of the Indenture. Dated: \_\_\_\_\_\_, 20\_\_\_\_ [Signatures on following page]

## TRUSTEE:

## U.S. BANK NATIONAL ASSOCIATION

By:
Print Name:
Title:
MAJORITY OWNERS:
as banaficial oxynar
By:
Name:
Title:
Date: Aggregate principal amount of the 2020 Bonds held on the
Record Date hereof:
PRINCIPAL AMOUNT
CUSIP
DTC PARTICIPANT NUMBER
, as beneficial owner
By:
Name:
Title:
Date:
Aggregate principal amount of the 2020 Bonds held on the
Record Date hereof:
PRINCIPAL AMOUNT
CUSIP
DTC PARTICIPANT NUMBER

#### **EXHIBIT F**

# FORM OF DIRECTION/FORECLOSURE

Currents Community Development District Board of Supervisors c/o District Manager

Re: Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "2020 Bonds")

Ladies and Gentlemen:

Datad.

The undersigned are the Trustee and Majority Owners of the above-referenced 2020 Bonds issued pursuant to the Master Trust Indenture from the Currents Community Development District (the "District") to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of October 1, 2019 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of \_\_\_\_\_\_1, 2020 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture).

Pursuant to Section 705(b) of the Supplemental Indenture, this Notice is provided to the District to direct the District to commence foreclosure proceedings as contemplated by such Section 705(b), with the understanding that the Indenture does not require the District to take any such action unless and until the District is provided assurances satisfactory to it of the payment of its fees, costs and expenses for doing so.

Daicu.	, 20_	

20

[Signatures on following page]

By:	
Print Name	: <u> </u>
Title:	
MAJORITY	OWNERS:
	1 6 1
	, as beneficial owner
Ву:	
By: Name:	
By: Name: Title:	
By: Name: Title:	
Name: Title: Date: Aggregate	principal amount of the 2020 Bonds held on the
Name: Title: Date: Aggregate : Record Dat	principal amount of the 2020 Bonds held on the
Name: Title: Date: Aggregate : Record Dat	principal amount of the 2020 Bonds held on the
By: Name: Title: Date: Aggregate Record Dat PRINCIPA CUSIP	principal amount of the 2020 Bonds held on the

\_\_\_\_\_\_, as beneficial owner
By:
Name:

Aggregate principal amount of the 2020 Bonds held on the

Title:

PRINCIPAL AMOUNT

DTC PARTICIPANT NUMBER\_\_\_\_\_

Date:

Record Date hereof:

CUSIP

DRAFT-1 GrayRobinson, P.A. March 20, 2020

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT (COLLIER COUNTY, FLORIDA)

S\_\_\_\_\_Capital Improvement Revenue Bonds,
Series 2020

Series 2020 BOND PURCHASE CONTRACT	
Board of Supervisors Currents Community Development District Collier County, Florida	
Ladies and Gentlemen:	
FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Currents Community Development District (the "District"). The District is located entirely within the incorporated boundaries of the Collier 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 11:00 A.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 \$ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds"). The Series 2020 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest per annum at the rates, and shall be subject to redemption prior to maturity, all as provided in <a href="Exhibit B">Exhibit B</a> attached hereto.	
The purchase price for the Series 2020 Bonds shall be \$ (representing the \$ aggregate principal amount of the Series 2020 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 2020 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."	
The Series 2020 Rends. The Series 2020 Rends are to be issued by the District a local	

2. The Series 2020 Bonds. The Series 2020 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. 2019-14 of the Board of County Commissioners of Collier County, Florida (the "County"), effective as of June 27, 2019 (the "Ordinance"). The Series 2020 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of October 1, 2019 (the

"Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_\_\_1, 2020 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indentures"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), and by Resolution No. 2019-18, adopted by the Board of Supervisors of the District (the "Board") on September 11, 2019 and Resolution No. 2020-\_\_, adopted by the Board on [April 1], 2020 (collectively, the "Bond Resolution").

- 3. <u>Limited Offering; Establishment of Issue Price</u>. It shall be a condition to the District's obligation to sell and to deliver the Series 2020 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2020 Bonds, that the entire principal amount of the Series 2020 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 2020 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds.
  - (b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Series 2020 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Series 2020 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2020 Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Series 2020 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined below) has occurred, until the 10% test has been satisfied as to the Series 2020 Bonds of that maturity or until all Series 2020 Bonds of that maturity have been sold to the public.
  - (c) The Underwriter confirms that it has offered the Series 2020 Bonds to 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 <a href="Exhibit B">Exhibit B</a> attached hereto, except as otherwise set forth therein. <a href="Exhibit B">Exhibit B</a> also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2020 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 2020 Bonds, the Underwriter will neither offer nor sell unsold Series 2020 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
    - (1) the close of the fifth  $(5^{th})$  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 2020 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- (d) The Underwriter acknowledges that sales of any Series 2020 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:
  - (1) "public" means any person other than an underwriter or a related party, and
  - (2) a purchaser of any of the Series 2020 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
  - (3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.
- (e) The Underwriter confirms that there will not be any selling group agreements or any retail distribution agreements relating to the initial sale of the Series 2020 Bonds to the public.
- Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter its Preliminary Limited Offering Memorandum dated , 2020 (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 2020 Bonds (being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Series 2020 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 2020 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 2020 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 \_\_\_\_\_\_, 2020 (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 2020 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary

Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

- **Definitions**. For purposes hereof, (a) this Purchase Contract, the Indentures, the Series 5. 2020 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), and JPWard and Associates, LLC, as initial 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 Agreement Regarding the Completion of Certain Improvements by and between the District and the Developer, to be dated as of the Closing Date (the "Completion Agreement"), the Agreement regarding the Acquisition of Certain Real Work Product, Infrastructure and Real Property by and between the District and the Developer to be dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights Relating to the Series 2020 Project in recordable form by and among the Developer and District to be dated as of the Closing Date (the "Collateral Assignment"), the True Up Agreement in recordable form by and among the District, the Developer and the District Manager dated to be dated as of the Closing Date (the "True Up Agreement") and the Declaration of Consent in recordable form and executed by the Developer dated as of the Closing Date (the "Declaration"), are collectively referred to herein as the "Ancillary Agreements."
- **6.** Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:
  - (a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;
  - (b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Series 2020 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2020 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 and the Limited Offering Memoranda, including but not limited to entering into the agreements with the Tax Collector and Property Appraiser to provide for the collection of the Series 2020 Assessments, using the Uniform Method of collection in accordance with the Indentures. 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 2020 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 and/or by the Closing Date will have adopted the Bond Resolution and the Assessment Resolutions, and the same will on the Closing Date be in full force and effect and have not been and will not be 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, the Series

2020 Bonds and the Limited Offering Memorandum, has duly authorized and approved and/or will by the Closing Date have duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Series 2020 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 2020 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indentures by the Trustee), the Indentures 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 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);

- 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 2020 Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Series 2020 Bonds and the Indentures. 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 2020 Bonds, the Ancillary Agreements to which the District 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 2020 Bonds, or under the Series 2020 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements to which the District 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 2020 Bonds;

- (f) The descriptions of the Series 2020 Bonds, the Financing Documents, the Ancillary Agreements to which the District is a party and the Series 2020 Project, to the extent referred to in the Preliminary Limited Offering Memorandum, conform in all material respects to the Series 2020 Bonds, the Financing Documents, such Ancillary Agreements and the Series 2020 Project, respectively;
- (g) The Series 2020 Bonds, when issued, executed and delivered in accordance with the Indentures 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 Indentures and upon such issuance, execution and delivery of the Series 2020 Bonds, the Indentures will provide, for the benefit of the holders from time to time of each Series of the Series 2020 Bonds, a legally valid and binding pledge of and first lien on the respective Series of Pledged Revenues as set forth in the respective Indentures. On the Closing Date, all conditions precedent to the issuance of the Series 2020 Bonds set forth in the respective Indentures will have been complied with or fulfilled;
- There is no claim, action, suit, proceeding, inquiry or investigation, at law or in (h) 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 2020 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 Series 2020 Assessments, or the pledge of and lien on the Pledged Revenues pursuant to the Indentures; (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 2020 Bonds, or the authorization of the Series 2020 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 2020 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the Series 2020 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 2020 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 2020 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 2020 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 2020 BONDS — Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION — The Developer," "CONTINUING DISCLOSURE" with respect to the information contained therein with respect to 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 2020 BONDS Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION The Developer," "CONTINUING DISCLOSURE" with respect to the information contained therein with respect to the Developer and "UNDERWRITING";
- (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 2020 Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;
- (n) The District 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) The District has not previously undertaken any continuing disclosure obligations 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 respective Series of Series 2020 Bonds), notes or other obligations payable from the Pledged Revenues for any Series of Series 2020 Bonds.
- 8. <u>Closing Conditions</u>. 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 in all material respects, 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 2020 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 Indentures and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to in writing by the Underwriter;
  - (c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:
    - (1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, 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 and substance acceptable to the District, the Underwriter and its counsel:
- (4) The opinion, dated as of the Closing Date and addressed to the District, of Greenspoon Marder LLP, Bond Counsel, in the form included in the Limited Offering Memorandum as APPENDIX B, together with letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion was addressed to them;
- (5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Greenspoon Marder LLP, Bond Counsel, in the form annexed as <u>Exhibit C</u> hereto;
- (6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee of Coleman, Yovanovich & Koester, P.A., counsel to the District, in the form annexed as <u>Exhibit D</u> 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 and the Underwriter of J. Wayne Crosby, P.A., counsel to the Developer, in the form annexed as <u>Exhibit E</u> hereto or in form and substance otherwise 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) Certificates of the Developer dated as of the Closing Date, in the form annexed as Exhibit F hereto, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District;
  - (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, in all material respects, all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District;

- (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2020 Special Assessments, to the extent required by and as described in the respective Indentures; and (v) the Limited Offering Memorandum (other than the information under the captions "DESCRIPTION OF THE SERIES 2020 BONDS Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION The Developer," "CONTINUING DISCLOSURE" with respect to the information contained therein with respect to 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 2020 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) An executed copy of Internal Revenue Service Form 8038-G relating to the Series 2020 Bonds;
- (17) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as <u>Exhibit G</u> hereto or otherwise in form and substance acceptable to Bond Counsel, District Counsel, the Underwriter and Underwriter's Counsel;
- (18) A certificate of the District Manager and Methodology Consultant in the form annexed as <u>Exhibit H</u> hereto or otherwise in form and substance acceptable to District Counsel, the Underwriter and Underwriter's Counsel;
- (19) Such additional documents as may be required by the Indentures to be delivered as a condition precedent to the issuance of the Series 2020 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 Collier County, Florida (the "County"), validating the Series 2020 Bonds and the certificate of no-appeal;
- (22) A copy of the [Master Engineer's Report dated August 2019, as supplemented by the First Supplemental Engineer's Report dated \_\_\_\_\_\_\_, 2020];

- (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 2020 Bonds;
- (24) A copy of the [Master Special Assessment Methodology Report dated September 11, 2019] (the "Master Methodology") as supplemented by the [Final Supplemental Special Assessment Methodology Report] dated as of the date hereof;
- (25) Acknowledgments in recordable form by all holder(s) of any mortgage(s) on District Lands owned by the Developer as to the superior lien of the Series 2020 Assessments in form and substance acceptable to District Counsel, the Underwriter and its counsel;
- (26) The Declarations executed and delivered by the Developer as of the Closing Date with respect to all real property owned by the Developer within the District which is subject to the Series 2020 Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and District Counsel:
- (27) A certificate of the Dissemination Agent acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Series 2020 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement; and
- (28) 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 2020 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 2020 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. <u>Termination</u>. 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 2020 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 2020 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 2020 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 2020 Bonds, or the market price generally of obligations of the general character of the Series 2020 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 the Developer's business, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2020 Bonds, or the market price of the Series 2020 Bonds, other than in the ordinary course of its business as described in the Preliminary Limited Offering Memorandum; (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 prior to the issuance of the Series 2020 Bonds in connection with the levy of the Series 2020 Assessments.

#### 10. Expenses.

- (a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indentures; (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 2020 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 2020 Bonds. The District shall record 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 2020 Bonds, if any.

- No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2020 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and 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 2020 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 Agreement, (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 2020 Bonds, (v) the Underwriter has financial and other interests that differ from those of the Issuer, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.
- 12. <u>Notices</u>. 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 JPWard and Associates, LLC, 2900 NE 12 Terrace, #1, Oakland Park, Florida 33334, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.
- 13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract are made as of the date hereof and shall remain operative and in full force and effect and survive the closing on the Series 2020 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Series 2020 Bonds pursuant to this Purchase Contract.
- 14. <u>Effectiveness</u>. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.
- **15.** <u>Headings</u>. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.
- **16.** Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.
- 17. <u>Governing Law</u>. This Purchase Contract shall be governed and construed in accordance with the laws of the State.
- 18. <u>Counterparts</u>: 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.

[Signature page follows.]

	Very truly yours,
	FMSBONDS, INC.
	By:  Theodore A. Swinarski, Senior Vice President - Trading
Accepted and agreed to this day of, 2020.	CURRENTS COMMUNITY DEVELOPMENT DISTRICT
	By:  John Wollard,  Chairperson, Board of Supervisors

# EXHIBIT A

# DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

	, 2020
Board of Sup Currents Con Collier Coun	nmunity Development District
	\$ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds")
Dear Ladies	and Gentlemen:
Bonds, FMSt (the "Bond P (the "District	pant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Series 2020 bonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated, 2020 urchase Contract"), between the Underwriter and Currents Community Development District "), furnishes the following disclosures to the District (all capitalized terms used and not fined 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 2020 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 2020 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 2020 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 2020 Bonds to any person not regularly employed or retained by the Underwriter in connection with the Series 2020 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 2020 Bonds for the
purpose of providing funds to: (i) accomplish the curr	ent refunding and redemption, on the date of issuance
of the Series 2020 Bonds, of the Outstanding principal	I amount of the Series 2019 Note; (ii) finance the Cost
of acquiring, constructing and equipping public asses	ssable infrastructure and improvements comprising a
portion of the Series 2020 Project; (iii) pay certain of	costs associated with the issuance of the Series 2020
Bonds; (iv) make a deposit into the Series 2020 Rese	erve Account; and (v) pay a portion of the interest to
become due on the portion of the Series 2020 Bonds	related to the Series 2020 Project.
The debt evidenced by the Series 2020 E approximately () years and B to this Purchase Contract, total interest paid over maturity, will be \$	
The source of repayment for the Series 2020	Bonds are the Series 2020 Assessments, imposed and
collected by the District. Based solely upon the assum	· •
of the Series 2020 Bonds will result in approximatel	
service payments due on the Series 2020 Bonds) of	of the Series 2020 Assessments 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 2020 Bonds were not issue	•
collect the Series 2020 Assessments in the amount of	the principal of and interest to be paid on the Series
2020 Bonds.	
[Remainder of page in	tentionally left blank.]

Signature Page to Disclosure and T	ruth-in-Bonding Statement
	Sincerely,
	FMSBONDS, INC.
	By: Theodore A. Swinarski, Senior Vice President - Trading

# **SCHEDULE I**

# **Expenses for the Series 2020 Bonds:**

<u>pense</u>

Amount

Expense DALCOMP

Clearance

**CUSIP** 

DTC

FINRA/SIPC

MSRB

Electronic Orders

TOTAL:

# EXHIBIT B

# TERMS OF BONDS

1.	Purchase Price for the Series 2020 Bonds: \$ (representing the \$ aggregate principal amount of the Series 2020 Bonds, [plus/less net original issue premium/discount of \$).
2.	Principal Amounts, Maturities, Interest Rates and Prices:
	Series 2020 Bonds
	Amount Maturity Date Rate Price
	The Underwriter has offered the Series 2020 Bonds to the public on or before the date of thi
of the S	se Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity. Series 2020 Bonds to the public at a price that is no higher than such initial offering prices[, excepte following maturities:].
3.	Redemption Provisions:
	Optional Redemption
	The Series 2020 Bonds are subject to redemption prior to maturity at the option of the District, in or part on any date, on or after November 1, 20 at the Redemption Price of the principal amount Series 2020 Bonds or portions thereof to be redeemed together with accrued interest to the date option.
	Mandatory Sinking Fund Redemption
Accoun	The Series 2020 Bonds maturing November 1, 20 are subject to mandatory redemption in par District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund at established under the Second Supplemental Indenture in satisfaction of applicable Amortization ments at the Redemption Price of the principal amount thereof, without premium, together with d interest to the date of redemption on November 1 of the years and in the principal amounts set forth
	Mandatory Sinking Fund  Year Redemption Amount  \$
	*
*Matur	<del>itv</del>

The Series 2020 Bonds maturing November 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

	<u>Year</u>	Mandatory Sinking Fund Redemption Amount \$
	*	
*Maturity		
by the District by lot prior to Account established under the Installments at the Redemption	their scheduled ma Second Supplement Price of the prince	er 1, 20 are subject to mandatory redemption in part aturity from moneys in the Series 2020 Sinking Fund tal Indenture in satisfaction of applicable Amortization cipal amount thereof, without premium, together with other 1 of the years and in the principal amounts set forth
	<u>Year</u>	Mandatory Sinking Fund Redemption Amount \$
	*	
*Maturity		
by the District by lot prior to	their scheduled ma	er 1, 20 are subject to mandatory redemption in part aturity from moneys in the Series 2020 Sinking Fund tal Indenture in satisfaction of applicable Amortization

Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth

below:

# Mandatory Sinking Fund Redemption Amount

5

\*

Year

\*Maturity

As more particularly set forth in the Indentures, any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds. Amortization Installments are also subject to recalculation, as provided in the Second Supplemental Indenture, as a result of the redemption of Series 2020 Bonds (other than (i) Series 2020 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2020 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by the Master Indenture) so as to reamortize the remaining Outstanding principal balance of the Series 2020 Bonds as set forth in the Second Supplemental Indenture.

## **Extraordinary Mandatory Redemption**

The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Series 2020 Project, by application of moneys transferred from the Series 2020 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indentures to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account in accordance with the terms of the Second Supplemental Indenture; or
- (b) from amounts, including Series 2020 Prepayments and transfers made pursuant to the Second Supplemental Indenture, required by the Indentures to be deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account; or
- (c) from amounts transferred to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account resulting from a reduction in the Series 2020 Reserve Account Requirement as provided for in the Second Supplemental Indenture; or
- (d) on and after the date on which the amount on deposit in the Series 2020 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2020 Bonds then Outstanding, including accrued interest thereon.

### **EXHIBIT C**

#### BOND COUNSEL'S SUPPLEMENTAL OPINION

, 2020

Currents Community Development District Collier County, Florida
FMSbonds, Inc. North Miami Beach, Florida
Re: \$ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds")
Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Currents Community Development District (the "District") of the above-referenced Series 2020 Bonds. The Series 2020 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, including particularly, Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended, and by Ordinance No. 2019-14 of the Board of County Commissioners of the County, effective as of June 27, 2019 (collectively, the "Act") and Resolution Nos. 2019-18 and 2020-\_\_ adopted by the Board of Supervisors of the District (the "Board") on September 11, 2019 and April 1, 2020, respectively (collectively, the "Resolution"). The Series 2020 Bonds are being further issued and secured by a Master Trust Indenture dated as of October 1, 2019 between the District and U.S. Bank National Association, as trustee (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_\_ 1, 2020 between the District and the Trustee (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indentures"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Indentures or in the Limited Offering Memorandum dated \_\_\_\_\_\_, 2020 relating to the Series 2020 Bonds.

As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Resolution, the Federal Tax Certificates, the Indentures and in the certified proceedings and other certifications and representations of public officials and others which have been furnished to us without undertaking to verify the same by independent investigation. In rendering the opinions set forth herein, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified in connection with the Series 2020 Bonds, including by public officials acting within the scope of their official capacities, and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies and the

legal capacity of all natural persons. Reference is made to the opinion of even date herewith of Hopping Green & Sams, P.A., counsel to the District, on which we have relied, as to the due creation and valid existence of the District. We have assumed, and understand you are relying on the opinion of even date herewith of Hopping Green & Sams, P.A. as to, the due authorization, execution and delivery of the Series 2020 Indenture by the District and the due authorization of the Resolution and other resolutions and proceedings of the District relating to the Series 2020 Bonds, including with respect to the Series 2020 Assessments included in the Series 2020 Pledged Revenues. We have also relied upon all findings in the final judgment of the Twentieth Circuit Court in and for Collier County, Florida rendered in the Validation Proceedings, certain certifications and representations provided as of the date hereof by the Developer, as the primary landowner and developer of the lands within the boundaries of the District subject to the Series 2020 Assessments and certain certifications of the District's Consulting Engineers dated of even date herewith relating to the Series 2020 Bonds. Reference is also made to the opinion of even date herewith of counsel to the Trustee, on which we have relied, as to the due authorization and execution of the Indentures, respectively, by the Trustee and of the enforceability of the Indentures, respectively, against the Trustee.

We express no opinion relating to the Limited Offering Memorandum or other offering material relating to the Series 2020 Bonds except only as to the matters set forth below.

Based on the foregoing, we are of the opinion that the information in the Limited Offering Memorandum under the caption "DESCRIPTION OF THE SERIES 2020 BONDS (other than the information thereunder in the second to last paragraph under the sub-caption "General Description," and under the sub-caption "Book-Entry Only System" as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" (other than the information thereunder in the \_\_\_\_\_ and \_\_\_\_ paragraphs under the subcaption "General," and under the subcaption "Prepayment of Series 2020 Assessments" as to which no opinion is expressed) insofar as such statements purport to describe or summarize certain provisions of the Indentures and the Series 2020 Bonds, present fair and accurate descriptions or summaries of such provisions. The information in the Limited Offering Memorandum under the caption "TAX MATTERS" insofar as such statements purport to summarize certain provisions of the Internal Revenue Code of 1986, as amended, present a fair and accurate summary of such provisions.

All opinions referred to herein exclude financial, statistical and demographic information contained in the Limited Offering Memorandum.

Very truly yours,

# EXHIBIT D

# ISSUER'S COUNSEL'S OPINION

, 2020
Currents Community Development District Collier County, Florida
U.S. Bank National Association Fort Lauderdale, Florida
FMSbonds, Inc. North Miami Beach, Florida
Greenspoon Marder West Palm Beach, Florida
GrayRobinson, P.A. Tampa, Florida
Re: \$Currents Community Development District Capital Improvement Revenue Bonds, Series 2020
Ladies and Gentlemen:
We have acted as counsel to the Flow Way Community Development District (the "District"), a local unit of special-purpose government existing under the laws of the State of Florida (the "State"), particularly Chapter 190, Florida Statutes, as amended (the "Act") in connection with the authorization, issuance and sale of its \$ Capital Improvement Revenue Bonds, Series 2020 ("Bonds"). In that capacity, we are familiar with matters relating to the preparation, execution and delivery of the Master Trust Indenture dated as of October 1, 2019 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture dated as of 1, 2020 (the "Second Supplemental Indenture", and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank National Association, as successor trustee (the "Trustee").
The Bonds have been authorized and issued pursuant to the Act, the Florida Constitution and other applicable provisions of Florida law. The District was established by the Board of County Commissioners of Collier County, Florida, by Ordinance 2019-04 effective as of June 27, 2019 (the "Ordinance"). The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the major infrastructure within and without the boundaries governed by the District.
The Bonds are being issued pursuant to the Act, the Indenture and the Bond Resolution (as defined herein).
In our capacity as counsel to the District, we have examined Resolution No and Resolution No adopted by the Board of Supervisors of the District (the "Board") on and , Resolution Nos , , and , adopted by the District on ,

, and, respectively (collectively, the "Assessment Resolutions"), the fina
["Special Assessment Report for Series 2020 Bonds"] dated, 2020 (the "Assessmen
Methodology"), for the Bonds, an opinion of counsel to the Trustee, an opinion of Bond Counsel, the Fina
Judgment Validating Bonds, certain certifications of the District Manager and District Financial Consultan
and such other documents as we have deemed necessary or appropriate in rendering the opinions set forth
below. Additionally, we have examined the Continuing Disclosure Agreement by and among the District
Taylor Morrison of Florida, Inc., and JPWard and Associates, LLC, dated, 2020 (the
"Continuing Disclosure Agreement"), the Bond Purchase Agreement between the District and FMSbonds
Inc. dated, 2020 (the "Bond Purchase Agreement"), the Agreement Regarding the Completion
of Certain Improvements by and between the District and the Developer, dated, 2020 (the
"Completion Agreement"), the Agreement regarding the Acquisition of Certain Real Work Product
Infrastructure and Real Property by and between the District and the Developer dated, 2020
(the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights
Relating to the Series 2020 Project by and among the Developer and District dated, 2020 (the
"Collateral Assignment"), and the True Up Agreement by and between the District, the Developer and the
District Manager dated , 2020 (the "True Up Agreement") (together, "Bond Agreements").

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 the District.

Based upon the foregoing and subject to the qualifications set forth below, we are of the opinion that:

- 1. 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 with such powers as set forth in the Act, with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Bond Purchase Agreement, and the Limited Offering Memorandum dated \_\_\_\_\_\_, 2020 for the Bonds (the "Limited Offering Memorandum"); (b) to issue the Bonds for the purpose for which they are issued; (c) to impose, levy and collect the special assessments securing the Bonds (herein, the "Series 2020 Special Assessments") and pledge the Trust Estate (as defined in the Indenture) to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolutions; (e) to own and operate the Series 2020 Project; and (f) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolutions, the Bond Agreements, the Bonds and the Indenture.
- 2. The Bonds, Indenture, and the Bond Agreements have been duly authorized, executed and delivered by the District, are valid and binding upon the District and are enforceable against the District in accordance with their respective terms. The terms and provisions of the Indenture and the Bond Agreements are in full force and effect on the date hereof and compliance by the District therewith neither conflicts with, constitutes a default under or results in a breach of the terms of any constitutional provision, law or, to our knowledge, any regulation, order, writ, injunction, decree of any court or governmental entity, any agreement or instrument to which the District is a party or results or will result in the creation or imposition of any encumbrance upon any of the properties or assets of the District other than those contemplated by the Indenture.

- 3. All conditions precedent to the issuance of the Bonds, as prescribed in the Indenture, have been fulfilled.
- 4. The proceedings by the District with respect to the Series 2020 Special Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Series 2020 Special Assessments. The Series 2020 Special Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2020 Special 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.
- 5. To the best of our knowledge, there is no litigation pending or threatened against the District (i) 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 Series 2020 Special Assessments or the Trust Estate pledged for the payment of the debt service on the Bonds; (ii) contesting or affecting 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; (iii) 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 collect and pledge the Trust Estate for the payment of the debt service on the Bonds; and (iv) specifically contesting the exclusion from federal gross income of interest on the Bonds.
- 6. As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity, required for the adoption of the Bond Resolution and the Assessment Resolutions and the execution and delivery of the Indenture, the Bonds, and the Bond Agreements and for the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.
- 7. The District has duly authorized the execution, delivery, use and distribution of the Limited Offering Memorandum and has duly authorized the delivery, use and distribution of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_\_\_, 2020 (the "Preliminary Limited Offering Memorandum" and, together with the Limited Offering Memorandum, the "Limited Offering Memoranda").
- 8. To our knowledge, based upon our review of the Limited Offering Memoranda and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Limited Offering Memoranda, as of the date hereof, nothing has come to our attention which would lead us to believe that the Limited Offering Memoranda when taken as a whole, contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except for the financial information and statistical data contained in the Limited Offering Memoranda or in the Appendices thereto, the information regarding DTC and its book-entry only system of registration, the information contained in the sections titled "SUITABILITY FOR INVESTMENT," "LEGAL MATTERS," "UNDERWRITING", "AGREEMENT BY THE STATE", "LEGALITY FOR INVESTMENT," "LITIGATION The Developer," "DESCRIPTION OF THE SERIES 2020 BONDS," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "NO RATING," "MISCELLANEOUS," or any Appendices thereto, all information related to the tax-exempt status of the Bonds, or those matters contained in opinions of Bond Counsel, as to all of which no opinion is expressed).
- 9. The Bonds have been validated by a final judgment of the Circuit Court in and for Collier County, Florida, of which no timely appeal was filed.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

In rendering all of the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing on such public records, certifications, documents and proceedings. We have also assumed the due authorization, execution and delivery of each document by each of the other parties thereto.

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.

The opinions or statements expressed above are based solely on the laws of Florida. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, any other state or other jurisdiction. We express no opinion and make no representations with regard to taxes, assessments or other financial information or statistical data.

Very truly yours,
Coleman, Yovanovich & Koester, P.A.
For the Firm

# **EXHIBIT E**

# FORM OF DEVELOPER'S COUNSEL OPINION

, 2020
Currents Community Development District Collier County, Florida
FMSbonds, Inc. North Miami Beach, Florida
U.S. Bank National Association, as Trustee Fort Lauderdale, Florida
Greenspoon Marder LLP Boca Raton, Florida
GrayRobinson, P.A. Tampa, Florida
Re: \$ Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds")
Ladies and Gentlemen:
I am counsel to Taylor Morrison of Florida, Inc., a Florida company (the "Developer"), which is the owner of certain lands within the development located in unincorporated Collier County, Florida, as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Developer in connection with the issuance by the Currents Community Development District (the "District") of the Series 2020 Bonds as described in the District's Preliminary Limited Offering Memorandum dated, 2020 and the District's final Limited Offering Memorandum, dated, 2020, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").
In my capacity as counsel to the Developer, I have examined originals or copies identified to my satisfaction as being true copies of the Limiting Offering Memoranda, the Agreement Regarding the Completion of Certain Improvements dated as of, 2020 ("Closing Date"), by and between the District and the Developer (the "Completion Agreement"), the Acquisition Agreement by and between the District and the Developer dated as of, 2020, as amended by a First Amendment to Acquisition Agreement dated as of the Closing Date (as amended, the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights dated as of the Closing Date and in recordable form by and between the District and the Developer (the "Collateral Assignment"), the Declaration of Consent to Jurisdiction of the Currents Community Development District and Imposition of Special Assessments and Imposition of Lien of Record by the respective Developer dated as of the Closing Date, the Certificates of the respective Developer dated as of the Closing Date, the Certificates of the Closing Date, by and among the District, the Developer, and District Management Services, LLC, as dissemination agent (the "Dissemination Agent") (collectively, the "Documents") and have made such

examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined the Developer's Articles of Incorporation filed with the

Florida Division of Corporations, Bylaws and certificates of good standing issued by the State of Florida on \_\_\_\_\_\_\_, 2020 (collectively, the "Organizational Documents").

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

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

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

- 1. The Developer is a corporation organized and existing under the laws of the State of Florida.
- 2. The Developer has the power to conduct its business and to undertake the development and sale of the lands in the District as described in the Limited Offering Memoranda and to enter into the Documents.
- 3. The Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.
- 4. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE SERIES 2020 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer, the Development and non-specified Bondholder Risks)" and "LITIGATION The Developer" does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the dates of the Limited Offering Memoranda or as of the date hereof.
- 5. The execution, delivery and performance of the Documents by the Developer does not violate (i) the Developer's Organizational Documents, (ii) to my knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which either of the Developer is a party or by which any of their respective assets are or may be bound; or (iii) to my knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on either of the Developer or any of their respective assets.
- 6. Nothing has come to my attention that would lead me to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) I have no knowledge that the Developer has not received all government permits, approvals, consents and licenses required in connection with the construction and completion of the development of the lands in the Development, the CIP and the Series 2020 Project as described in the Limited Offering Memoranda and the Engineer's Report other than certain permits, approvals, consents and licenses which are expected to be received in the ordinary course as needed and (b) I have no knowledge

of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the District Lands as described in the Limited Offering Memoranda and all appendices thereto.

- 7. To the best of my knowledge after due inquiry, the levy of the Series 2020 Assessments on the lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which either of the Developer is a party or to which either of the Developer or its respective properties or assets are subject.
- 8. To the best of my knowledge after due inquiry, there is no litigation pending or threatened which would prevent or prohibit the development of the District Lands in accordance with the description thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto as an Appendix or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.
- 9. To the best of my knowledge after due inquiry, the Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of my knowledge after due inquiry, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.
- 10. To the best of my knowledge after due inquiry the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which any of its assets are subject, which default would have a material adverse effect on the Series 2020 Bonds or the development of the District Lands.

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

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

Very truly yours,

## **EXHIBIT F**

#### CERTIFICATE OF DEVELOPER

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (the "Developer"), DOES HEREBY CERTIFY, that:

1.	This Certif	ficate of De	eveloper is	furnished	pursuant to	Section	8(c)(10)	of the Bond
Purchase Con	tract dated		2020 (the	"Purchase	Contract")	between	Currents	Community
Development 1	District (the	"District") a	ind FMSbor	nds, Inc. (th	e "Underwr	iter") rela	ting to th	e sale by the
District of its	\$	original agg	gregate prin	cipal amoui	nt of Capital	l Improve	ment Rev	enue Bonds,
Series 2020 (t	he "Series 2	020 Bonds"	'). Capitaliz	ed terms u	sed, but not	defined,	herein sh	nall have the
meaning assign	ned thereto ir	ı the Purcha	se Contract.					
2.	The Devel	oper is a co	orporation of	organized a	nd existing	under the	e laws of	the State of

- 2. The Developer is a corporation organized and existing under the laws of the State of Florida.
- 3. Representatives of the Developer have provided information to Currents Community Development District (the "District") to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated \_\_\_\_\_\_\_, 2020 and the Limited Offering Memorandum, dated \_\_\_\_\_\_\_, 2020, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").
- 4. The Declaration of Consent (Series 2020 Project) executed by the Developer dated as of the Closing Date and to be recorded in the public records of Collier County, Florida (the "Declaration of Consent"), the Completion Agreement (Series 2020 Project) by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement (Series 2020 Project) by and between the District and the Developer dated as of the Closing Date (the "Acquisition Agreement"), the Collateral Assignment Agreement (Series 2020 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 (Series 2020 Project) in recordable form by and between the District and the Developer dated as of the Closing Date (the "True-Up Agreement") constitute valid and binding obligation of the Developer, respectively, enforceable against the Developer, respectively, in accordance with its terms.
- 5. The Developer have reviewed and approved the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE SERIES 2020 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer and the Development), "LITIGATION The Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer) and warrants and represents 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 190.009 and 190.048, <u>Florida Statutes</u>, 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. Except as disclosed in the Limited Offering Memoranda, the Developer hereby represents that it owns all of the land in the District that will be subject to the Series 2020 Assessments, and hereby consents to the levy of the Series 2020 Assessments on the lands in the District owned by the Developer. The levy of the Series 2020 Assessments on the lands in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.
- 9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.
- 10. The Developer acknowledges that the Series 2020 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2020 Assessments will be levied by the District on the District Lands at times, and in amounts sufficient, to enable the District to pay debt service on the related Series of Series 2020 Bonds when due.
- 11. 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 the Developer is subject or by which the Developer or its respective 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 Agreements or on the Development. The Developer is current in the payment of all ad valorem, federal and state taxes associated with the Development.
- 12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor): (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents or the Ancillary Documents to which the Developer is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents or the Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Developer or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, or (d) that would have a material and adverse effect upon the ability of the Developer to (i) complete the development of lands within the District as described in the Limited Offering Memoranda, (ii) pay the Series 2020 Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.
- 13. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Development 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 as described in the Offering Memoranda will not be obtained as required.

- 14. The Developer acknowledges that it will have no rights under Chapter 170, <u>Florida Statutes</u>, as amended, to prepay without interest the Series 2020 Assessments imposed on the lands in the District owned by the Developer within thirty (30) days following completion of the Series 2020 Project and acceptance thereof by the District.
- 15. Except as set forth in the Limited Offering Memoranda, the Developer has never materially failed to comply with any continuing disclosure obligations entered into in connection with SEC Rule 15c2-12.
- 16. The Developer is not in default of any obligations to pay special assessments and the Developer is not insolvent.
- 17. [The current general development plans for the Development and the status of sales activity and projected absorption is as set forth in the Limited Offering Memorandum under the caption "THE DEVELOPMENT." The Developer is proceeding with all reasonable speed to develop the Development and to construct and sell lots and residential units to members of the general public.]
- 18. The District was not organized and will not be operated to perpetuate private control by the Developer. During the development period of the Development, and until such time as the majority of the members of the Board of Supervisors of the District are elected by qualified electors pursuant to the Act, the Developer expects to elect a majority of the members of the Board of Supervisors of the District. The Developer expects that all members of the Board elected thereby will comply with all provisions of the Act, and will inform any members of the Board related to the Developer that it expects such members to act only in furtherance of the public purposes described in the Act.
- 19. [As of the date of issuance of the Series 2020 Bonds, the Developer does not expect to be required to make any "true-up" or "density reduction" payment under the True-Up Agreement with the District dated \_\_\_\_\_\_, 2020.]

We understand that Bond Counsel to the District will rely on certain representations provided herein in giving its opinion that interest on the Series 2020 Bonds is excluded from gross income for federal income tax purposes.

Dated:, 2020.	
	TAYLOR MORRISON OF FLORIDA, INC.,
	Ву:
	Name: Title:
	Title.

### **EXHIBIT G**

#### **CERTIFICATE OF ENGINEER**

WALDROP ENGINEERING, P.A. (the "Engineers"), DOES HEREBY CERTIFY, that:

1 4 1 2000 (4 110 1 0 4 11) 1 11 4 0 4 0 14 0 1
dated, 2020 (the "Purchase Contract"), by and between Currents Community Developme
District (the "District") and FMSbonds, Inc. with respect to the \$ Currents Communication
Development District Capital Improvement Revenue Bonds, Series 2020 (the "Bonds"). Capitalized terr
used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or t
Preliminary Limited Offering Memorandum dated, 2020 and the Limited Offering
Memorandum, dated, 2020, including the appendices attached thereto, relating to the Bon
(collectively, the "Limited Offering Memoranda"), as applicable.

- 2. The Engineers have been retained by the District to act as consulting engineers.
- 3. The plans and specifications for the improvements constituting the Series 2020 Project (as described in the Limited Offering Memoranda) were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Series 2020 Project were obtained or are expected to be obtained in the ordinary course.
- 4. The Engineers prepared the reports entitled ["Master Engineer's Report" dated August 2019, as supplemented by the "First Supplemental Engineer's Report" dated \_\_\_\_\_\_\_, 2020] (as supplemented, the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The 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 District's CIP and the Series 2020 Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE SERIES 2020 PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: 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 Series 2020 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 Series 2020 Project does not exceed the lesser of the cost of such Series 2020 Project or the fair market value of the assets acquired by the District.
- 8. The Series 2020 Project, as described in the Report, functions as a system of improvements providing sufficient benefit to the assessable land in the District (and the Amended District Boundary, as defined in the Report) to support the levy of the Series 2020 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 CIP 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 of the CIP and the Development as described in the Limited Offering Memoranda have been received, or are reasonably expected to be obtained; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the CIP and 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 of the CIP and 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 CIP and the Development as described in the Limited Offering Memoranda and all appendices thereto.

- 10. There is adequate water and sewer service capacity to serve the Development within the District.
- The majority of the improvements in the Series 2020 Project to be funded by the Series 2020 Bonds are expected to be completed within twelve months from the date hereof, with all of the Series 2020 Project to be financed by the Series 2020 Bonds expected to be completed within three years from the date hereof. The Series 2020 Project consists solely of infrastructure and other improvements identified under Section 190.012, Florida Statutes. The Series 2020 Project is and will be (i) located on public property or within public rights of way or easements and (ii) accessible by the general public and/or part of a public utility or drainage system. No earthwork, grading or other improvements relating to the Series 2020 Project have been or will be constructed or performed on private lots or private property. With respect to any lakes constructed or improved with proceeds of the Series 2020 Bonds, no water is being collected therein specifically to be used for reuse on private lots or private property. All water management improvements included in the Series 2020 Project are an integral part of the water management system needed for the District and are located on public land or within public easements and not within private roads. All lakes included in Series 2020 Project were or will be constructed in accordance with applicable requirements of governmental authorities with jurisdiction over the lands in the District and not for the purpose of creating fill for private property. It was less expensive to allow the Developer of the land in the District to use any excess fill generated by construction of the water management system than to haul such fill off-site. Any roadways financed by the Series 2020 Bonds as part of the Series 2020 Project will be operated as public roads and any member of the public will have free and unrestricted access to such roads. The Series 2020 Project does not include undergrounding of electric utility lines or reuse/irrigation facilities. Any conservation and mitigation improvements included in the portion of the Series 2020 Project financed by the Series 2020 Bonds are required by applicable governmental development orders, approvals and permits relating to the lands in the District.

12. 2020 Project i	With proper operas at least 20 years.	and maintenance, the reasonably expected average life o	f the Series
Date:	, 2020		
		WALDROP ENGINEERING, P.A.	
		By:	

Print Name:\_\_\_ Title:

### EXHIBIT H

#### CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

JPWARD AND ASSOCIATES, LLC ("JPWard"), DOES HEREBY CERTIFY:

1.	This certificate is furnished pursuant to Section $8(c)(18)$ of the	Bond Purchase Contract
dated	, 2020 (the "Purchase Contract"), by and between Currents C	ommunity Development
District (the	"District") and FMSbonds, Inc. with respect to the \$	_ Currents Community
Development	District Capital Improvement Revenue Bonds, Series 2020 (the	"Series 2020 Bonds").
Capitalized te	erms used, but not defined, herein shall have the meaning assigned	thereto in the Purchase
Contract or th	e Limited Offering Memoranda relating to the Series 2020 Bonds, a	s applicable.

- 2. JPWard has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Series 2020 Bonds.
- 3. In connection with the issuance of the Series 2020 Bonds, we have been retained by the District to prepare the Master Special Assessment Methodology Report dated September 11, 2019 (the "Master Methodology") as supplemented by the [Final Supplemental Special Assessment Methodology Report] dated \_\_\_\_\_\_\_, 2020 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Preliminary Limited Offering Memorandum dated \_\_\_\_\_\_, 2020 and the Limited Offering Memorandum, dated \_\_\_\_\_\_, 2020, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").
- 4. Based on our reliance on the certificate of the District's Consulting Engineer of even date herewith reflecting that the Series 2020 Project provides a special benefit to the properties assessed, the Series 2020 Assessments are not in excess of such benefit, and the Series 2020 Assessments are each fairly and reasonably allocated to the properties assessed.
- 5. The Series 2020 Assessments, as initially levied and as may be reallocated from time to time as permitted by the District's applicable assessment resolutions and the Assessment Methodology are sufficient to enable the District to pay the debt service on the Series 2020 Bonds, through the final maturities thereof.
- 6. JPWard hereby consents to the use of the Assessment Methodology included as Appendix D to the Limited Offering Memoranda.
  - 7. JPWard hereby consents to the references to the firm in the Limited Offering Memoranda.
- 8. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.
- 9. The information set forth in the Limited Offering Memoranda under the captions "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "CONTINGENT FEES," and "FINANCIAL INFORMATION," 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.

change in the m	*	Offering Memoranda, the firm knows of no material ethodology and is of the opinion that the considerations Methodology are reasonable;
Advisor or Securities	urities Broker nor is JPWard registers s and Exchange Act of 1934, as ame	ats Community Development District as a Municipal ed to provide such services as described in Section 15B anded. Similarly, JPWard does not provide the Currents visory services or offer investment advice in any form.
Dated:	, 2020.	
		JPWARD AND ASSOCIATES, LLC, a Florida limited liability company
		By:

DRAFT-1	
---------	--

GrayRobinson, P.A. March 20, 2020

, 2020

#### PRELIMINARY LIMITED OFFERING MEMORANDUM DATED

NEW ISSUE - BOOK-ENTRY ONLY LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel, under existing law, and assuming compliance with the tax covenants described herein, interest on the Series 2020 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that pursuant to the Act, the Series 2020 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220. See "TAX MATTERS" herein regarding certain other tax considerations.

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT (COLLIER COUNTY, FLORIDA)

\$\_\_\_\_\*
Capital Improvement Revenue Bonds,
Series 2020

Dated: Date of Delivery

Due: As set forth herein

The Currents Community Development District Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds") are being issued by the Currents Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof, provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

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. 2019-14 of the Board of County Commissioners of Collier County, Florida (the "County"), effective as of June 27, 2019 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2020 Bonds will bear interest at the fixed rates set forth on the cover, calculated on the basis of a 360-day year comprised of twelve 30-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2020. The Series 2020 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 2020 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2020 Bonds will be paid from sources described below by U.S. Bank National Association, 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 2020 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 2020 Bond. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System" herein.

Proceeds of the Series 2020 Bonds will be used to: (i) accomplish the current refunding and redemption, on the date of issuance of the Series 2020 Bonds, of the Outstanding principal amount of the Series 2019 Note; (ii) finance the Cost of acquiring, constructing and equipping public assessable infrastructure and improvements comprising a portion of the Series 2020 Project (as described herein); (iii) pay certain costs associated with the issuance of the Series 2020 Bonds; (iv) make a deposit into the Series 2020 Reserve Account; and (v) pay a portion of the interest to become due on the portion of the Series 2020 Bonds related to the Series 2020 Project. See "PURPOSE OF THE SERIES 2020 BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2020 Bonds will be payable from and secured by a pledge of the Series 2020 Trust Estate, which includes the Series 2020 Pledged Revenues and the Series 2020 Pledged Funds. The Series 2020 Pledged Revenues consist of the revenues derived by the District from the Series 2020 Assessments levied to pay debt service on the Series 2020 Bonds against certain District Lands (as further described herein). The Series 2020 Pledged Funds consist of the Funds and Accounts (except for the Series 2020 Rebate Account) established by the Indentures. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS."

The Series 2020 Bonds is 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 2020 BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2020 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2020 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURES AUTHORIZING THE ISSUANCE OF THE SERIES 2020 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES OR THE SERIES 2020 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES, OR THE SERIES 2020 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2020 TRUST ESTATE, INCLUDING THE SERIES 2020 PLEDGED REVENUES AND THE SERIES 2020 PLEDGED FUNDS, PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED IN THE INDENTURES.

The Series 2020 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, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. The Series 2020 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2020 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2020 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

\$ 	% Series 2020 Term Bond due November 1, 20	Yield	%, Price	CUSIP#	**
\$ _	% Series 2020 Term Bond due November 1, 20	Yield	%, Price	CUSIP#	**

The initial sale of the Series 2020 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenspoon Marder LLP, Boca Raton, Florida, Bond Counsel, as to the validity of the Series 2020 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, Coleman, Yovanovich & Koester, P.A., Naples, Florida, for the Developer (as hereinafter defined) by their counsel, J. Wayne Crosby, P.A., Winter Park, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2020 Bonds will be delivered in book-entry form through the facilities of DTC on or about , 2020.

# FMSbonds, Inc.

Dated:	. 2020

<sup>\*</sup> Preliminary, subject to change.

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

### CURRENTS COMMUNITY DEVELOPMENT DISTRICT

# **BOARD OF SUPERVISORS**

[John Wollard,\* Chairperson Ryan Futch,\* Vice Chairperson Brian Keller,\* Assistant Secretary Tim Martin,\* Assistant Secretary Rob Summer,\* Assistant Secretary]

### DISTRICT MANAGER/METHODOLOGY CONSULTANT

JPWard and Associates, LLC Oakland Park, Florida

### DISTRICT COUNSEL

Coleman, Yovanovich & Koester, P.A. Naples, Florida

# **BOND COUNSEL**

Greenspoon Marder LLP Boca Raton, Florida

# DISTRICT ENGINEER

Waldrop Engineering, P.A. Bonita Springs, Florida

<sup>\*</sup> Employee of, or affiliated with, the Developer

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 2020 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT OR THE SERIES 2020 PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE INDENTURES 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 2020 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 2020 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF SERIES 2020 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 DEVELOPER DOES 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: **THIS** WWW.MUNIOS.COM WWW.EMMA.MSRB.ORG. AND 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).

# **TABLE OF CONTENTS**

	PAGE
INTRODUCTION	1
PURPOSE OF THE SERIES 2020 BONDS	2
DESCRIPTION OF THE SERIES 2020 BONDS	3
General Description	
Redemption Provisions	
Purchase of Series 2020 Bonds	6
Book-Entry Only System	6
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS	
Prepayment of Series 2020 Assessments	
Covenant Against Sale or Encumbrance	
Additional Bonds	
Series 2020 Acquisition and Construction Account	
Series 2020 Reserve Account	
Deposit and Application of the Pledged Revenues	
Investments	14
Events of Default	
ENFORCEMENT OF ASSESSMENT COLLECTIONS	
General	
Direct Billing & Foreclosure Procedure Uniform Method Procedure	
BONDOWNERS' RISKS	
Concentration of Land Ownership	
Bankruptcy and Related Risks Series 2020 Assessments Are Non-Recourse	
Regulatory and Environmental Risks	
Economic Conditions and Changes in Development Plans.	
Other Taxes and Assessments	
Limited Secondary Market for Series 2020 Bonds	
Inadequacy of Series 2020 Reserve Account	
Legal Delays	
IRS Examination and Audit Risk	
Loss of Exemption from Securities Registration	
Federal Tax Reform	
State Tax Reform  Insufficient Resources or Other Factors Causing Failure to Complete the Series 2020 Project	
or the Construction of Homes within the District	
Cybersecurity	
Payment of Series 2020 Assessments after Bank Foreclosure	
ESTIMATED SOURCES AND USES OF FUNDS	
DEBT SERVICE REQUIREMENTS	
THE DISTRICT	32

	s and Authority	
Board of Supervisors  The District Manager and Other Consultants		
	Indebtedness	
CAPITAL IMPR	OVEMENT PLAN [AND THE SERIES 2020 PROJECT]	35
ASSESSMENT N	METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS	37
THE DEVELOP	MENT	38
THE DEVELOP	ER	42
TAX MATTERS		43
	ederal Income Tax Consequences	
•	ax Lawnt of Original Issue Discount	
	nt of Original Issue Premium	
Additional M	latters Relating to On-going IRS Audit Program and Special Districts	45
AGREEMENT B	BY THE STATE	46
LEGALITY FOR	R INVESTMENT	46
SUITABILITY F	OR INVESTMENT	46
ENFORCEABIL	ITY OF REMEDIES	46
-	er	
	FEES	
FINANCIAL IN	FORMATION	47
DISCLOSURE R	REQUIRED BY FLORIDA BLUE SKY REGULATIONS	48
CONTINUING I	DISCLOSURE	48
UNDERWRITIN	IG	48
VALIDATION		49
LEGAL MATTE	RS	49
MISCELLANEO	OUS	49
AUTHORIZATION	ON AND APPROVAL	50
APPENDIX A:	COPY OF MASTER INDENTURE AND PROPOSED FORM OF	
	SUPPLEMENTAL INDENTURE	A-1
APPENDIX B:	PROPOSED FORM OF OPINION OF BOND COUNSEL	B-1
APPENDIX C.	ENGINEER'S REPORT	C-1

APPENDIX D:	ASSESSMENT METHODOLOGY	D-1
APPENDIX E:	PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT	E-1

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT (COLLIER COUNTY, FLORIDA)

Series 2020

\*
Capital Improvement Revenue Bonds,
Series 2020

### **INTRODUCTION**

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Currents Community Development District (the "District" or "Issuer") of its \$\_\_\_\_\_\* Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds").

THE SERIES 2020 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2020 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUES, AS AMENDED, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2020 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2020 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 by Ordinance No. 2019-14 of the Board of County Commissioners of Collier County, Florida (the "County"), effective as of June 27, 2019 (the "Ordinance"). The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands. The Act authorizes the District to issue bonds for the purpose of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

The District Lands are located entirely within an unincorporated area of the County and are being developed as a 1,251 unit residential community to be known as "Currents" and referred to herein as the "Development." The Development is located within the existing Fiddler's Creek/Marco Shores DRI/PUD and is bounded to the northeast by Tamiami Trail (U.S. Highway 41), south of Sandpiper Drive. The Development is adjacent to the Fiddlers Creek development which is an approximate 2,000 unit development that commenced in the early 2000's. See "THE DEVELOPMENT" herein for more information.

1

<sup>\*</sup> Preliminary, subject to change.

Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), is the owner of the lands within the District and is the developer and homebuilder of the Development. See "THE DEVELOPER" herein for more information.

The Series 2020 Bonds will be payable from and secured by a pledge of the Series 2020 Trust Estate, which includes the Series 2020 Pledged Revenues and the Series 2020 Pledged Funds. The Series 2020 Pledged Revenues consist of the revenues derived by the District from the Series 2020 Assessments levied to pay debt service on the Series 2020 Bonds against certain District Lands (as further described herein). The Series 2020 Pledged Funds consist of the Funds and Accounts (except for the Series 2020 Rebate Account) established by the Indentures. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS."

The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will initially be levied on the remaining approximately 381.44 developable acres in the Development planned for 1,251 residential units. As lots are platted, the Series 2020 Special Assessments will be assigned to the expected 1,251 residential lots on a first platted, first assigned basis. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS."

There follows in this Limited Offering Memorandum a brief description of the District, the Developer, the Development, the Series 2020 Project and summaries of the terms of the Series 2020 Bonds, the Indentures and certain provisions of the Act. All references herein to the Indentures and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2020 are qualified by reference to the respective definitive form thereof and the information with respect thereto contained in the Indentures. The proposed forms of the Master Indenture and Second 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 2020 BONDS**

Proceeds of the Series 2020 Bonds will be used to: (i) accomplish the current refunding and redemption, on the date of issuance of the Series 2020 Bonds, of the Outstanding principal amount of the Series 2019 Note; (ii) finance the Cost of acquiring, constructing and equipping public assessable infrastructure and improvements comprising a portion of the Series 2020 Project; (iii) pay certain costs associated with the issuance of the Series 2020 Bonds; (iv) make a deposit into the Series 2020 Reserve Account; and (v) pay a portion of the interest to become due on the portion of the Series 2020 Bonds related to the Series 2020 Project. See "PURPOSE OF THE SERIES 2020 BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

### **DESCRIPTION OF THE SERIES 2020 BONDS**

#### **General Description**

The Series 2020 Bonds are issuable only as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof; provided, however, that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The Series 2020 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 2020 Bonds shall be dated as of the date of initial delivery. Each Series 2020 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2020 Bond has been paid, in which event such Series 2020 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2020 Bonds, in which event, such Series 2020 Bond shall bear interest from its date. "Interest Payment Date" means May 1 and November 1 of each year, commencing November 1, 2020. Interest on the Series 2020 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 such Series 2020 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in the Second Supplemental Indenture, all of the Outstanding Series 2020 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2020 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2020 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2020 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2020 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2020 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2020 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers with respect to such Series 2020 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2020 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2020 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in

the respective Indentures shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2020 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2020 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2020 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2020 Bonds shall designate, in accordance with the provisions of the respective Indentures. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System" below.

The Series 2020 Bonds will initially be sold only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder, although there is no limitation on resales of the Series 2020 Bonds. See "SUITABILITY FOR INVESTMENT" below.

U.S. Bank National Association is initially serving as the Trustee, Registrar and Paying Agent for the Series 2020 Bonds.

# **Redemption Provisions**

## **Optional Redemption**

The Series 2020 Bonds are subject to redemption prior to maturity at the option of the District, in whole or part on any date, on or after November 1, 20\_\_\_ at the Redemption Price of the principal amount of the Series 2020 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

## **Mandatory Sinking Fund Redemption**

The Series 2020 Bonds maturing November 1, 20\_\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on November 1 of the years and in the principal amounts set forth below:

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

As more particularly set forth in the Indentures, any Series 2020 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2020 Bonds. Amortization Installments are also subject to recalculation, as provided in the Second Supplemental Indenture, as a result of the redemption of Series 2020 Bonds (other than (i) Series 2020 Bonds redeemed in accordance with scheduled Amortization Installments or (ii) Series 2020 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by the Master Indenture) so as to reamortize the remaining Outstanding principal balance of the Series 2020 Bonds as set forth in the Second Supplemental Indenture.

### **Extraordinary Mandatory Redemption**

The Series 2020 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Series 2020 Project, by application of moneys transferred from the Series 2020 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indentures to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account in accordance with the terms of the Second Supplemental Indenture; or
- (b) from amounts, including Series 2020 Prepayments and transfers made pursuant to the Second Supplemental Indenture, required by the Indentures to be deposited into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account; or
- (c) from amounts transferred to the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account resulting from a reduction in the Series 2020 Reserve Account Requirement as provided for in the Second Supplemental Indenture; or
- (d) on and after the date on which the amount on deposit in the Series 2020 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2020 Bonds then Outstanding, including accrued interest thereon.

#### **Notice of Redemption and of Purchase**

Notice of each redemption of Series 2020 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of Series 2020 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indentures, the Series 2020 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2020 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2020 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2020 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor

any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indentures, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

#### **Purchase of Series 2020 Bonds**

Pursuant to the Indentures, the District may purchase the Series 2020 Bonds then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Series 2020 Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Series 2020 Bonds under the provisions of the applicable Indenture if such Series 2020 Bonds were called for redemption on such date.

## **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 2020 Bonds. The Series 2020 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 2020 Bond certificate will be issued for each maturity of each Series of the Series 2020 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 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest

of each actual purchaser of each Series 2020 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 2020 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 2020 Bonds, except in the event that use of the bookentry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 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 2020 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 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 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 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2020 Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding the Series 2020 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 2020 Bonds of a Series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2020 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020 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 2020 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 2020 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

\_

<sup>\*</sup> Not applicable to the Series 2020 Bonds.

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 2020 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 2020 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 2020 Bond certificates will be printed and delivered to DTC.

#### SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS

#### General

NEITHER THE SERIES 2020 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2020 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURES AUTHORIZING THE ISSUANCE OF THE SERIES 2020 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES OR THE SERIES 2020 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURES, OR THE SERIES 2020 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2020 TRUST ESTATE. INCLUDING THE SERIES 2020 PLEDGED REVENUES AND THE SERIES 2020 PLEDGED FUNDS, PLEDGED TO THE SERIES 2020 BONDS, ALL AS PROVIDED HEREIN, IN INDENTURES.

The Series 2020 Bonds will be payable from and secured by a pledge of the Series 2020 Trust Estate, which includes the Series 2020 Pledged Revenues and the Series 2020 Pledged Funds. The Series 2020 Pledged Revenues consist of the revenues derived by the District from the Series 2020 Assessments levied to pay debt service on the Series 2020 Bonds against certain District Lands (as further described herein). The Series 2020 Pledged Funds consist of the Funds and Accounts (except for the Series 2020 Rebate Account) established by the Indentures.

"Series 2020 Assessments" shall mean the Assessments imposed, levied and collected by the District in respect of the Series 2020 Bonds and the portion of the Series 2019 Project and the Series 2020 Project refinanced and financed with the proceeds thereof and other available funds.

The Series 2020 Assessments are non-ad valorem Assessments imposed and levied by the District pursuant to Section 190.022 of the Act and the Assessment Resolutions (as defined in the Indentures) and

8

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 Series 2020 Assessments will constitute separate liens against the land as to which the Series 2020 Assessments, respectively, are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The Assessment Methodology, which describes the methodology for allocating the Series 2020 Assessments to the lands within the District, is included as APPENDIX D attached hereto.

In the Master Indenture, the District will covenant that, if any Series 2020 Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2020 Assessments is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2020 Assessment when it might have done so, the District shall either (i) take all necessary steps to cause a new Series 2020 Assessments 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 Series 2020 Assessments from any legally available moneys, which moneys shall be deposited into the Series 2020 Revenue Account. In case such second Series 2020 Assessment shall be annulled, the District shall obtain and make other Series 2020 Assessments until a valid Series 2020 Assessments shall be made.

## **Prepayment of Series 2020 Assessments**

[Pursuant to the Assessment Proceedings, an owner of property subject to the Series 2020 Assessments, as applicable, may, at its option, prepay the entire principal balance of such Special Assessment or a portion of the amount such Special Assessment at any time (provided however that the right to partially prepay the Series 2020 Assessments shall be limited to the Developer only), plus accrued interest to the next succeeding interest payment date on the related Series of Series 2020 Bonds (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date). Prepayment of such Special Assessment does not entitle the property owner to any discounts for early payment.

Pursuant to the Act, an owner of property subject to the levy of Series 2020 Assessments may pay the entire balance of the Series 2020 Assessments remaining due, without interest, within thirty (30) days after the Series 2020 Project has been completed or acquired by the District and the Board has adopted a resolution accepting such 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 in connection with the issuance of the Series 2020 Bonds, but only for the land that the Developer owns at the time of closing on the Series 2020 Bonds.]

The Series 2020 Bonds are subject to extraordinary redemption as indicated under "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional or required Prepayments of Series 2020 Assessments by property owners. Pursuant to the Indentures, a credit against the full amount of a Prepayment of a Series 2020 Assessment may be available from certain moneys in the Series 2020 Reserve Account in excess of the Reserve Requirement as a result of such Prepayment. See "– Series 2020 Reserve Account" herein for more information.

## **Covenant Against Sale or Encumbrance**

In the Master Indenture, the District will covenant that except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber the Series 2020 Project or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information. The Master Indenture further

provides that the District may: (i) dispose of all or any part of the Series 2020 Project, other than the Series 2020 Project the revenues to be derived from the operation of which are pledged to the Series 2020 Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series 2020 Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series 2020 Project.

#### **Additional Bonds**

Other than Bonds issued to refund all of the then Outstanding Series 2020 Bonds, the issuance of which results in net present value debt service savings, the District shall not, while any Series 2020 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2020 Trust Estate. The District will further covenant and agree that so long as the Series 2020 Bonds are Outstanding, without the prior written consent of the Majority Owners, it will not impose Assessments for capital projects on any lands subject to the Series 2020 Assessments other than the Series 2020 Assessments, unless the Series 2020 Assessments have been Substantially Absorbed. "Substantially Absorbed" shall mean the date when at least seventy-five percent (75%) of the principal portion of the Series 2020 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy. The Trustee and the District may conclusively rely on a certificate from the District Manager regarding such status of the residential units and the Series 2020 Assessments, and in the absence of such certification, may assume the Series 2020 Assessments have not been Substantially Absorbed. Notwithstanding the previous sentences herein, the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2020 Assessments which are necessary, as determined by the District, for health, safety or welfare reasons or to remediate a natural disaster or Operation and Maintenance Assessments. The Trustee is entitled to assume that the Series 2020 Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of the District Manager to the contrary on which the Trustee may conclusively rely.

The District and/or other public entities may impose taxes or other Assessments on the same properties encumbered by the Series 2020 Assessments without the consent of the Owners of the Series 2020 Bonds. The District expects to impose certain non-ad valorem Assessments called maintenance assessments, which are of equal dignity with the Series 2020 Assessments, on the same lands upon which the Series 2020 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 2020 Acquisition and Construction Account

The Second Supplemental Indenture establishes a separate account within the Acquisition and Construction Fund designated therein as the "Series 2020 Acquisition and Construction Account." Amounts on deposit in the Series 2020 Acquisition and Construction Account shall be applied to pay the Cost of the Series 2020 Project upon compliance with the requisition provisions set forth in the Indenture and upon receipt by the Trustee of a requisition in the form attached to the Second Supplemental Indenture and executed by the District and the Consulting Engineers. Anything in the Indentures to the contrary notwithstanding, the Consulting Engineers shall establish a Date of Completion for the Series 2020 Project, and any balance remaining in the Series 2020 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2020 Project which are required to be reserved in the Series 2020 Acquisition and Construction Account in accordance

with the certificate of the Consulting Engineers delivered to the District and the Trustee establishing such Date of Completion), shall be deposited pursuant to the Second Supplemental Indenture to the Series 2020 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2020 Bonds in accordance with the Second Supplemental Indenture and in the manner prescribed in the form of the Series 2020 Bonds attached as an exhibit to the Second Supplemental Indenture, whereupon the Series 2020 Acquisition and Construction Account shall be closed. Until the Trustee has received a certificate of the Consulting Engineers establishing the Date of Completion of the Series 2020 Project, the Trustee shall assume the Date of Completion of the Series 2020 Project has not yet occurred.

Amounts on deposit in the Series 2020 Capitalized Interest Account shall, until and including November 1, 2020, be transferred into the Series 2020 Interest Account and applied to the payment of interest first coming due on the Series 2020 Bonds. Any amounts remaining in the Series 2020 Capitalized Interest Account after November 1, 2020 shall be transferred into the Series 2020 Acquisition and Construction Account, whereupon the Series 2020 Capitalized Interest Account shall be closed.

Anything in the Indentures to the contrary, the District will acknowledge that (i) the Series 2020 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may not be used by the District (whether to pay costs of the Series 2020 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2020 Project and payment is for such work (and a certificate of an Authorized Officer as to whether such binding obligation has been incurred delivered to the Trustee in the form as attached to the Second Supplemental Indenture shall be conclusive evidence of the same on which the Trustee may rely), and (iii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may be used by the Trustee and/or the District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture, as supplemented hereby, provided such action does not adversely impact the tax-exempt status of the Series 2020 Bonds and provided, further, that every use of Series 2020 Pledged Revenues for such purpose shall be accompanied by detailed invoices delivered to the District Manager of the District indicating the purpose for which Series 2020 Pledged Revenues are to be applied and such invoices shall be subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject. After the occurrence of an Event of Default, the District shall not enter into any binding agreement to expend any amounts included in the Series 2020 Trust Estate unless authorized in writing by the Majority Owners.

See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE" attached hereto for more information.

#### **Series 2020 Reserve Account**

The Second Supplemental Indenture establishes a "Series 2020 Reserve Account" within the Debt Service Reserve Fund for the Series 2020 Bonds (referred to herein as the "Series 2020 Reserve Account"). The Series 2020 Reserve Account shall be funded and maintained at all times, subject to the provisions of the Second Supplemental Indenture, in an amount equal to the Series 2020 Reserve Account Requirement. The "Series 2020 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculations, notwithstanding anything to the contrary in the Master Indenture, the determination of the "Outstanding Series 2020 Bonds" shall take into account only any redemptions of Series 2020 Bonds to be made from

Prepayments of the Series 2020 Assessments on the next succeeding Redemption Date immediately following the calculation date but shall not take into account reduction in the Outstanding principal amount of the Series 2020 Bonds as the result of the payment of regularly scheduled Amortization Installments. Upon the initial issuance of the Series 2020 Bonds, the Series 2020 Reserve Account Requirement is \$\_\_\_\_\_\_\_, which is equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof and which does not exceed the least of (a) 125% of the average annual Debt Service for all Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof, (b) 10% of the aggregate net proceeds of the Series 2020 Bonds calculated as of the date of original issuance thereof or (c) the Maximum Annual Debt Service Requirement for the Outstanding Series 2020 Bonds calculated as of the date of original issuance thereof.

Except as otherwise provided in the Indentures, amounts on deposit in the Series 2020 Reserve Account shall be used only for the purpose of making payments into the Series 2020 Interest Account and the Series 2020 Sinking Fund Account to pay Debt Service on the Series 2020 Bonds, when due, without distinction as to Series 2020 Bonds and without privilege or priority of one Series 2020 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of cash and Series 2020 Investment Obligations.

Anything in the Indentures to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day) (or such other date that corresponds to the date mutually determined by the Trustee and the District pursuant to the Second Supplemental Indenture), the Trustee is hereby authorized and directed to recalculate the Series 2020 Reserve Account Requirement and to transfer any excess on deposit in the Series 2020 Reserve Account (other than excess resulting from investment earnings which shall be applied as provided in the Second Supplemental Indenture) into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account to be applied to the extraordinary mandatory redemption of such Series 2020 Bonds.

On the earliest date on which there is on deposit in the Series 2020 Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2020 Bonds, together with accrued interest on such Series 2020 Bonds to the earliest date of redemption permitted in the Series 2020 Bonds and the Second Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the Series 2020 Reserve Account into the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account to pay and redeem all of the Outstanding Series 2020 Bonds on the earliest date of redemption permitted therein and herein.

Anything in the Indentures to the contrary notwithstanding, amounts on deposit in the Series 2020 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

# **Deposit and Application of the Pledged Revenues**

The Second Supplemental Indenture establishes a "Series 2020 Revenue Account" within the Revenue Fund for the Series 2020 Bonds. All Funds and Accounts described under this heading are those created and established pursuant to the Second Supplemental Indenture.

The Trustee shall deposit into the Series 2020 Revenue Account the Series 2020 Assessment Revenues other than the Series 2020 Prepayments, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the Series 2020 Prepayment Subaccount

of the Series 2020 Redemption Account, and any other revenues required by other provisions of the Indentures to be deposited therein.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2020 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day) (or such other date mutually determined by the Trustee and the District that is closer to a particular Quarterly Redemption Date and will give the Trustee sufficient time to provide notice of the extraordinary mandatory redemption the Series 2020 Bonds as provided in the Second Supplemental Indenture), the Trustee shall determine the amount on deposit in the Series 2020 Prepayment Subaccount of the Series 2020 Redemption Account, and, if the balance therein is greater than zero, shall transfer, but only at the written direction of the District, from the Series 2020 Revenue Account for deposit into the Series 2020 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2020 Bonds on the next Interest Payment Date), and, shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2020 Bonds on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2020 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2020 Bonds set forth in the form of Series 2020 Bonds attached to the Indentures and certain provisions of the Indentures.

On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2020 Capitalized Interest Account to the Series 2020 Interest Account the lesser of (x) the amount of interest coming due on the Series 2020 Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2020 Capitalized Interest Account.

Following the foregoing transfer, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2020 Revenue Account to the Funds and Accounts designated below the following amounts in the following order of priority:

FIRST, to the Series 2020 Interest Account, an amount equal to the amount of interest payable on all Series 2020 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2020 Capitalized Interest Account in accordance with the Second Supplemental Indenture and less any other amount already on deposit in the Series 2020 Interest Account not previously credited;

SECOND, on each November 1, commencing November 1, 2021, to the Series 2020 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2020 Bonds subject to mandatory sinking fund redemption on such November 1, and the amount already on deposit in the Series 2020 Sinking Fund Account not previously credited;

THIRD, to the Series 2020 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020 Reserve Account Requirement with respect to the Series 2020 Bonds; and

FOURTH, the balance shall be retained in the Series 2020 Revenue Account subject to the following paragraph.

Anything in the Indentures to the contrary notwithstanding, it shall not, in and of itself, constitute an Event of Default if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefore. The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any

calendar year, at the direction of the District, withdraw any moneys held for the credit of the Series 2020 Revenue Account as of November 2nd of such year which are not otherwise required to be deposited to other Funds and Accounts pursuant to the Second Supplemental Indenture on such immediately preceding Interest Payment Date and deposit such moneys first to the credit of the Series 2020 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District by such date detailing the amount of such obligation which shall be deposited. Any remaining amounts in the Series 2020 Revenue Account on November 2nd of any calendar year after making the payment, if any, required under the immediately preceding sentence, may next be transferred to the District, at its written request, to be used for any lawful purpose of the District; provided, however, that on the proposed payment date of any proposed transfer to the District, the amount on deposit in the Series 2020 Reserve Account shall be equal to the Series 2020 Reserve Requirement and provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture, including, but not limited to, payment of Trustee's fees and expenses then due.

#### **Investments**

#### General

Moneys on deposit in all of the Funds and Accounts held as security for the Series 2020 Bonds under the Indentures shall be invested only in Series 2020 Investment Obligations, and further, earnings on the Series 2020 Acquisition and Construction Account and the Series 2020 Interest Account shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Accounts or subaccounts. Earnings on investments in the Funds and Accounts, other than the Series 2020 Reserve Account which are addressed below, and other than as set forth in the Indentures, shall be deposited, as realized, to the credit of the Series 2020 Revenue Account, and used for the purpose of such Account.

## **Series 2020 Reserve Account**

Earnings on investments in the Series 2020 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency in the Series 2020 Reserve Account as of the most recent date on which amounts on deposit in the Series 2020 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2020 Reserve Account since such date which have created a deficiency, then earnings on the Series 2020 Reserve Account shall, prior to the date the Series 2020 Acquisition and Construction Account is closed, be deposited into the Series 2020 Acquisition and Construction Account and used for the purpose of such Account, and after such date, shall be deposited into the Series 2020 Revenue Account and used for the purpose of such Account; and
- (ii) if as of the last date on which amounts on deposit in the Series 2020 Reserve Account were valued by the Trustee there was a deficiency, or if after such date withdrawals have been made from the Series 2020 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020 Reserve Account shall be deposited into the Series 2020 Reserve Account until the amount on deposit therein is equal to the Series 2020 Reserve Account Requirement, and then earnings on the Series 2020 Reserve Account shall, prior to the date the Series 2020 Acquisition and Construction Account is closed, be deposited into the Series 2020 Acquisition and Construction Account and used for the purpose of such Account, and after such date, shall be deposited into the Series 2020 Revenue Account and used for the purpose of such Account.

#### Valuation

The Trustee shall value the assets in each of the Funds and Accounts established under the Indentures as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established under the Indentures, with the exception of the amounts on deposit in the Series 2020 Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of the Series 2020 Reserve Account, obligations in which money in each such Account shall have been invested shall be valued at the maturity value thereof, plus in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE " attached hereto for more information.

## Master Indenture Provision Relating to Bankruptcy or Insolvency of Landowner

The Master Indenture will contain 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 any owner of any parcel or parcels which are in the aggregate subject to at least three percent (3%) of the Assessments pledged to a Series of Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). If the District becomes aware of such Proceeding, it shall provide written notice thereof to the Trustee.

The District will acknowledge and agree that, although Bonds of a Series will be issued by the District, the Owners of such Series 2020 Bonds are categorically the party with a financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District will agree that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series of Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Series of Bonds Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indentures (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent); (b) the District will agree that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Bonds of a Series Outstanding or any rights of the Trustee under the Indentures that are inconsistent with any written consent received (or deemed received) from the Trustee the Assessments relating to the Series of Bonds Outstanding; (c) the District will agree that it shall seek the written consent of the Trustee prior

to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent); (d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to Assessments relating to a Series of Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and (e) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

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

## **Events of Default**

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indentures with respect to the Series 2020 Bonds but no other Series of Bonds unless otherwise provided in the Indentures:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due; or
- (b) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project; or
- (c) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered

by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

- (d) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or
- (e) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or
- (f) Any portion of the Assessments pledged to a Series shall have become Delinquent Assessments and, as the result thereof, the applicable Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds) (each, a "Reserve Account Event") unless within sixty (60) days from the applicable Reserve Account Event the District has either (i) replenished the amounts, if any, withdrawn from the applicable Reserve Account, or (ii) the portion of the Delinquent Assessments giving rise to the applicable Reserve Account Event are paid and are no longer Delinquent Assessments; or
- (g) Material breach by the District of any material covenant made by it in the Indenture securing a Series of Bonds, 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 Owners of such Series; 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
- (h) More than twenty-five percent (25%) of the Operation and Maintenance Assessments that are directly billed by the District and levied by the District on tax parcels subject to the Assessments the revenues from which are pledged to pay a Series of Bonds are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

Anything in the Indentures to the contrary, the District will acknowledge that (i) the Series 2020 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may not be used by the District (whether to pay costs of the Series 2020 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2020 Project and payment is for such work (and a certificate of an Authorized Officer as to whether such binding obligation has been incurred delivered to the Trustee in the form as attached to the Second Supplemental Indenture shall be conclusive evidence of the same on which the Trustee may rely), and (iii) upon the occurrence of an Event of Default with respect to the Series 2020 Bonds, the Series 2020 Pledged Funds may be used by the Trustee

and/or the District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture, as supplemented hereby, provided such action does not adversely impact the tax-exempt status of the Series 2020 Bonds and provided, further, that every use of Series 2020 Pledged Revenues for such purpose shall be accompanied by detailed invoices delivered to the District Manager of the District indicating the purpose for which Series 2020 Pledged Revenues are to be applied and such invoices shall be subject to the same public records laws, including, without limitation, Chapter 119, Florida Statutes, to which the District is subject. After the occurrence of an Event of Default, the District shall not enter into any binding agreement to expend any amounts included in the Series 2020 Trust Estate unless authorized in writing by the Majority Owners.

Following an Event of Default, any direction to the District permitted to be given by the Trustee and/or Owners in accordance with the Indentures must be in writing, signed by the Trustee and the Majority Owners of the Series 2020 Bonds and, with respect to certain directions, in the applicable forms attached to the Second Supplemental Indenture.

#### ENFORCEMENT OF ASSESSMENT COLLECTIONS

#### General

The primary source of payment for the Series 2020 Bonds is the revenues received by the District from the collection of the Series 2020 Assessments imposed on certain lands in the District specially benefited by the Series 2020 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY."

The imposition, levy, and collection of Series 2020 Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Collier County Tax Collector ("Tax Collector") or the Collier County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2020 Assessments during any year. Such delays in the collection of Series 2020 Assessments, or complete inability to collect the Series 2020 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 2020 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2020 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 2020 Bonds.

For the Series 2020 Assessments to be valid, the Series 2020 Assessments must meet two requirements: (1) the benefit from the related Project to the lands subject to such Series 2020 Assessments must exceed or equal the amount of such Series 2020 Assessments, and (2) the Series 2020 Assessments must be fairly and reasonably allocated across all such benefitted properties. In the event that the Series 2020 Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Series 2020 Assessments may need to be reallocated in the event such contributions are not made and/or future bonds/assessments are not issued/levied.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2020 Assessments through a variety of methods. The Indentures provide that the Series 2020 Assessments will be collected pursuant to the Uniform Method, provided that the Series 2020 Assessments levied on platted lots owned by the Developer and levied on unplatted lands may be billed and collected directly by the District, Accordingly, See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF

ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" for more information. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

## **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2020 Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2020 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2020 Assessments and the ability to foreclose the lien of such Series 2020 Assessments upon the failure to pay such Series 2020 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2020 Assessments. See "BONDOWNERS' RISKS."

## **Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Series 2020 Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2020 Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2020 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 Series 2020 Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2020 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2020 Assessments are to be collected pursuant to the Uniform

Method, any failure to pay any one line item, would cause the Series 2020 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 2020 Bonds.

Under the Uniform Method, if the Series 2020 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 2020 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2020 Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2020 Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2020 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2020 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2020 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 and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2020 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 nonhomestead 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 County 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 Series 2020 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2020 Assessments, which are the primary source of payment of the Series 2020 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS."

## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2020 Bonds offered hereby and are set forth below. Prospective investors in the Series 2020 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 2020 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 2020 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 2020 Bonds.

# **Concentration of Land Ownership**

As of the date of delivery of the Series 2020 Bonds, the Developer owns [all] of the assessable lands within the District, which are the lands that will be subject to the Series 2020 Assessments securing the Series 2020 Bonds. Payment of the Series 2020 Assessments is primarily dependent upon their timely payment by the Developer and the other future landowners in the District. Non-payment of the Series 2020 Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2020 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 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 2020 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay the Series 2020 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2020 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2020 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2020 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 2020 Bonds, including, without limitation, enforcement of the obligation to pay Series 2020 Assessments and the ability of the District to foreclose the lien of the Series 2020 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 2020 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 2020 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 2020 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner." The District cannot express any view whether such delegation would be enforceable.

## Series 2020 Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2020 Bonds is the timely collection of the Series 2020 Assessments. The Series 2020 Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or subsequent landowners will be able to pay the Series 2020 Assessments or that they will pay such Series 2020 Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowners have any personal obligation to pay the Series 2020 Assessments. Neither the Developer nor any subsequent landowners are guarantors of payment of any Series 2020 Assessments, and the recourse for the failure of the Developer or any subsequent landowner to pay the Series 2020 Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2020 Assessments, as described herein. Therefore the likelihood of collection of the Series 2020 Assessments may ultimately depend on the market value of the land subject to the Series 2020 Assessments. While the ability of the Developer or subsequent landowners to pay the Series 2020 Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Series 2020 Assessments, which may also be affected by the value of the land subject to the Series 2020 Assessments, is also an important factor in the collection of Series 2020 Assessments. The failure of the Developer or subsequent landowners to pay the Series 2020 Assessments could render the District unable to collect delinquent Series 2020 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 2020 Bonds.

#### **Regulatory and Environmental Risks**

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

The value of the land within the District, the success of the Development, the development of the District and the likelihood of timely payment of principal and interest on the Series 2020 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 2020 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT — Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in the District.

The value of the lands subject to the Series 2020 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 2020 Bonds. The Series 2020 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

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

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

### **Other Taxes and Assessments**

The willingness and/or ability of an owner of benefited land to pay the Series 2020 Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2020 Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2020 Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2020 Assessments are being collected

along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2020 Assessment, even though the landowner is not contesting the amount of the Series 2020 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes 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 2020 Bonds**

The Series 2020 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2020 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2020 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2020 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2020 Bonds, depending on the progress of development of the Development and the lands within the District, as applicable, existing real estate and financial market conditions and other factors.

# **Inadequacy of Series 2020 Reserve Account**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2020 Assessments, may not adversely affect the timely payment of debt service on the Series 2020 Bonds because of the Series 2020 Reserve Account. The ability of the Series 2020 Reserve Account to fund deficiencies caused by delinquencies in the Series 2020 Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2020 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 Series 2020 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2020 Assessments, the Series 2020 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2020 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2020 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 2020 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2020 Assessments in order to provide for the replenishment of the Series 2020 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS - Series 2020 Reserve Account" herein for more information about the Series 2020 Reserve Account.

## **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2020 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 2020 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 2020 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 2020 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 2020 Bonds are advised that, if the IRS does audit the Series 2020 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 2020 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 2020 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 2020 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 2020 Bonds would adversely affect the availability of any secondary market for the Series 2020 Bonds. Should interest on the Series 2020 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2020 Bonds be required to pay income taxes on the interest received on such Series 2020 Bonds and related penalties, but because the interest rate on such Series 2020 Bonds will not be adequate to compensate Owners of the Series 2020 Bonds for the income taxes due on such interest, the value of the Series 2020 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2020 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2020 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2020 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2020 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 2020 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 2020 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 2020 Bonds would need to ensure that subsequent transfers of the Series 2020 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 or states and their political subdivisions, such as the Series 2020 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 2020 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 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation as well as the impact of federal legislation enacted in December 2017. 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 2020 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 Series 2020 Project or the Construction of Homes within the District**

The cost to finish the Series 2020 Project [may/will] exceed the net proceeds from the Series 2020 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Series 2020 Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Series 2020 Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" for more information.

Although the Developer will agree to fund or cause to be funded the completion of the Series 2020 Project regardless of the insufficiency of proceeds from the Series 2020 Bonds and will enter into a completion agreement with the District as evidence thereof, there can be no assurance that the Developer will have sufficient resources to do so. Such obligation of the Developer is an unsecured obligation. See "THE DEVELOPER" herein for more information.

Further, even if development of the District is completed, there are no assurances that homes will be constructed and sold within the District. See "THE DEVELOPER" herein for more information.

## **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 2020 Bonds.

## Payment of Series 2020 Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2020 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 2020 Bonds

Par Amount
[Original Issue Premium/Discount]

**Total Sources** 

# Use of Funds

Deposit to Series 2020 Acquisition and Construction Account Deposit to Series 2020 Capitalized Interest Account Deposit to Series 2020 Reserve Account Costs of Issuance, including Underwriter's Discount (1)

Total Uses

[Remainder of page intentionally left blank.]

Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2020 Bonds.

# DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2020 Bonds:

Year	Series 2020 Bonds			
Ended				Total Debt
November 1	Principal	Interest	Total	Service

TOTAL

#### THE DISTRICT

#### **General Information**

The District, which is the issuer of the Series 2020 Bonds, 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. 2019-14 of the Board of County Commissioners of Collier County, Florida (the "County"), adopted on and effective as of June 27, 2019 (the "Ordinance"). The District encompasses approximately 516.3 acres of land and is located in an unincorporated area of the County. The District lands are bounded to the northeast by U.S. 41, south of Sandpiper Drive. See "THE DEVELOPMENT" herein for more information.

## **Legal Powers and Authority**

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act 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 generalpurpose 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 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.

## **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 atlarge 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 have taken place and will 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 18 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:

<u>Name</u>	<u>Title</u>	<b>Term Expires</b>
[John Wollard*	Chairperson	November 2023
Ryan Futch*	Vice-Chairperson	November 2023
Brian Keller*	Assistant Secretary	November 2021
Tim Martin*	Assistant Secretary	November 2021
Rob Summer*	<b>Assistant Secretary</b>	November 2023]

<sup>\*</sup> Employee of, or affiliated with, the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a

vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under 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 JPWard and Associates, LLC to serve as its district manager ("District Manager"). The District Manager's office is located at 2900 NE 12 Terrace, #1, Oakland Park, Florida 33334.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenspoon Marder LLP, Boca Raton, Florida, as Bond Counsel; Waldrop Engineering, P.A., Bonita Springs, Florida, as District Engineer; and Coleman, Yovanovich & Koester, P.A., Naples, 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 2020 Bonds.

## **Outstanding Indebtedness**

The District previously issued its Bond Anticipation Note, Series 2019 on October 16, 2019 in the principal amount of \$13,470,000, all of which is currently outstanding. [Insert payoff expectation. Include in plan of refunding section?].

[Remainder of page intentionally left blank.]

# CAPITAL IMPROVEMENT PLAN [AND THE SERIES 2020 PROJECT]

Waldrop Engineering (the "District Engineer") prepared a report entitled Master Engineer's Report for Currents Community Development District, dated August 2019 (the "Master Engineer's Report"), as supplemented by the report entitled [First Supplemental Engineer's Report for Currents Community Development District, dated \_\_\_\_\_\_, 2020] (the "First Supplemental Engineer's Report", and together with the Master Engineer's Report, the "Engineer's Report"). The Engineer's Report sets forth certain public infrastructure improvements to be constructed by the District as part of its capital improvement plan (the "CIP"). The District Engineer, in the Engineer's Report, estimates the total cost of the District's CIP to be [\$55,542,109], as more particularly described below. [below table to be updated from Supplemental ER] [confirm entire CIP is defined as Series 2020 Project]

CIP Description	Estimated Costs
Professional & Permit Fees	\$ 4,062,211
Environmental, Preservation & Mitigation Fees	347,985
Earthwork	13,532,948
Landscaping	3,815,538
Perimeter Walls	772,600
Potable Water Systems	4,984,531
Sanitary Sewer Systems	9,844,390
Drainage Systems	6,694,378
Off-Site Road Improvements	1,271,466
Contingency (15%)	9,946,062
Total	\$55,542,109

See "APPENDIX C: ENGINEER'S REPORT" for more information regarding the above improvements.

The Series 2020 Bonds are being issued to finance a portion of the CIP. The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will initially be levied on the approximately 381.44 developable acres in the District, which land is planned for 1,251 residential units. As lots are platted, the Series 2020 Special Assessments will be assigned to the expected 1,251 residential lots on a first platted, first assigned basis.

The District previously issued its Series 2019 BAN in the original principal amount of \$13,665,000 in order to finance the acquisition of approximately 134.83 acres of land for stormwater and wetland purposes as well as to finance a portion of the acquisition and/or construction of certain public improvements associated with the District's CIP. The Developer has spent approximately \$\_\_\_\_\_\_\_ to date towards land development, approximately \$\_\_\_\_\_\_ of which includes the CIP. The net proceeds from the Series 2020 Bonds will be approximately \$20.12 million and such proceeds will be used by the District towards the funding and/or acquisition of a portion of the CIP. Land development for the Development commenced in \_\_\_\_\_\_, 20\_\_ and is expected to be completed by \_\_\_\_\_\_, 20\_\_. See "THE DEVELOPMENT – Development Plan / Status" and "- Land Acquisition and Finance Plan" herein. The Developer will enter into a completion agreement that will obligate the Developer to complete any portions of the Series 2020 Project not funded with proceeds of the Series 2020 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development or the Construction of Homes within the District" herein.

The District Engineer has indicated that all engineering permits necessary to construct the CIP have been obtained or are expected to be obtained in the ordinary course of business. In addition to the Engineer's

Report, please refer to "THE DEVELOPMENT - Zoning and Permitting"	" for a more	detailed	description
of the entitlement and permitting status of the Development.			

.

[Remainder of page intentionally left blank.]

## ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

The [Master Special Assessment Methodology Report dated September 11, 2019 (the "Master Methodology"), as supplemented by the Preliminary Supplemental Special Assessment Methodology Report dated \_\_\_\_\_\_\_, 2020] (the "Supplemental Methodology" and together with the Master Methodology, the "Assessment Methodology"), are included herein as APPENDIX D. The Assessment Methodology sets forth an overall method for allotting the Series 2020 Assessments to be levied against the lands within the District benefitted by the Series 2020 Project and collected by the District as a result thereof. Once the final terms of the Series 2020 Bonds are determined, the Assessment Methodology will be updated to reflect such final terms. Once levied and imposed, the Series 2020 Assessments are a first lien on those certain lands within the District against which they are assessed until paid or barred by operation of law, co-equal with one another and with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

As set forth in the Assessment Methodology, the Series 2020 Special Assessments are initially levied on the 381.44 developable acres in the District until such time the lots are platted. Once platted, the assessments will be assigned to the platted lots in the District. Assuming that all of the planned 1,251 residential units are developed and platted, then the Series 2020 Special Assessments will be allocated on a per unit basis below and as set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

		Annual Series 2020 Special Assessments		
<b>Product Type</b>	No. of Units	Per Unit*/**	<b>Debt Per Unit*</b>	
39'	170	\$1,344	\$ 22,551	
52'	300	1,452	24,363	
62'	245	1,956	32,820	
76'	160	2,040	34,229	
85'	<u>376</u>	2,292	38,458	
Total	1,251			

<sup>\*</sup>Preliminary, subject to change.

The District anticipates levying assessments to cover its operation and maintenance costs that will be approximately \$\_\_\_\_ per residential unit annually; which amount is subject to change. In addition, residents will be required to pay homeowners association fees which are currently estimated to be \$\_\_\_ per year per residential unit, which amount is subject to change. [Residents of the Development will also subject to amenity fees which are currently estimated to be \$\_\_\_ per year, 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 imposed on taxable properties in the District is currently approximately [11.3901] mills. These taxes would be payable in addition to the Series 2020 Special Assessments and any other assessments levied by the District; which amount is subject to change. 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 Collier 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

<sup>\*\*</sup>This amount will be grossed up to include early payment discounts and County collection fees, currently [6%].

levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS' RISKS" and "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information.

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 2020 Bonds or the Series 2020 Assessments.

## THE DEVELOPMENT

#### General

The District Lands encompass approximately 516.27 gross acres located entirely within an unincorporated area of the County and are being developed as a 1,251 unit residential community to be known as "Currents" and referred to herein as the "Development." The Development is located within the existing Fiddler's Creek/Marco Shores DRI/PUD and is bounded to the northeast by Tamiami Trail (U.S. Highway 41), south of Sandpiper Drive. The Development is adjacent to the Fiddlers Creek development which is an approximate 2,000 unit development that commenced in the early 2000's.

The District previously issued its Series 2019 BAN in the original principal amount of \$13,665,000 in order to finance the acquisition of approximately 134.83 acres of land for stormwater and wetland purposes as well as to finance a portion of the acquisition and/or construction of certain public improvements associated the CIP.

The Series 2020 Bonds will be secured by the Series 2020 Special Assessments which will initially be levied on the remaining approximately 381.44 developable acres in the Development planned for 1,251 residential units. As lots are platted, the Series 2020 Special Assessments will be assigned to the expected 1,251 residential lots on a first platted, first assigned basis.

Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), is the owner of the lands within the District and is the developer and homebuilder of the Development. See "THE DEVELOPER" herein for more information.

At build-out, the Development is expected to contain 1,251 residential units, consisting of 300 fifty-two foot (52') lots, 245 sixty-two foot (62') lots, 160 seventy-six foot (76') lots, 170 twin villas, and 376 eighty-five foot (85') lots. Units are expected to range in size from approximately 1,676 square feet to 3,237 square feet and starting price points are expected to range from approximately \$271,900 to \$618,900. See "Residential Product Offerings" herein for more information. The target customers for units within the Development are retirees.

#### **Land Acquisition and Finance Plan**

The Developer acquired the 516.27 acres which comprise the District in multiple transactions in October and November of 2018 for total consideration of approximately \$65,454,080. In [October] of 2019, the Developer sold approximately 134.83 acres of land to the District for stormwater and wetland purposes for approximately [\$12,503,592]. This equates to the Developer's net interest in the approximately 381.44 developable acres of District Land (that will be subject to the Series 2020 Assessments) of approximately [\$52,950,488]. There are currently no mortgages on the lands within the District.

The Developer estimates the total land development costs associated with the Development will be approximately [\$100 million], consisting of the costs of the CIP and other hard and soft costs, of which the Developer has spent approximately \$\_\_\_\_\_\_ to date toward land development. All costs have been funded with equity and proceeds of the Series 2019 BAN.

A portion of the costs not already funded with the proceeds of the Series 2019 BAN will be funded with proceeds of the Series 2020 Bonds in the approximate amount of \$20.12 million. The Developer will enter into a completion agreement at closing on the Series 2020 Bonds that will obligate the Developer to complete any portions of the Series 2020 Project/CIP not funded with proceeds of the Series 2020 Bonds. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development or the Construction of Homes within the District" herein.

# **Development Plan / Status**

[update? Phasing only accounts for 1220 of 1251 planned lots]

The Development is planned to be constructed in multiple phases. Phase 1, consisting of 241 lots and their associated infrastructure, commenced in June 2019 and is [complete].

Phase 2, consisting of 192 lots and their associated infrastructure, is planned to commence in June 2020 and is expected to be completed by March 2021.

Phase 3, consisting of 196 lots and their associated infrastructure, is planned to commence in October 2021 and is expected to be completed by July 2022.

Phase 4, consisting of 290 lots and their associated infrastructure, is planned to commence in January 2023 and is expected to be completed by October 2023.

Phase 5, consisting of 301 lots and their associated infrastructure, is planned to commence in July 2024 and is expected to be completed by April 2025.

The Developer expects to commence vertical construction in April 2020. Marketing of residential units [commenced] in February 2020. The Development has an on-site sales center that [opened in February 2020]. [The Developer has constructed five model homes, which were completed in January 2020. There are no homes under contract with homebuyers as of this time.]

The Developer anticipates that the Development will be fully built-out and closed with homebuyers by the end of the calendar year [2029]. This anticipated absorption is based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

## **Residential Product Offerings**

[coach homes appear to have been replaced with 85' lots, please update]

The target customers for units within the Development are retirees and primary home buyers. Below is a summary of the expected types of units and base sales prices for units in the Development.

Square	Plan		<b>Base Sales</b>
Feet	Name	Bed / Bath	Price
<b>Coach Homes</b>			
1,717	Vitale	2/2	\$271,000
1,956	Marano	2/2.5	\$301,000
2,271	Bellisimo	3/3	\$311,000
2,277	Romano	3/3	\$346,000
Twin Villas			
1,676	Mazzano	2/2	\$306,000
1,905	Ceretti	3/2	\$325,000
52s			
1,856	Piceno	2/2	\$400,000
2,100	Farnese	2/2.5	\$425,000
2,275	Lazio	3/3	\$446,000
62s			•
2,862	Francesco	3/3.5	\$528,000
2,839	Pallazio	3/3	\$475,000
76s			•
2,862	Francesco	3/3.5	\$566,000
3,033	Isabella	3/3.5	\$605,000
3,237	Mercede	3/2.5	\$618,000

## **Zoning and Permitting**

The land within the District is zoned to allow for the contemplated residential uses described herein. The District Lands are located in the larger, existing Fiddler's Creek/Marco Shares DRI/PUD in the County which are zoned as a Planned Unit Development pursuant to Ordinance 18-27.

The District Lands have received the necessary permits from the Army Corps of Engineers and the South Florida Water Management District. The District Engineer has indicated that all engineering permits necessary to construct the infrastructure improvements that are set forth in the Engineer's Report have been obtained or are expected to be obtained in the ordinary course of business.

#### **Environmental**

The Developer obtained Phase I Environmental Site Assessments dated December 2013 (the "2013 Phase I ESA") and May 2018 (the "2018 Phase I ESA"), which in the aggregate cover all of the land in the District. The 2018 Phase I ESA revealed no Recognized Environmental Conditions with regard to the portion of the District Lands covered by the 2018 Phase 1 ESA. However, the 2013 Phase I ESA identified several recognized environmental conditions, and a Limited Phase II Environmental Site Assessment was performed on the same property in December 2013 (the "Phase II ESA"). The Phase II ESA indicated that soil and groundwater has been impacted by pesticide, petroleum or metals in certain locations. As a result of the Phase II ESA, certain remediation work was performed. Pursuant to a Source Removal Report dated June 2014 (the "Source Removal Report"), approximately 563 tons of impacted soils were excavated, removed and disposed of from the impacted locations and subsequent soil and groundwater samples were below the Florida Department of Environmental Protection's Cleanup Target Levels. The Source Removal Report stated that no further inquiries into the environmental condition of the property were warranted at such time. See "BONDWNERS' RISKS – Regulatory and Environmental Risks" for more information regarding potential environmental risks.

#### **Amenities**

The Development is planned to contain a Culinary Center, Wellness Center, Bahama Bar and Learning Center/Marina. The community will provide a combination of lifestyle and amenity package including a boating element with opportunities for individual docks and a common boat ramp to support electric and non-motorized boats (collectively, the "Amenity"). Construction of the Amenity commenced in June 2019 and is expected to be completed by the end of 2023. The estimated cost of the Amenity is approximately \$16,588,785.

#### **Utilities**

Potable water, wastewater treatment and reclaimed wastewater (reuse services) for the Development are expected to be provided by Collier County Public Utilities. Electric power is expected to be provided by Florida Power and Light.

#### Taxes, Fees and Assessments

As set forth in the Assessment Methodology, the Series 2020 Special Assessments are initially levied on the 381.44 developable acres in the District until such time the lots are platted. Once platted, the assessments will be assigned to the platted lots in the District. Assuming that all of the planned 1,251 residential units are developed and platted, then the Series 2020 Special Assessments will be allocated on a per unit basis below and as set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

		Annual Series 2020 Special Assessments	Series 2020 Bonds Par
<b>Product Type</b>	No. of Units	Per Unit*/**	<b>Debt Per Unit*</b>
39'	170	\$1,344	\$ 22,551
52'	300	1,452	24,363
62'	245	1,956	32,820
76'	160	2,040	34,229
85'	<u>376</u>	2,292	38,458
Total	1,251		

<sup>\*</sup>Preliminary, subject to change.

The District anticipates levying assessments to cover its operation and maintenance costs that will be approximately \$\_\_\_\_ per residential unit annually; which amount is subject to change. In addition, residents will be required to pay homeowners association fees which are currently estimated to be \$\_\_\_\_ per year per residential unit, which amount is subject to change. [Residents of the Development will also subject to amenity fees which are currently estimated to be \$\_\_\_\_ per year, 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 imposed on taxable properties in the District is currently approximately [11.3901] mills. These taxes would be payable in addition to the Series 2020 Special Assessments and any other assessments levied by the District; which amount is subject to change. 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 Collier 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

<sup>\*\*</sup>This amount will be grossed up to include early payment discounts and County collection fees, currently [6%].

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

Children residing in the Development	are expected to attend	Elementary School	ol,
Middle School and	High School, which are	e located within mile, mi	le
and miles from the Development, respective	vely. The schools receiv	ed grades of "," "," and "	",
respectively, from the State in 2019 (the most	recent year for which	grades are available). The Colli	er
County School Board may change school bour	ndaries from time to tim	ne and there is no requirement th	at
students residing in the Development be per	rmitted to attend the	schools which are closest to the	ne
Development. [School Concurrency Certificates	s were assigned in	, 20].	

# Competition

The following communities have been identified by the Developer as being competitive with the Development, because of their proximity to the Development, price ranges and product types: [Naples Reserve, Winding Cypress, Isles of Collier Preserve, Lely Resort and Stone Creek]. 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 feels pose primary competition to the Development.

# **Developer Agreements**

As previously noted, the Developer will enter into a completion agreement that will obligate the Developer to fund or cause to be funded the completion of the entire CIP/Series 2020 Project. 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 development of the District. Notwithstanding such Collateral Assignment, in the event the District forecloses on the lands subject to the Series 2020 Assessments as a result of the Developer's failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the development of the District. Such obligations of the Developer are unsecured obligations. Finally, the Developer will also enter into a True-Up Agreement in connection with its obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in the District increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for additional information regarding the "trueup mechanism." Such obligations of the Developer are unsecured obligations. See "BONDOWNERS' RISKS - Insufficient Resources or Other Factors Causing Failure to Complete the Development or the Construction of Homes within the Development" and "THE DEVELOPER" herein for more information regarding the Developer.

### THE DEVELOPER

Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), owns all of the developable land in the District. The ultimate parent of the Developer is Taylor Morrison Home Corp. ("Taylor Morrison"). Taylor Morrison's principal business is residential homebuilding throughout the United States, with operations focused in Arizona, California, Colorado, Florida and Texas. Taylor Morrison's common shares trade on the New York Stock Exchange under the symbol THMC. Taylor Morrison is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Taylor Morrison is No. 0001-

562476. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 1024, 450 Fifth Street NW, Judiciary Plaza, Washington, DC, and at the SEC's regional offices in Chicago (Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois). Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by Taylor Morrison pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Neither the Developer nor any other entity listed above are guaranteeing payment of the Series 2020 Bonds or the Series 2020 Assessments. None of the entities listed herein, other than the Developer, has entered into any agreements in connection with the issuance of the Series 2020 Bonds.

#### TAX MATTERS

PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2020 BONDS AS TO THE IMPACT OF THE CODE (HEREINAFTER DEFINED) UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2020 BONDS.

#### General

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met on a continuing basis subsequent to the issuance of the Series 2020 Bonds in order to assure that interest on the Series 2020 Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code. The District's failure to comply with these requirements may cause interest on the Series 2020 Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Indentures to take all actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2020 Bonds. The opinion of Bond Counsel with respect to the Series 2020 Bonds, the form of which is attached hereto as "APPENDIX B," will be based upon and assume the accuracy of certain representations and certifications and are conditioned on compliance by the District with such requirements, and Bond Counsel has not been retained to monitor compliance with requirements such as described above subsequent to the issuance of the Series 2020 Bonds. The Indentures do not require the District to redeem the Series 2020 Bonds or to pay any additional interest or penalty in the event the interest on the Series 2020 Bonds becomes taxable.

In the opinion of Bond Counsel, assuming continuing compliance by the District with the tax covenants referred to above, under existing law, interest on the Series 2020 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is further of the opinion that, pursuant to the Act, the Series 2020 Bonds and the interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income and profits on debt obligations owned by corporations as defined therein.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2020 Bonds.

Bond Counsel will render its opinion as of the issue date, and will assume no obligation to update the opinion after the issue date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. The opinion of Bond Counsel is based on existing law, which is subject to

change. As to questions of fact material to such opinion, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and others (including certifications as to the use of proceeds of the Series 2020 Bonds and of the property financed thereby), without undertaking to verify the same by independent investigation. 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, the opinion of Bond Counsel is only an opinion and not a warranty or guaranty of the matters discussed or 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.

## **Additional Federal Income Tax Consequences**

Prospective purchasers of the Series 2020 Bonds should be aware that ownership of, accrual or receipt of interest on, or disposition of tax-exempt obligations, such as the Series 2020 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, taxpayers eligible for the earned income credit, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, financial institutions, property and casualty companies, foreign corporations and certain S corporations. Prospective purchasers of the Series 2020 Bonds should also consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2020 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Purchasers of the Series 2020 Bonds at other than their original issuance at the respective prices indicated on the cover of this Limited Offering Memorandum should consult their own tax advisors regarding other tax considerations such as the consequences of market discount.

# **Changes in Tax Law**

Federal, state or local legislation, administrative pronouncements or court decisions may affect the tax-exempt status of interest on the Series 2020 Bonds, gain from the sale or other disposition of the Series 2020 Bonds, the market value of the Series 2020 Bonds, or the marketability of the Series 2020 Bonds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2020 Bonds may occur. Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2020 Bonds.

# **Tax Treatment of Original Issue Discount**

The Series 2020 Bonds maturing on November 1, 20\_\_\_ through November 1, 20\_\_\_, inclusive collectively, the "Discount Bonds"), were sold at prices less than the stated principal amounts thereof. The difference between the principal amount of the Discount Bonds and the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is

excluded from gross income for federal income tax purposes to the same extent and subject to the same considerations discussed above as to stated interest on the Series 2020 Bonds. Such interest is taken into account for purposes of determining the alternative minimum tax liability, and other collateral tax consequences, although the owner of such Discount Bonds may not have received cash in such year. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded on interest payment dates. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased in the initial offering may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or the disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

# **Tax Treatment of Original Issue Premium**

The Series 2020 Bonds maturing on November 1, 20 through November 1, 20 , inclusive (collectively, the "Premium Bonds"), were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at 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. 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. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the cover of this Limited Offering Memorandum who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to the state and local consequences of owning and disposing of Premium Bonds.

# Additional Matters Relating to On-going IRS Audit Program and Special Districts

The Internal Revenue Service (the "IRS") has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. In addition, reference is made to "BONDOWNERS' RISKS - IRS Examination and Audit Risk" and "- Federal Tax Reform" herein regarding recent developments with respect to certain special district financings.

Bond Counsel cannot predict whether the IRS will commence an audit of the Series 2020 Bonds. Owners of the Series 2020 Bonds are advised that, if the IRS does audit the Series 2020 Bonds, under current IRS 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 2020 Bonds may have limited rights to participate in such procedure. The commencement of audit could adversely affect the market value and liquidity of the Series 2020 Bonds until the audit is concluded, regardless of the ultimate outcome. As noted above, the Indentures do not require the District to redeem the Series 2020 Bonds or to pay any additional interest or penalty in the event the interest on the Series 2020 Bonds becomes taxable.

## AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2020 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 2020 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 2020 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. Investment in the Series 2020 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 respective Series of the Series 2020 Bonds upon an event of default under the applicable 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 Indentures and the Series 2020 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

#### LITIGATION

#### The District

There is no litigation of any nature now pending or, to the knowledge of the District threatened, against the District seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way contesting or affecting (i) the validity of the Series 2020 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 2020 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

# The Developer

The Developer will represent that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the completion of the Series 2020 Project or the development of the lands in the District as described herein, materially and adversely affect the ability of such Landowner to pay the related Series 2020 Assessments imposed against the land within 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 District Engineer, the District Manager/Methodology Consultant/Dissemination Agent, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2020 Bonds. Except for the payment of certain fees to District Counsel, District Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2020 Bonds.

### **NO RATING**

No application for a rating for the Series 2020 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2020 Bonds would have been obtained if application had been made.

## **EXPERTS**

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by Waldrop Engineering, P.A., Bonita Springs, Florida, the District Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. JPWard and Associates, LLC, Oakland Park, 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 2020 Bonds, both the District Engineer and the Methodology Consultant have consented to the inclusion of their reports in this Limited Offering Memorandum.

## FINANCIAL INFORMATION

This District will covenant in a Continuing Disclosure Agreement, the proposed form of which is set forth in APPENDIX E attached hereto, to provide its annual audited financial statements to certain

information repositories as described in APPENDIX E, commencing with the audit for the District fiscal year ending September 30, 2020. The Series 2020 Bonds are not general obligation bonds of the District and are payable solely from the respective Series Pledged Revenues, as set forth in the Indentures.

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 a Continuing Disclosure Agreement (the "Disclosure Agreement"), the proposed form of which is set forth in the attached APPENDIX E, for the benefit of the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds), to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Developer or any other future obligated party to comply with their obligations under the Disclosure Agreement constitutes an event of default under the Disclosure Agreement would allow the Series 2020 Bondholders (including owners of beneficial interests in such Series 2020 Bonds) to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertaking pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its [Series 2019 Bonds]. 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 obligations pursuant to the Rule in connection with other offerings of community development district bonds in the State. A review of filings made pursuant to such prior undertakings indicates that certain filings required to be made by the Developer were either not filed or not timely filed and that notices of such missed and late filings were not always provided.] The District will appoint the District Manager to serve as dissemination agent under the Disclosure Agreements for the Series 2020 Bonds.

#### **UNDERWRITING**

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2020 Bonds from the District at a purchase price of

\$	(par amount of the Series 2020	) Bonds, less [an original issue discount of \$
and] an	Underwriter's discount of \$	). The Underwriter's obligations are subject to certain
condition	ons precedent and, upon satisfaction or wa	iver of such conditions precedent, the Underwriter will be
obligate	ed to purchase all of the Series 2020 Bond	s if any Series 2020 Bonds are purchased.

The Underwriter intends to offer the Series 2020 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 2020 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 Twentieth Judicial Circuit Court of Florida in and for Collier County, Florida, rendered on December 19, 2019. The period of time during which an appeal can be taken from such judgment has expired without an appeal having been taken.

#### **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the Series 2020 Bonds are subject to the approval of Greenspoon Marder LLP, Boca Raton, Florida, Bond Counsel. 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 District by its counsel, Coleman, Yovanovich & Koester, P.A., Naples, Florida. Certain legal matters will be passed upon for the Developer by their counsel, J. Wayne Crosby, P.A., Winter Park, Florida. GrayRobinson represents the Developer in unrelated matters in the Development.

Bond Counsel's opinion included herein are 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 2020 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 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 2020 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 each Series of the Series 2020 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 2020 Bonds.

# AUTHORIZATION AND APPROVAL

The execution and deli	very of this Limited	Offering Memorandun	n has been duly	authorized by the
Board of the District.		_		

DEVELOPMENT DISTRICT
By:
Chairnerson Board of Supervisors

**CURRENTS COMMUNITY** 

# APPENDIX A

# COPY OF MASTER INDENTURE AND PROPOSED FORM OF SUPPLEMENTAL INDENTURE

# APPENDIX B

# PROPOSED FORM OF OPINION OF BOND COUNSEL

# APPENDIX C

# **ENGINEER'S REPORT**

# APPENDIX D ASSESSMENT METHODOLOGY

# APPENDIX E

# PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

### CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of \_\_\_\_\_\_\_, 2020 is executed and delivered by the Currents Community Development District (the "Issuer" or the "District"), Taylor Morrison of Florida, Inc., a Florida company (the "Developer"), and JPWard and Associates, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Capital Improvement Revenue Bonds, Series 2020 (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of October 1, 2019 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of \_\_\_\_\_\_\_ 1, 2020 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. <u>Definitions</u>. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments.

"Assessments" shall mean the non-ad valorem Series 2020 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"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. JPWard and Associates, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean JPWard and Associates, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated \_\_\_\_\_\_, 2020, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [ ] 1, 2020.

"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, 2020. 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 no later than the date required by State law (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.
- (b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.
- (c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.
  - (d) The Dissemination Agent shall:

- (i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.
- (e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

# 4. Content of Annual Reports.

- (a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer and shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year, except as noted otherwise:
- (i) The amount of Assessments levied in the Assessment Area (excluding any discounts and/or fees charged pursuant to the Uniform Method (as defined in the Limited Offering Memorandum) of collection with respect to Assessments collected in this manner).
- (ii) The amount of Assessments received from property owners with respect to Assessments billed and collected directly by the Issuer and the amount of Assessments received from the County Tax Collector with respect to Assessments collected pursuant to the Uniform Method.
- (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 with respect to Assessments billed and collected directly by the Issuer or, if received by the Issuer from the County Tax Collector, a list of delinquent property owners with respect to Assessments collected pursuant to the Uniform Method.
- (iv) If available and received by the Issuer from the County Tax Collector, 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.
  - (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 after April 1 following the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

- (b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.
- (c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

# 5. Quarterly Reports.

- (a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.
- (b) Each Quarterly Report shall contain an update of the following information to the extent available:

- (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 lots under contract with homebuilders in the Assessment Area[, if any].
- (v) The number and type of lots closed with homebuilders in the Assessment Area and the name of the homebuilder[, if any].
- (vi) The number and type of homes under contract with homebuyers in the Assessment Area.
- (vii) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.
- (viii) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.
- (ix) 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.
- (x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount and interest rate.
- (c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in an Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

# 6. Reporting of Listed Events.

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events. The Issuer shall have no obligation to provide any notice with respect to any Obligated Person other than the Issuer:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2020 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

\_

<sup>\*</sup> 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;
- (xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and
- (xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.
- (b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).
- (c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xii), (xv) or (xv) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).
- (d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

- 7. <u>Termination of Disclosure Agreement</u>. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.
- 8. <u>Dissemination Agent</u>. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be JPWard and Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of JPWard and Associates, LLC. JPWard and Associates, 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.
- 9. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, each Obligated Person and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of the 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.
- Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event

of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

- 12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.
- 13. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.
- 14. <u>Tax Roll and Budget</u>. 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 Collier County Tax Collector and the Issuer's most recent adopted budget.
- 15. <u>Governing Law</u>. The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Collier County, Florida.
- 16. <u>Counterparts</u>. This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.
- 17. <u>Trustee Cooperation</u>. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.
- 18. <u>Binding Effect.</u> This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement.

Notwithstanding the foregoing, as to the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[CEAL]	DISTRICT, AS ISSUER
[SEAL]	
	By:, Chairperson Board of Supervisors
ATTEST:	Board of Supervisors
By:	
, Secretary	
	TAYLOR MORRISON OF FLORIDA, INC., AS DEVELOPER
	By:, Manager
	JPWARD AND ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT
	By:Name:
	Title:
CONSENTED TO AND AGREED TO I	
DISCLOSURE REPRESENTATIVE	
JPWARD AND ASSOCIATES, LLC, A DISCLOSURE REPRESENTATIVE	S
By:	
Name:	
Time:	

Acknowledged and agreed to for purposes of Sections 11, 13 and 17 only:

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

By:	
Name:	
Title:	

# **EXHIBIT A**

# FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]

Name of Issuer:	Currents Community Development District
Name of Bond Issue:	\$ original aggregate principal amount of Capital Improvement Revenue Bonds, Series 2020
Obligated Person(s):	Currents Community Development District;
Original Date of Issuance:	, 2020
CUSIP Numbers:	
named Bonds as required by	Financial Statements] [Quarterly Report] with respect to the above- [Section 3] [Section 5] of the Continuing Disclosure Agreement dated d between the Issuer, the Developer and the Dissemination Agent Obligated Person] has advised the undersigned that it anticipates that lited Financial Statements] [Quarterly Report] will be filed by
Dated.	, as Dissemination Agent
	By:
	Name:
	Title:
cc: Issuer	

Trustee

#### **RESOLUTION 2020-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CURRENTS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FISCAL YEAR 2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Currents Community Development District (the "Board"), a proposed Budget for Fiscal Year 2020; and

**WHEREAS**, the Board has considered the proposed Budget and desires to set the required public hearing thereon.

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

**SECTION 1. INCORPATION OF WHEREAS CLAUSES**. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2. APPROVAL OF THE PROPOSED BUDGET**. The proposed Budgets submitted by the District Manager for Fiscal Year 2021 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3.** A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: Wednesday, July 1, 2020

HOUR: 9:00 A.M.

LOCATION: Coleman, Yovanovich & Koester

4001 Tamiami Trail North, Suite 300

Naples, Florida 34103

With the State of Emergency in Florida, and pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 and March 20, 2020 respectively, and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting will be held utilizing communication media technology due to the current COVID-19 public health emergency. Toward that end, anyone wishing to listen and participate in the meeting can do so by connecting to a link that will be posted on the District's web site <a href="https://www.currentscdd.org">www.currentscdd.org</a>.

**SECTION 4. SUBMITTAL OF BUDGET TO LEE COUNTY**. The District Manager has previously sent the proposed budget to Collier County at least 60 days prior to the hearing set above. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

**SECTION 5. NOTICE OF PUBLIC HEARING.** Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

#### **RESOLUTION 2020-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CURRENTS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FISCAL YEAR 2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof., That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

**SECTION 7. EFFECTIVE DATE**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of April 2020.

ATTEST:	CURRENTS COMMUNITY DEVELOPMENT DISTRICT		
	COMMONITY DEVELOT MENT DISTRICT		
James P. Ward, District Secretary	 Chairperson		

Publication Dates: Once a week for two consecutive weeks the  $1^{st}$  publication not less than 15 days prior to the public hearing -06/1/2020 and 06/15/2019

# CURRENTS COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_



# PROPOSED BUDGET

FISCAL YEAR 2021

# PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12<sup>TH</sup> TERRACE, SUITE 1, OAKLAND PARK, FL 333334

T: 954-658-4900 E: JimWard@JPWardAssociates.com

# General Fund - Budget Fiscal Year 2021

Description	I	FY 2021
Revenues and Other Sources		
Carryforward	\$	_
Interest Income - General Account	\$	-
Assessment Revenue		
Assessments - On-Roll		
Assessments - Off-Roll		
Contributions - Private Sources		
Taylor Morrison	\$	113,555
<b>Total Revenue &amp; Other Sources</b>	\$	113,555
Appropriations		
Legislative		
Board of Supervisor's Fees	\$	-
Board of Supervisor's - FICA	\$	-
Executive		
Professional - Management	\$	40,000
Financial and Administrative		
Audit Services	\$	4,500
Accounting Services	\$	16,000
Assessment Roll Preparation	\$	8,000
Arbitrage Rebate Fees	\$	500
Other Contractual Services		
Recording and Transcription	\$	-
Legal Advertising	\$	5,000
Trustee Services	\$	8,250
Dissemination Agent Services	\$	500
Property Appraiser Fees	\$	-
Bank Service Fees	\$	350
Travel and Per Diem		
Communications and Freight Services		
Telephone	\$	-
Postage, Freight & Messenger	\$	750
Rentals and Leases		
Miscellaneous Equipment	\$	-
Computer Services (Web Site)	\$	1,500
Insurance	\$	5,200
Subscriptions and Memberships	\$	175
Printing and Binding	\$	330
Office Supplies	\$	-

# General Fund - Budget Fiscal Year 2021

Description	ļ	FY 2021
Legal Services		
General Counsel	\$	15,000
Other General Government Services		
Engineering Services	\$	7,500
Contingencies	\$	-
Capital Outlay	\$	-
Reserves		
Operational Reserve (Future Years)	\$	-
Other Fees and Charges		
Discounts, Tax Collector Fee and Property Appraiser		
Fee	\$	-
Total Appropriations	\$	113,555

# Financial Statements January 31, 2020

# Prepared by:

# JPWARD AND ASSOCIATES LLC

2900 NORTHEAST 12TH TERRACE

**SUITE 1** 

OAKLAND PARK, FLORIDA 33334

E-MAIL: jimward@jpwardassociates.com

PHONE: (954) 658-4900

# Table of Contents

	Page
Balance Sheet—All Funds	1-2
Statement of Revenue, Expenditures and Changes in Fund Balance	
General Fund	3-4
Debt Service Fund	5
Capital Projects Fund	6

# JPWard & Associates LLC

2900 Northeast 12th Terrace

Suite 1

Oakland Park, Florida 33334

Phone: (954) 658-4900

## Currents Develoment District Balance Sheet

#### for the Period Ending January 31, 2020

				Gov	ernmental Fund	s					
				Debt	Service Funds	Capital	Project Fund		count Groups eneral Long		Totals emorandun
		Gene	ral Fund	S	eries 2019	Ser	ies 2019	Т	erm Debt	Only)	
Assets											
Cash and Investments											
General Fund - Invested Cash		\$	20,876	\$	-	\$	-	\$	-	\$	20,876
Debt Service Fund											
Interest Account					79					\$	79
Sinking Account										\$	-
Reserve Account					250,000					\$	250,000
Revenue Account										\$	-
Prepayment Account										\$	-
Construction Account							8			\$	8
Cost of Issuance Account							-			\$	-
Due from Other Funds											
General Fund			-		-		-		-		-
Debt Service Fund(s)			-		-		-		-		-
Accounts Receivable			-		-		-		-		-
Assessments Receivable			-		-		-		-		-
Amount Available in Debt Service Funds			-		-		-		250,079		250,079
Amount to be Provided by Debt Service Funds			-		-		-		13,414,921		13,414,921
Total	Assets	\$	20,876	\$	250,079	\$	8	\$	13,665,000	\$	13,935,962

## **Currents Develoment District Balance Sheet**

#### for the Period Ending January 31, 2020

		Governmental F	unds		
		Debt Service Fund	ls Capital Project Fund	Account Groups General Long	Totals (Memorandum
	General Fund	Series 2019	Series 2019	Term Debt	Only)
Liabilities					
	\$ -	\$	- \$ -	\$ -	\$ -
Due to Fiscal Agent					
Due to Other Funds	-				-
General Fund	-			-	-
Debt Service Fund(s)	-		-	-	-
Bonds Payable					
Current Portion					
Long Term					
Series 2019				\$13,665,000	13,665,000
Total Liabilities	\$ -	\$	- \$ -	\$ 13,665,000	\$ 13,665,000
Fund Equity and Other Credits					
Investment in General Fixed Assets	-		-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2019 (Unaudited)	-		-	-	-
Results from Current Operations	-	250,0	79 8	-	250,087
Unassigned					
Beginning: October 1, 2019 (Unaudited)	-		-	-	-
Results from Current Operations	20,876		<u>-</u>	-	20,876
Total Fund Equity and Other Credits =	\$ 20,876	\$ 250,07	\$ 8	\$ -	\$ 270,962
Total Liabilities, Fund Equity and Other Credits	\$ 20,876	\$ 250,07	79 \$ 8	\$ 13,665,000	\$ 13,935,962

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2020

Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
						, in the second second	
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest							
Interest - General Checking	-	-	-	-	-	-	N/A
Special Assessment Revenue							
Special Assessments - On-Roll	-	-	-	-	-	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	N/A
<b>Developer Contribution</b>	19,175		30,000		49,175	-	N/A
Intragovernmental Transfer In		-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	\$ 19,175	\$ -	\$ 30,000	\$ -	49,175	\$ -	N/A
Expenditures and Other Uses							
Executive							
Professional Management	3,333	3,333	3,333	3,333	13,333	-	N/A
Financial and Administrative							
Audit Services	-	-	-	-	-	-	N/A
Accounting Services	667	667	667	667	2,667	-	N/A
Assessment Roll Services	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	_	-	N/A
Other Contractual Services							
Legal Advertising	-	-	-	1,029	1,029	-	N/A
Trustee Services	-	-	-	-	_	-	N/A
Dissemination Agent Services	-	-	-	-	-	-	N/A
Property Appraiser Fees	-	-	-	-	-	-	N/A
Bank Service Fees	26	24	25	23	98	_	N/A
Communications & Freight Services	-		_				,
Postage, Freight & Messenger	36	-	-	_	36	-	N/A

Prepared by:

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2020

escription	Octobei	. <u>N</u>	lovember	Decen	nber_	Ji	anuary	Year to	Date_	Total Annu Budget	al	% of Budget
Computer Services - Website Development		-	-		-		-		-		-	N/A
Insurance		-	5,000		-		-		5,000		-	N/A
Printing & Binding	16	6	-		-		-		166		-	N/A
Subscription & Memberships	17	5	-		-		-		175		-	N/A
Legal Services												
Legal - General Counsel		-	-	1	L,052		4,743		5,795		-	N/A
Legal -		-	-		-		-		-		-	N/A
Other General Government Services												
Engineering Services		-	-		-		-		-		-	N/A
Contingencies		-	-		-		-		-		-	N/A
Other Current Charges		-	-		-		-		-		-	N/A
Other Fees and Charges		-	-		-		-		-		-	N/A
Discounts/Collection Fees									-		-	
Sub-Total:	4,40	3	9,024	5	,077		9,795	2	8,299		-	N/A
Total Expenditures and Other Uses:	\$ 4,40	3 \$	9,024	\$ 5	5,077	\$	9,795	\$ 2	8,299	\$	-	N/A
Net Increase/ (Decrease) in Fund Balance	14,77	2	(9,024)	24	1,923		(9,795)	2	0,876		_	
Fund Balance - Beginning	•	_	14,772		, 5,748		30,671		-		_	
Fund Balance - Ending	\$ 14,77	2 \$	·		),671	Ś	20,876	2	0,876	\$	_	

4

## Currents Community Development District Debt Service Fund - Series 2019

#### Statement of Revenues, Expenditures and Changes in Fund Balance

#### Through January 31, 2020

Description	_	October	N	ovember	D	ecember	January	Year	to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							·				
Carryforward	\$	-	\$	-	\$	-	\$ -		-	-	N/A
Interest Income											
Interest Account		-		-		-	0		0	-	N/A
Sinking Fund Account		-		-		-	-		-	-	N/A
Reserve Account		-		16		31	32		79	-	N/A
Prepayment Account		-		-		-			-	-	N/A
Revenue Account		-		-		-			-	-	N/A
Capitalized Interest Account		-		-		-	-		-	-	N/A
Special Assessments - Prepayments											
Special Assessments - On Roll		-		-		-			-	-	N/A
Special Assessments - Off Roll		-		-		-			-	-	N/A
Special Assessments - Prepayments		-		-		-			-	-	N/A
Debt Proceeds		250,000		-		-		2	50,000	-	N/A
Intragovernmental Transfer In		-		-		-	-		-	-	N/A
<b>Total Revenue and Other Sources:</b>	\$	250,000	\$	16	\$	31	\$ 32	\$ 2	50,079	\$ -	N/A
Expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2019		-		-		-	-		-	-	N/A
Principal Debt Service - Early Redemptions											
Series 2019		-		-		-	-		-	-	N/A
Interest Expense											
Series 2019		-		-		-	-		-	-	N/A
Operating Transfers Out (To Other Funds)		-		-		-	-		-	-	N/A
Total Expenditures and Other Uses:	\$	-	\$	-	\$	-	\$ -		-	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance		250,000		16		31	32	2	50,079	-	
Fund Balance - Beginning		-		250,000		250,016	250,047		-	-	
Fund Balance - Ending	\$	250,000	\$	250,016	\$	250,047	\$ 250,079	2	50,079	\$ -	

#### Currents Community Development District Capital Projects Fund - Series 2019

## Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2020

Description	October	November		December	January	Y	ear to Date	T	otal Annual Budget	% of Budget
Revenue and Other Sources										
Carryforward	-	-		-	-		-	\$	-	N/A
Interest Income										
Construction Account	-	8		-	-		8	\$	-	N/A
Cost of Issuance	-	-		-	-		-	\$	-	N/A
Debt Proceeds	13,415,000			-	-		13,415,000	\$	-	N/A
<b>Developer Contributions</b>	21,729	-					21,729	\$	-	N/A
Operating Transfers In (From Other Funds)	-	-		-	-		-	\$	-	N/A
Total Revenue and Other Sources:	\$ 13,436,729	\$ 8	ç	-	\$ -	\$	13,436,737	\$	-	N/A
expenditures and Other Uses										
Executive										
Professional Management	\$ 20,000	\$ -	ç	-	\$ -	\$	20,000	\$	-	N/A
Other Contractual Services										
Trustee Services	\$ 9,675	\$ -	ç	-	\$ -	\$	9,675	\$	-	N/A
Printing & Binding	\$ 1,500	\$ -	ç	-	\$ -	\$	1,500	\$	-	N/A
Legal Services										
Legal - Series 2019 Bonds	\$ 145,000	\$ -	ç	-	\$ -	\$	145,000	\$	-	N/A
Other General Government Services										
Stormwater Mgmt-Construction	\$ -	\$ -	ç	-	\$ -	\$	-	\$	-	N/A
Capital Outlay										
Construction - Capital Outlay	\$ 13,055,579	\$ -	ç	-	\$ -	\$	13,055,579	\$	-	N/A
Cost of Issuance										
Legal - Series 2019 Bonds	\$ -	\$ -	ç	-	\$ -	\$	-	\$	-	N/A
Underwriter's Discount	\$ 204,975	\$ -	ç	-	\$ -	\$	204,975	\$	-	N/A
Operating Transfers Out (To Other Funds)	\$ -	\$ -	ç	-	\$ 	\$		\$	-	N/A
Total Expenditures and Other Uses:	\$ 13,436,729	\$ -	ç	· -	\$ -	\$	13,436,729	\$	-	N/A
Net Increase/ (Decrease) in Fund Balance	\$ -	\$ 8	ç	5 -	\$ -	\$	8		-	
Fund Balance - Beginning	\$ -	\$ -	ç	8	\$ 8	\$	-	\$	-	
Fund Balance - Ending	\$ -	\$ 8	Ś	8	\$ 8	\$	8	\$	-	

Prepared by:

### Currents Community Development District

# Financial Statements February 29, 2020

#### Prepared by:

#### JPWARD AND ASSOCIATES LLC

2900 NORTHEAST 12TH TERRACE

**SUITE 1** 

OAKLAND PARK, FLORIDA 33334

E-MAIL: jimward@jpwardassociates.com

PHONE: (954) 658-4900

#### Currents Community Development District

#### Table of Contents

	Page
Balance Sheet—All Funds	1-2
Statement of Revenue, Expenditures and Changes in Fund Balance	
General Fund	3-4
Debt Service Fund	5
Capital Projects Fund	6

#### JPWard & Associates LLC

2900 Northeast 12th Terrace

Suite 1

Oakland Park, Florida 33334

Phone: (954) 658-4900

## Currents Develoment District Balance Sheet for the Period Ending February 29, 2020

				Go	vernmental Fund	s				
				Deb	t Service Funds	Сар	ital Project Fund	count Groups		Totals
		Gener	al Fund		Series 2019		Series 2019	eneral Long erm Debt	(IVI	emorandum Only)
Assets										
Cash and Investments										
General Fund - Invested Cash		\$	16,853	\$	-	\$	-	\$ -	\$	16,853
Debt Service Fund										
Interest Account					111				\$	111
Sinking Account									\$	-
Reserve Account					250,000				\$	250,000
Revenue Account									\$	-
Prepayment Account									\$	-
Construction Account							8		\$	8
Cost of Issuance Account							-		\$	-
Due from Other Funds										
General Fund			-		-		-	-		-
Debt Service Fund(s)			-		-		-	-		-
Accounts Receivable			-		-		-	-		-
Assessments Receivable			-		-		-	-		-
Amount Available in Debt Service Funds			-		-		-	250,111		250,111
Amount to be Provided by Debt Service Funds			-		-		-	13,414,889		13,414,889
Total	Assets	\$	16,853	\$	250,111	\$	8	\$ 13,665,000	\$	13,931,971

## Currents Develoment District Balance Sheet

#### for the Period Ending February 29, 2020

		Governmental Fun	ds		
		Debt Service Funds	Capital Project Fund	Account Groups General Long	Totals (Memorandum
	General Fund	Series 2019	Series 2019	Term Debt	Only)
Liabilities					
	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Fiscal Agent					
Due to Other Funds	-				-
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
Bonds Payable					
Current Portion					
Long Term					
Series 2019				\$13,665,000	13,665,000
Total Liabilities	\$ -	\$ -	\$ -	\$ 13,665,000	\$ 13,665,000
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	-	-
Fund Balance					
Restricted					
Beginning: October 1, 2019 (Unaudited)	-	-	-	-	-
Results from Current Operations	-	250,111	8	-	250,118
Unassigned					
Beginning: October 1, 2019 (Unaudited)	-	-	-	-	-
Results from Current Operations	16,853			<u>-</u>	16,853
Total Fund Equity and Other Credits =	\$ 16,853	\$ 250,111	\$ 8	\$ -	\$ 266,971
Total Liabilities, Fund Equity and Other Credits	\$ 16,853	\$ 250,111	\$ 8	\$ 13,665,000	\$ 13,931,971

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 29, 2020

escription	October	November	December	January	February	Year to Date	Total Annual Budget	% of Budget
evenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest								
Interest - General Checking	-	-	-	-	-	-	-	N/A
Special Assessment Revenue								
Special Assessments - On-Roll	-	-	-	-	-	-	-	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	N/A
<b>Developer Contribution</b>	19,175		30,000			49,175	-	N/A
Intragovernmental Transfer In		-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 19,175	\$ -	\$ 30,000	\$ -	\$ -	49,175	\$ -	N/A
openditures and Other Uses								
Executive								
Professional Management	3,333	3,333	3,333	3,333	3,333	16,667	-	N/A
Financial and Administrative								
Audit Services	-	-	-	-	-	-	-	N/A
Accounting Services	667	667	667	667	667	3,333	-	N/A
Assessment Roll Services	-	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	-	-	-	N/A
Other Contractual Services								
Legal Advertising	-	-	-	1,029	-	1,029	-	N/A
Trustee Services	-	-	-	-	-	-	-	N/A
Dissemination Agent Services	-	-	-	-	-	-	-	N/A
Property Appraiser Fees	-	-	-	-	-	-	-	N/A
Bank Service Fees	26	24	25	23	23	121	-	N/A
Communications & Freight Services								

Prepared by:

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 29, 2020

escription	October	N	lovember	Dec	ember	Ji	anuary	Fe	ebruary	Yea	ır to Date	Total Annual Budget	% of Budge
Computer Services - Website Development		-	-		-		-		-		-	-	N/A
Insurance		-	5,000		-		-		-		5,000	-	N/A
Printing & Binding	16	6	-		-		-				166	-	N/A
Subscription & Memberships	17	5	-		-		-		-		175	-	N/A
Legal Services													
Legal - General Counsel		-	-		1,052		4,743		-		5,795	-	N/A
Legal -		-	-		-		-		-		-	-	N/A
Other General Government Services													
Engineering Services		-	-		-		-		-		-	-	N/A
Contingencies		-	-		-		-		-		-	-	N/A
Other Current Charges		-	-		-		-		-		-	-	N/A
Other Fees and Charges		-	-		-		-		-		-	-	N/A
Discounts/Collection Fees											-	-	
Sub-Total:	4,40	3	9,024		5,077		9,795		4,023		32,322	-	N/A
Total Expenditures and Other Uses:	\$ 4,40	3 \$	9,024	\$	5,077	\$	9,795	\$	4,023	\$	32,322	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	14,77	2	(9,024)		24,923		(9,795)		(4,023)		16,853	_	
Fund Balance - Beginning		_	14,772		5,748		30,671		20,876		-	_	
Fund Balance - Ending	\$ 14,77	2 \$		\$	30,671	\$	20,876	\$	16,853		16,853	\$ -	-

#### Currents Community Development District

#### **Debt Service Fund - Series 2019**

## Statement of Revenues, Expenditures and Changes in Fund Balance Through February 29, 2020

Description	October	Nov	ember	D	ecember		January	F	ebruary	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$ -	\$	-	\$	-	\$	-	\$	-	-	-	N/A
Interest Income												
Interest Account	-		-		-		0		0	0	-	N/A
Sinking Fund Account	-		-		-		-		-	-	-	N/A
Reserve Account	-		16		31		32		32	111	-	N/A
Prepayment Account	-		-		-					-	-	N/A
Revenue Account	-		-		-					-	-	N/A
Capitalized Interest Account	-		-		-		-		-	-	-	N/A
Special Assessments - Prepayments												
Special Assessments - On Roll	-		-		-					-	-	N/A
Special Assessments - Off Roll	-		-		-					-	-	N/A
Special Assessments - Prepayments	-		-		-					-	-	N/A
Debt Proceeds	250,000		-		-				-	250,000	-	N/A
Intragovernmental Transfer In	-		-		-		-		-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	\$ 250,000	\$	16	\$	31	\$	32	\$	32	\$ 250,111	\$ -	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2019	-		-		-		-		-	-	-	N/A
Principal Debt Service - Early Redemptions												
Series 2019	-		-		-		-		-	-	-	N/A
Interest Expense												
Series 2019	-		-		-		-		-	-	-	N/A
Operating Transfers Out (To Other Funds)	-		-		-		-		-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$	-	\$	-	\$	-	\$	-	-	\$ -	N/A
Net Increase/ (Decrease) in Fund Balance	250,000		16		31		32		32	250,111	-	
Fund Balance - Beginning	-	2	250,000		250,016		250,047		250,079	-	_	
Fund Balance - Ending	\$ 250,000		250,016	Ś	250,047	Ś	250,079	¢	250,111	250,111	\$ -	

### Currents Community Development District Capital Projects Fund - Series 2019

### Statement of Revenues, Expenditures and Changes in Fund Balance Through February 29, 2020

														Total Annual		% of
Description		October	November			December		January		February		Year to Date		Budget		Budget
Revenue and Other Sources																
Carryforward		-		-		-		-	-		-		-	\$	-	N/A
Interest Income																
Construction Account		-		8		-		-			-		8	\$	-	N/A
Cost of Issuance		-		-		-		-			-		-	\$	-	N/A
Debt Proceeds		13,415,000				-		-	-		-		13,415,000	\$	-	N/A
Developer Contributions		21,729		-									21,729	\$	-	N/A
Operating Transfers In (From Other Funds)		-		-		-		-	-		-		-	\$	-	N/A
Total Revenue and Other Sources:	\$	13,436,729	\$	8	\$	-	\$	-	-	\$	-	\$	13,436,737	\$	-	N/A
Expenditures and Other Uses																
Executive																
Professional Management	\$	20,000	\$	-	\$	-	\$	-	-	\$	-	\$	20,000	\$	-	N/A
Other Contractual Services																
Trustee Services	\$	9,675	\$	-	\$	-	\$		-	\$	-	\$	9,675	\$	-	N/A
Printing & Binding	\$	1,500	\$	-	\$	-	\$		-	\$	-	\$	1,500	\$	-	N/A
Legal Services																
Legal - Series 2019 Bonds	\$	145,000	\$	-	\$	-	\$	-	-	\$	-	\$	145,000	\$	-	N/A
Other General Government Services																
Stormwater Mgmt-Construction	\$	-	\$	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	N/A
Capital Outlay																
Construction - Capital Outlay		13,055,579	\$	-	\$	-	\$	-	-	\$	-	\$	13,055,579	\$	-	N/A
Cost of Issuance																
Legal - Series 2019 Bonds	\$	-	\$	_	\$	-	\$	-	-	\$	-	\$	-	\$	-	N/A
Underwriter's Discount	\$	204,975	\$	-	\$	-	\$	-	-	\$	-	\$	204,975	\$	-	N/A
Operating Transfers Out (To Other Funds)	\$	-	\$	-	\$	-	\$	-	-	\$	-	\$	-	\$	-	N/A
Total Expenditures and Other Uses:	\$	13,436,729	\$	_	\$	-	\$			\$	-	\$	13,436,729	\$	-	N/A
Net Increase/ (Decrease) in Fund Balance	\$	-	\$	8	\$	_	\$	-	-	\$	_	\$	8		-	
Fund Balance - Beginning	\$	-	\$	-	\$	8	\$	8		\$	8	\$	-	\$	-	
Fund Balance - Ending		-	\$	8	\$		\$	8	3		8	\$	8	\$	-	



February 27, 2020

Currents Community Development District c/o JPWard & Associates, LLC 2900 N.E. 12<sup>th</sup> Terrace, #1 Oakland Park, FL 33334 Attention: Mr. James P. Ward

Re: Currents CDD, Series 2020 Bonds

Dear Mr. Ward:

We are writing to provide you, as Currents Community Development District the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup> (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

<sup>&</sup>lt;sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>2</sup>

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

<sup>&</sup>lt;sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely

Jon Kessler, FMSbonds, Inc.

Acknowledgement:

Currents Community Development District

B	y:		_			