
JPWard and Associates LLC

TOTAL Commitment to Excellence

Flow Way

Community Development District

Board of Supervisors

June 20, 2019

One of Two



Visit our web site at: www.flowwaycdd.org

*JPWard and Associates LLC
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
E-MAIL: JimWard@JPWardAssociates.com
PHONE: (954) 658-4900*

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

June 12, 2019

Board of Supervisors
Flow Way Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Flow Way Community Development District will be held on **Thursday, June 20, 2019 at 1:00 p.m.** at the **offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**

1. Call to Order & Roll Call.
2. Consideration of Minutes.
 - a) May 16, 2019 Regular Meeting Minutes
3. CONSIDERATION OF RESOLUTION 2019-10 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENTDISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
4. CONSIDERATION OF RESOLUTION 2019-11 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON TUESDAY, JULY 25, 2019 AT 1:00 P.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.
5. CONDIDERATION OF RESOLUTION 2019-12 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES AND PROCEDURES RELATING TO THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM;

ADDRESSING EXCEPTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

6. CONSIDERATION OF RESOLUTION 2019-13 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2018-17 WHICH RESOLUTION, AMONG OTHER THINGS, DECLARED SPECIAL ASSESSMENTS AND THE MANNER IN WHICH SAID SPECIAL ASSESSMENTS WOULD BE MADE, AND CALLED FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
7. CONSIDERATION OF RESOLUTION 2019-14 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2018-18 WHICH RESOLUTION, AMONG OTHER THINGS, SET A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
8. CONSIDERATION OF RESOLUTION 2019-15 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$[11,000,000] AGGREGATE PRINCIPAL AMOUNT OF ITS FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (PHASE 7 AND PHASE 8 PROJECTS), IN ONE OR MORE SERIES (THE "SERIES 2019 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2019 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2019 BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2019 BONDS AND AWARDING THE SERIES 2019 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2019 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT, A TRUE-UP AGREEMENT, AN ACQUISITION AGREEMENT, AN ASSIGNMENT AGREEMENT, AND A COMPLETION AGREEMENT; PROVIDING FOR THE APPLICATION OF SERIES 2019 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2019 BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.
9. CONSIDERATION OF RESOLUTION 2019-16 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FOR PHASE 5, PARCEL I FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC 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.

10. CONSIDERATION OF RESOLUTION 2019-17 OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FOR PARCEL K3 AND K4 FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC 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.

11. Staff Reports

- a) District Attorney
- b) District Engineer
- c) District Manager
 - I. Financial Statements May 31, 2019 (Unaudited)
 - II. Update on Cheffy Passidomo retention and status of legal opinion on Preserves.
 - III. Update by Tim Hall (Turrell and Associates) on the operations of the preserves.

7. Supervisor's Requests and Audience Comments

12. Adjournment

The second order of business is the consideration of the minutes for May 16, 2019 Regular Meeting Minutes.

The third and fourth order of business is the start of the process by the District to levy capital assessments on the remaining portion of Phase 7 (36 Esplanade Units), Phase 8 (consisting of 275 Single and Multi Family Units (including 34 – 52' single family lots associated with the property known as Hatcher, to finance the capital improvement program for the District.

In order to start the process, Waldrop Engineering prepared an engineering report that outlines the capital improvement plan for the above referenced area, which includes the infrastructure required for the area and allocation of costs for the infrastructure.

The first step is for Waldrop Engineering to describe the overall capital improvement program and the phasing plan for the capital improvement program.

Subsequent to that presentation, I will review the special assessment methodology, which takes the cost allocation and adds the preliminary financing costs, to get a par debt to be issues, along with the estimated assessments for the property being assessed.

Finally the Board will consider two resolutions. The first Resolution 2019-10 is what we call a Resolution of Intent to Levy, and simply means that the Board desires to proceed with the public hearing to levy assessments to fund the capital improvement program. The second Resolution 2019-11 is a Resolution that provides notice of the public hearing on the proposed assessments. The public hearing is scheduled for Thursday, July 25, 2019 at 1:00 P.M. at the offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

The fifth order of business is consideration of Resolution 2019-12, which provide for specific guidelines participation at a Board Meeting. Essentially, the resolution provides that all audience comments will be heard at the beginning of the meeting on any item on the agenda, or other items of concern not on the agenda, speakers are limited to three (3) minutes each on all items. The Presiding Office may at their discretion, consider additional speaker comments during an item.

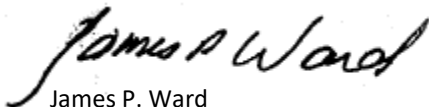
The sixth and seventh order of business deals with the rescission of Resolution 2019-13 and 2019-14 which started the assessment process for the same area that is referenced in items 3 and 4 above and which was not completed at that time.

The eighth order of business is consideration of Resolution 2019-15 which authorizes the issuance of an amount not to exceed of \$11,000,000.00 in special assessment bonds, Series 2019 (Phase 7 and Phase 8 Projects, in one or more series, including but not limited to the certain findings and facts required by law and the appropriate documents required for the issuance of the Bonds. Finally, the delegation award resolution permits staff, the Chair or Vice-Chair to make any requisite changes that are NOT deemed by Bond Counsel and District Counsel as material, to the exhibits of the resolution for the sale of the bonds.

The ninth and tenth order of business is consideration of Resolution 2019-16 and 2019-17, in which the District acquires certain water and wastewater utilities from the Developer, issues a promissory note to the Developer to repay for those facilities ONLY, from the proceeds of the Series 2019 bonds contemplated to be issued under items 3 and 4 above, and finally, to convey those facilities onto Collier County for ownership, operations and maintenance. The only reason this is being handled this way, is that residents will be moving into these areas before the District is able to complete the financing, and the utilities need to be turned over to the County before residents can move into their new homes.

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Flow Way Community Development District



James P. Ward
District Manager

**MINUTES OF MEETING
FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Directors of the Flow Way Community Development District was held on Thursday, May 16, 2019 at 1:00 p.m. at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

Present and constituting a quorum:

Drew Miller	Chairperson
John Wollard	Vice Chairperson
Tim Martin	Assistant Secretary
Ronald Miller (phone)	Assistant Secretary
Tom Kleck (phone)	Assistant Secretary

Also present were:

James P. Ward (phone)	District Manager
Greg Urbancic	District Counsel
Jeremy Fireline	District Engineer

Audience:

Tom Coffey
Ed Stahley
Martin Winters

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

District Manager James P. Ward called the meeting to order at approximately 1:00 p.m. and all members of the Board were present at roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes

April 16, 2019 Regular Meeting Minutes

Mr. Ward asked if there were any additions, corrections or deletions for the April 16, 2019 Regular Meeting Minutes. Hearing none, he called for a motion.

On MOTION made by Mr. John Wollard, seconded by Mr. Drew Miller, and with all in favor, the Minutes from the April 16, 2019 Regular Meeting were accepted.

THIRD ORDER OF BUSINESS**Consideration of Resolution 2019-8****Consideration of Resolution 2019-8 amending 2018-12 Setting the Board Meeting dates, times and location for the balance of the Fiscal Year 2019 which ends on September 30, 2019.**

Mr. Ward stated Resolution 2019-8 considered changing the time, date and location of Board Member Meetings. He reported the possibility of holding Meetings at the Amenity Center 8906 Torre Vista Lane, Naples, FL was discussed previously. He noted if the Board wished to move Meetings to this location a time and date needed to be determined. Mr. Drew Miller asked if Mr. Ward had coordinated with Brittany to determine a time. Mr. Ward responded in the negative. Discussion ensued regarding speaking with Brittany regarding acceptable Meeting dates and times prior to approving Resolution 2019-8, holding Meetings on the third Thursday of each month, and tabling this Item. The Board agreed to table this Item. Mr. Ward stated he would coordinate with Brittany and email the Board regarding the date and time of the next Meeting.

FOURTH ORDER OF BUSINESS**Consideration of Resolution 2019-9****Consideration of Resolution 2019-9 Approving the Proposed Fiscal Year 2020 Budget and setting the Public Hearing on Thursday, August 20, 2019 at 3:00 P.M. at the offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**

Mr. Ward stated the Budget was required to be approved for the purpose of setting a Public Hearing date; approving the Budget at this point did not bind the Board to the programs or costs within the Budget. He stated he coordinated with Brittany to schedule the Public Hearing Meeting August 20, 2019 at 3:00 p.m. at the Amenity Center of the Esplanade Golf and Country Club in Naples.

Mr. Ward briefly reviewed the Budget which was unchanged as compared with last year's Budget. He noted on page 1 through page 5 was the General Fund Budget and was exactly the same as in the prior year with an assessment of \$487.68 per unit for each of the 1,157 units for Fiscal Year 2020. He explained while the cost of the maintenance of the preserve area went up and down dramatically on a yearly basis he created a reserve for future operations in an effort to keep the amount the same annually. He stated on page 6 through page 21 were the Bond Debt Service Funds and he briefly reviewed the Funds. He noted page 22 was a summary of the entire Budget which listed the General Fund, the Debt Service Fund, and the total which would be paid by Bond Series.

Mr. Tom Coffee asked about the number of units. Mr. Ward explained 1,157 units was the number of potential units which could be constructed, exclusive of the Hatcher Units, including portions of Esplanade which were not built at this time. He stated this number would only change if Taylor Morrison did not build the total units. He stated the 1,157 units applied only to the General Fund; the Bond Series unit numbers were different. Discussion ensued regarding the number of units.

Mr. Ronald Miller asked about the possibility of a better interest rate on cash funds. Mr. Ward responded he was in the process of investing the Reserve Funds in a five (5) year breakable Certificate of Deposit at 2.75% which met the requirements of the Trust Indenture. He explained it was necessary for the CD to be breakable. He noted he had not yet identified any new investment opportunity

appropriate for the Revenue Account. Mr. R. Miller asked if there were penalties associated with breaking the breakable CD if necessary. Mr. Ward responded in the negative. Mr. R. Miller asked about the possibility of money market funds or AAA commercial paper for the Revenue Accounts. Mr. Ward responded in the negative regarding money market funds; he noted he was still investigating possible options. He explained the money in the Revenue Accounts were present in full for approximately five (5) months annually. Mr. R. Miller stated commercial paper might be a good option. Mr. Ward noted he would take this into consideration. He stated he and the Trustee were investigating possibilities which might meet the indenture requirements.

Mr. Tom Coffee asked about the internal and external preserve properties and maintenance costs. Mr. Ward explained the CDD only maintained preserve property which was owned by the CDD. Discussion ensued regarding when the external preserve property was transferred and the costs incurred upon said transfer.

Mr. Ed Stahley asked about the phrase "external preserves." Discussion ensued regarding "external preserves" referring to the preserves which were located outside the footprint of the Community, internal preserves being located within the footprint of the Community, the CDD being transferred ownership of the external preserves in 2018.

Discussion ensued regarding the Public Hearing date and time. Mr. Ward amended the Resolution as follows: **Consideration of Resolution 2019-9 Approving the Proposed Fiscal Year 2020 Budget and setting the Public Hearing on Thursday, August 22, 2019 at 3:00 P.M. at the Esplanade Golf and Country Club, 8918 Torre Vista Lane, Naples, Florida 34119.**

On MOTION made by Mr. Drew Miller, seconded by Mr. Tom Kleck, and with all in favor, Resolution 2019-9 was adopted as above and the Chair was authorized to sign.

FIFTH ORDER OF BUSINESS

Consideration of Retention of Counsel

Consideration of Retention of Cheffy Passidomo as counsel to review the documents related to the transfer of the preserves from Taylor Morrison to the District.

Mr. Ward reported at the last Meeting the Board discussed obtaining a legal opinion in regard to the abundant documents related to the preserves. He explained Mr. Greg Urbancic's office may have a conflict of interest with respect to any legal opinions. He stated Cheffy Passidomo, a well-known law firm in the Naples area, proposed to review the preserve documents. He noted the proposal was included in the Agenda Packet.

Mr. Drew Miller suggested tabling hire of an attorney at this point. He stated Taylor Morrison contacted Lewis, Longman and Walker who were listed on many of the documents and had completed the permitting for the preserves. He explained through Lewis, Longman and Walker, Taylor Morrison could amend the permit to clarify the preserves would stay in perpetuity with the CDD, eliminating the possibility of CREW demanding ownership of the preserves. He stated he understood there was a desire for the CDD to pursue Taylor Morrison for \$4.2 million dollars for preserve maintenance; however, Taylor Morrison was unwilling to relinquish \$4.2 million dollars to the CDD as the CDD was designed to

work in situations such as this. He stated he and Taylor Morrison felt the Community as a whole benefitted from the CDD owning and maintaining the preserve.

Mr. Ronald Miller stated he disagreed and felt an outside legal opinion was still important.

Mr. Tom Coffee stated he read the Court Summary regarding the preserve area which he felt indicated the Court clearly intended for CREW to take the preserves in perpetuity with an escrow fund whereby the financial stability was assured. He noted he did not recall there being an option to transfer the preserves to another entity. He stated as CREW and South Florida Water Management were intimately involved with the legal process over the years, he wished to have a representative of CREW and South Florida Water Management opine regarding the legal documents. Discussion ensued regarding Mr. Coffee's recommendation, the various other entities involved with this project who recommended donation/transfer to CREW, and the importance of discovering where the CDD stood legally.

Mr. Drew Miller suggested asking specific questions of counsel to narrow the scope of research. Mr. Ward stated outside counsel was being asked specifically if the CDD had the right to continue to own the preserves in perpetuity, did another entity have the right to procure the preserves, would the CDD be held responsible in any way for the funding requirement, and would the CDD retain ownership of the current walking trail if another entity procured the preserves. Mr. Drew Miller noted the trail was outside preserves borders. Mr. Ward asked who owned the trail currently. Mr. Drew Miller stated he was unsure, but he believed if Taylor Morrison still owned the trail it would be deeded to the HOA this year.

Discussion continued regarding the trail, the preserves, the contract property owners signed discussing the trail/preserve area, the language within said contract, the preserves being considered a Community amenity, the cost of preserve maintenance, who was responsible for the funds to maintain the preserves, how the preserves benefitted the Community, the fact that the existence of the preserves was required by law, the environmental assessment of the preserves, the Memorandum of the Settlement Agreement imparting Notice of Covenant and Release of the Covenant, and discussion with Lewis, Longman and Walker being a good first step. Mr. Ronald Miller requested a copy of the Memorandum of the Settlement Agreement be distributed to the CDD. Mr. Drew Miller agreed.

Discussion ensued regarding a cap for attorney fees. Mr. Ward stated if Cheffy Passidomo were retained, he would attempt to keep the fees as low as possible. Discussion ensued regarding attorney fees.

On MOTION made by Mr. Ronald Miller, seconded by Mr. Drew Miller, and with a 4 to 1 vote (Mr. Tom Kleck voted nay), retention of Cheffy Passidomo as counsel to review the documents related to the transfer of the preserves from Taylor Morrison to the District was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

Staff Reports

a) District Attorney

There was no Report from the District Attorney.

b) District Engineer

There was no Report from the District Engineer.

c) District Manager

I. Financial Statements March 31, 2019 (Unaudited)

There were no questions or comments regarding the unaudited Financial Statements of March 31, 2019.

II. Report on the Number of Registered Voter's in the District

Mr. Ward noted Statute required the District to determine the number of registered voters within the District by April 15th yearly. He reported there were 649 Registered Voters in Flow Way. He explained this was applicable once two Statute thresholds were met, one was "six years from date of establishment" and the other was "250 qualified electors." He noted Flow Way met both thresholds; the elections began to transition last year and would continue over the next few years towards Registered Voter status. He stated the next election would be in November 2020. He stated Mr. Wollard's and Mr. Martin's seat would be vacated in 2020. He stated there was no action required by the Board; this information was provided as a matter of law.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ronald Miller – Request to discuss preserves.

Mr. Ronald Miller reported he had discussed the preserves at the previous Meeting; subsequently he discovered a significant amount of additional information. He noted the repeated use of the words "permittee" and "applicant" seemed only to apply to Taylor Morrison, not to the CDD, and any funding requirement seemed to be Taylor Morrison's responsibility. He noted he was untroubled by the idea of the CDD owning the preserves, but was worried about the possibility of the CDD being held responsible for funding preserve maintenance while not maintaining ownership. He read excerpts of the various court cases involved and reviewed his findings. He noted the transfer to the public management agency was to be done within six (6) months following litigation. He noted the maintenance Escrow Fund endowment was required to include extensive specific funding types such as fencing, insurance, monitoring fees, fire prevention, etc., and he believed it was clearly indicated Taylor Morrison was required to cover the Escrow Fund. He stated the Biological Report by Hall Associates reviewed the Escrow Fund as well. He read "the donation of the preserves to an entity specifically charged with property maintenance and preservation in lieu of perpetual management by a home owners association would be more appropriate" and stated he felt this meant the preserve was to be donated to an entity such as CREW or Southwest Florida Water. He read "maintenance and management of the preserve areas were the responsibility of the owner and developer in perpetuity" which he believed clearly indicated Taylor Morrison. He read "once restorations activities have met the success criteria the

preserve will be offered to CREW or another suitable land management entity along with the escrow funds to perpetually maintain the preserve.” He stated he believed this statement meant CREW or a similar entity was to take control of the preserves; however, he wished to obtain a professional legal opinion, especially to ensure the CDD would never be responsible for the escrow funding requirement. He reported turning the property over to the CDD in the fall of 2018 was a premature conveyance of the property. He noted he felt the property should have been turned over to the HOA or the CDD only after Taylor Morrison met the 90% sale bar, and only until such time as the property could be turned over to CREW or another such agency. He stated he wished to have an attorney’s opinion in this regard as well. He stated he believed Taylor Morrison had full financial responsibility to bring the preserves up to the standards indicated in mitigation. He stated he believed the CDD should never have spent, nor should spend in the future a penny to bring the property up to the mitigated responsibility laid on Taylor Morrison.

Mr. Drew Miller stated he would not support hiring an attorney to determine whether Taylor Morrison turned the property over prematurely. He suggested bringing in Mr. Tim Hall for discussion. He stated he believed Taylor Morrison had brought the preserves up to a maintenance only position. Mr. Ronald Miller agreed; Mr. Ward should contact Mr. Tim Hall regarding the mitigation process and timeline. He asked Mr. Drew Miller to discuss the situation with Taylor Morrison and provide feedback at the next Board Meeting. Mr. Drew Miller agreed.

Mr. Drew Miller noted Taylor Morrison hired Lewis, Longman and Walker and intended to move forward with ensuring that the permits were properly amended regarding the CDD and CREW. He stated it was Taylor Morrison’s opinion, once the success criteria was met, the burden to maintain the property would then fall to the CDD. Mr. Ron Miller stated if Taylor Morrison was indicating the CDD was an authorized public agency which could keep the preserves in perpetuity the documents specifically indicated Taylor Morrison was required to provide an escrow fund to said public agency (which in this case was the CDD). Mr. Drew Miller stated he was not an attorney, but he understood it was the intent of Taylor Morrison to amend the permits so the perpetual responsibility belonged to the CDD while no entity which was not financially able (such as CREW) could take responsibility of the perpetual maintenance. Discussion ensued regarding the attorneys making this determination regarding the escrow fund. Mr. Ron Miller suggested obtaining a warranty and an indemnity contract from Taylor Morrison which absolved the CDD from the escrow fund in perpetuity. Mr. Drew Miller stated he would discuss this with Taylor Morrison’s internal counsel.

Mr. Coffee stated he was concerned about where funding to maintain the preserves would originate. He stated he believed the CDD should engage South Florida Water Management System and CREW in conversation to determine said entity’s positions. He intimated he believed Taylor Morrison was attempting to shift liability without funding and amending permits without approval from the entities with knowledge of the court cases. He stated Mr. Drew Miller needed to have a clear stance on what Taylor Morrison’s legal and moral position was. Mr. Drew Miller responded Taylor Morrison’s moral position was if Taylor Morrison were to establish a large escrow fund for perpetual maintenance it would be more beneficial to put the preserves into the hands of another entity (such as CREW). He stated Taylor Morrison believed, with the upcoming changes of flow through the area by the State, the CDD would benefit from maintaining control of the preserve property. Mr. Coffee asked what Mr. Drew Miller felt “a non wasting escrow fund being funded by the plaintiff” meant. Mr. Drew Miller stated he understood Mr. Coffee’s point and was not arguing the language in the document. He stated Taylor Morrison wished to ensure the property and preserves were maintained in perpetuity by an entity which had the financial ability to maintain said preserves in perpetuity.

Mr. Ronald Miller stated he understood Mr. Drew Miller’s point; however, he believed the Courts determined the preserves would be owned by CREW or Southwest Water Management and there would be an escrow fund provided. He stated while he did not disapprove of the CDD owning the preserves in perpetuity, he did not believe it was an option; he believed the CDD was a transitory owner and said ownership would come to an end 6 months following mitigation. Mr. Drew Miller indicated Taylor Morrison had hired Lewis, Longman and Walker to ensure compliance of the requirements for the property. Mr. Coffee stated he was less concerned about who owned the preserves and more concerned about who was required to fund the preserves with an escrow fund.

Discussion ensued regarding the escrow fund, the settlement, determining what the courts intended, and liability. Mr. Drew Miller stated Taylor Morrison would not leave the matter open ended in any way and would do due diligence in this regard. Mr. Ronald Miller stated he did not believe this would be a simple matter. Discussion ensued regarding whether CREW would fight for the preserve and the escrow account, and the circular language in the court documents.

Mr. Drew Miller stated the CDD would obtain a legal opinion from Cheffy Passidomo while Taylor Morrison would continue with Lewis, Longman and Walker. He stated Taylor Morrison’s intent was not to leave the CDD with a huge liability; it intended to leave the CDD with the perpetual maintenance ONM obligation on the preserves. Mr. Coffee stated he felt Mr. Drew Miller’s statement was contradictory. Discussion ensued regarding Mr. Coffee’s position.

Mr. Ronald Miller stated he felt it was important for Cheffy Passidomo and Lewis, Longman and Walker to be in communication. Mr. Drew Miller concurred.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately 2:40 p.m.

**On MOTION made by Mr. Drew Miller, seconded by Mr. John Wollard,
and with all in favor, the Meeting was adjourned.**

Flow Way Community Development District

James P. Ward, Secretary

Andrew Miller, Chairperson

RESOLUTION NO. 2019-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Flow Way Community Development District (the "Board") hereby determines to undertake, install, plan, establish, construct, reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain public improvements described in that certain Flow Way Community Development District Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013 ("Master Engineer's Report"), as supplemented by that certain Flow Way Community Development District Phase 8 Engineer's Report for the 2018 Project prepared by Waldrop Engineering, Inc. and dated May, 2019 ("Supplemental Engineer's Report"). Both the Master Engineer's Report and the Supplemental Engineer's Report are maintained on file at the offices of the District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334 ("District Manager's Office") and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and are incorporated herein by reference. The public improvements associated with Phase 8 Project, and which are more particularly described in the Supplemental Engineer's Report, are hereinafter referred to as the "Improvements"; and

WHEREAS, Flow Way Community Development District (the "District") is empowered by Chapter 190, the Uniform Community Development District Act of 1980 (as amended), Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments (as defined below); and

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190, and 197, Florida Statutes (the "Assessments"); and

WHEREAS, the District hereby determines that benefits will accrue to the property benefited by the Improvements, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in that certain Supplemental Special Assessment Report for Series

2018 Phase 7 (Esplanade) and Phase 8 Bonds prepared by JPWard & Associates, LLC and dated May 29, 2019 (the "Assessment Report"), a copy of which is maintained on file at the offices of the District Manager, JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334 and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103, and which report is incorporated herein by reference; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property benefited by the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The foregoing recitals are hereby incorporated as the findings of the Board.

Section 2. Assessments shall be levied to defray a portion of the cost of the Improvements.

Section 3. The nature and general location of, and plans and specifications for, the Improvements are described in the Engineer's Report and maintained on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

Section 4. The total estimated cost of the Improvements is approximately \$8,006,421.03 (the "Estimated Cost").

Section 5. The Assessments will defray approximately \$9,060,000.00 in bonded indebtedness which includes, without limitation, the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency.

Section 6. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report (which report is incorporated herein by reference), including provisions for supplemental assessment resolutions. The Assessment Report is also available on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

Section 7. The Assessments shall be levied in accordance with the Assessment Report on all lots and lands constituting the portion of Phase 8, within the District, being assessed ("Phase 8 Assessed Land"), which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

Section 8. There is on file in the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office, an assessment plat showing the Phase 8 Assessed Land, with the plans and specifications describing the Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in the Assessment Report, which shows the lots and lands assessed within the Phase 8 Assessed Land, the amount of benefit to and the Assessment

against each lot or parcel of land and the number of annual installments into which such Assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.

Section 10. Commencing with the year in which the Assessments are certified for collection and subsequent to any capitalized interest period, the Assessments shall be paid in not more than (30) thirty yearly installments, which installments shall include principal and interest as calculated in accordance with the Assessment Report. The Assessments shall be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District otherwise determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law.

Section 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

Section 12. The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Collier County and to provide mailed notices to the owners of the property subject to the proposed Assessments and such other notice as may be required by law or deemed in the best interest of the District.

Section 13. 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.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 15. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of June, 2019.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

Andrew Miller, Chairman

Reports Incorporated By Reference:

Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013, as supplemented by that certain Flow Way Community Development District Phase 8 Engineer's Report for the 2018 Project prepared by Waldrop Engineering, Inc. and dated May, 2019.

Supplemental Special Assessment Report for Series 2018 Phase 7 (Esplanade) and Phase 8 Bonds prepared by JPWard & Associates, LLC and dated May 29, 2019

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

**Phase 8
Engineer's Report
2019 Project**

Prepared for:

Flow Way Community Development District
Board of Supervisors
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Prepared by:



28100 Bonita Grande Dr. Suite 305
Bonita Springs, FL 34135

May, 2019

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Overview of District.....	1
1.2	Purpose and Scope of this Report	2
2.0	DISTRICT BOUNDARY AND PROPERTY SERVED	3
2.1	District Boundary	3
2.2	Existing Infrastructure.....	3
3.0	COST ALLOCATION OF CAPITAL IMPROVEMENT PLAN.....	5
3.1	Surface Water Management.....	6
3.2	Water & Wastewater Systems.....	8
3.3	Irrigation Distribution System	9
3.4	Exterior Landscaping	11
3.5	Offsite Improvements	12
3.6	Environmental Mitigation.....	13
3.7	Professional & Permit Fees.....	15
4.0	SUMMARY OF ALLOCATION OF CONSTRUCTION COSTS	16
5.0	CONCLUSION.....	19

TABLES

Table 1 - Master Land Use Summary within the District Boundaries.....	2
Table 2 - Surface Water Management - ERU Value Calculation.....	7
Table 3 - Phase 8 Surface Water Management System Cost Allocation.....	7
Table 4 - Water & Wastewater - ERU Value Calculation.....	8
Table 5 - Water & Wastewater – Cost Allocation	9
Table 6 - Irrigation System - ERU Value Calculation.....	10
Table 7 - Project Irrigation System - Property Cost.....	10
Table 8 - Exterior Landscaping - ERU Value Calculations.....	11
Table 9 - Project Exterior Landscaping - Property Cost.....	12
Table 10 - Offsite Improvements - ERU Value Calculation.....	12
Table 11 - Project Offsite Improvements - Property Cost.....	13
Table 12 - Environmental Mitigation - ERU Value Calculation.....	14
Table 13 - Project Environmental Mitigation - Property Cost.....	14
Table 14 - Professional & Permit Fees - ERU Value Calculation.....	15
Table 15 - Project Professional & Permit Fees - Property Cost.....	16
Table 16 - Total Cost Allocated to Each Parcel Type.....	17
Table 17 - Phase 8 Proportional Cost Per Unit.....	18

EXHIBITS

- EXHIBIT 1 - Location Map
- EXHIBIT 2 - District Boundary
- EXHIBIT 3 - District Development
- EXHIBIT 4 - Phased District Potable Water Facilities
- EXHIBIT 5 - Phased District Wastewater Facilities
- EXHIBIT 6 - Phased District Irrigation Facilities
- EXHIBIT 7 - Phased District Surface Water Management Facilities
- EXHIBIT 8 - Phased Environmental Preserve & Mitigation Areas
- EXHIBIT 9 - District Boundary Sketch & Description (Less Hatcher)

1.0 INTRODUCTION

1.1 Overview of District

The Flow Way Community Development District, (the “District”) is located in portions of Sections 15 & 22, Township 48 South and Range 26 East and is entirely within unincorporated Collier County, Florida. The district site covers approximately 849.40 acres, (859.40 acres with the inclusion of the Hatcher property) northwest of the intersection of Immokalee Road and County Road 951. Refer to the EXHIBIT 1, LOCATION MAP located in the Appendix of this report.

The District was established on February 26, 2002 approval and adoption of Ordinance Number 02-09 by the Collier County Board of County Commissioners. The District Boundary was expanded in 2016 with the addition of a 19.4 ac parcel (known as the “DiLillo Parcel”) and it is anticipated that the District will be expanded again in 2019 with the addition of a 10.01 ac parcel (known as the “Hatcher Parcel”). The District boundary is identified in EXHIBIT 2, DISTRICT BOUNDARY, located in the Appendix of this report. A metes and bounds description of the District boundary, recorded with the adopted ordinance, is included as EXHIBIT 9 in the Appendix.

The District serves the Esplanade Golf and Country Club of Naples (the “Development”). Refer to EXHIBIT 3, DISTRICT DEVELOPMENT, located in the Appendix of this report. The lands within the District are zoned PUD and the current plan of development includes single-family and multi-family dwelling units, an 18-hole bundled golf course, amenity campus and a network of trails and parks. Construction of the Development commenced in 2018 and is anticipated to continue through 2019.

At Buildout, the Development will include approximately 1,184 single family and multi-family dwelling units (Expanded from 1,121 in 2016 with the DiLillo Parcel), an 18-hole bundled golf course and amenity campus. The project has been developed in multiple phases.

The following table, Table 1, describes the general land use categories found within the District:

Table 1 - Master Land Use Summary within the District Boundaries, less the Hatcher Property

TYPE OF USE ¹	ACRES +/-	PERCENT OF TOTAL
Surface Water Management	188.42	22%
Single Family Residential	171.70	20%
Multi-Family Residential	30.53	4%
Road Rights-of-Way	61.93	7%
Conservation Areas	157.72	19%
Golf Course, Sales, Maintenance and Amenity Facilities	132.76	16%
Other (Uplands, Open Space, etc.)	106.34	12%
TOTAL	849.40	100.00%

1. Areas for “Type of Use” are not meant to represent the areas for potential CDD funding or acquisitions.

1.2 Purpose and Scope of this Report

The purpose of this report is to present the Capital Improvement Plan (“CIP”) including qualified cost for Phase 8 of the Development being financed by the Series 2019 Bonds and also present the methodology to establish Special Assessments of qualified Development costs for all product types in Phase 8. The Cost Allocation Methodology, outlined in Section 3.0 of this report, is consistent with previously established allocations for the Phase 1 & 2, Phase 3, Phase 4, Phase 5, and Phase 6 & 7 reports.

The Special Assessments, based on the probable construction costs, will fund the capital improvement plan for certain Phase 8 public infrastructure improvements to serve the District (the “Improvement(s)”). The overall financing plan and assessment methodology will be developed by the District’s financial consultant. Only those Improvements set forth herein that are determined by the District’s Bond Counsel to be eligible for tax-exempt bond financing will be funded by bonds of the District.

The Developer may finance and construct certain of these Improvements not financed by the District and convey the same to the District. The Developer will construct all other improvements needed for the Development.

The Improvements are required by or are consistent with the requirements of the County and other applicable regulatory and jurisdictional entities. Phase 8 is located in areas not previously assessed.

This report references the Phase 6&7 Engineer's Report – 2017 Project, dated October 2017 and will include in this financing thirty six (36) multi-family Esplanade units that were not financed as a part of the last District financing. See Assessment Methodology dated May 29, 2019.

The CIP contained in this report reflects the present intentions of the District. The exact location of the Improvements may be revised during the course of approval and implementation; locational revisions will not diminish or alter the benefits to be received by the lands of the District. The District retains the right to make reasonable adjustments in the Improvement Plan to meet the requirements of any governmental agency and at the same time provide the same or greater benefits to the lands of the District. Regulatory criteria will continue to evolve, and future changes may affect the implementation of the Improvement Plan, as it may be changed from time to time. The implementation of any Improvements outlined within the Improvement Plan requires the final approval of the District's Board of Supervisors.

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

2.0 DISTRICT BOUNDARY AND PROPERTY SERVED

2.1 District Boundary

EXHIBIT 2 illustrates the boundary of the District. Immokalee Road (County Road 846) borders the southern boundary of the District. The eastern boundary of the District borders residential areas. Wetlands/conservation/preservation areas border the western and northern boundaries.

2.2 Existing Infrastructure

Prior to construction of the Phase 1 & 2 Improvements, the existing infrastructure in the vicinity of the District consisted mainly of area roadways and nearby utilities. Immokalee Road lies along the southern edge of the site; a 12-inch water main and a 10-inch sanitary wastewater force main, along Immokalee Road, were previously extended to the Development.

A brief description of each previous Phase of improvements Improvement is summarized below:

The Phase 1 & 2 improvements included infrastructure to support the overall development and the Phase 1 & 2 units. Specific improvements included:

- Potable water pipes including 10-inch and 12-inch water mains along Esplanade Blvd., 10-inch and 12-inch water mains along Torre Vista Ln., and 6-inch, 8-inch, and 10-inch water mains within the residential parcels and amenity campus.
- Wastewater pipes including 8-inch and 15-inch gravity mains, 8-inch and 10-inch force mains, and two pump stations that serve Phases 1 & 2.
- Irrigation pipes including 4-inch, 6-inch, 8-inch, 10-inch, and 12-inch irrigation mains and one irrigation pump station located on the south side of Lake #7.
- A proportionate share of the total Surface water management system infrastructure.
- A proportionate share of the total Preserve Area costs.

The Phase 3 improvements included infrastructure to support the overall development and the Phase 3 units. Specific Improvements included:

- Environmental Mitigation – Contouring of wood stork creation area.
- Wood stork creation area clearing, grubbing, silt fence, planting, watering and scrape down.
- Water Main along Arrezo Court Sta. 0+69 to 3+88 and 0+80 to 10+15
- Gravity main along Arrezo Court Sta. 0+30 to 4+03 and 0+65 to 10+05
- Irrigation main along Arrezo Court Sta. 0+76 to 4+25 and 0+11 to 10+13
- Dewatering, blasting and drilling for Lakes 14b, 16, 17, 18 and the Pass-Through
- Lake 17 excavation
- Lakes 14-20 slope stabilization
- Trees & sod from eastern and southeastern buffer along Torre Vista Lane and Broken Back Road.
- Phase 2 Work Product including Plans and Plat coordination, construction/certification and environmental professional fees.

The Phase 4 improvements included infrastructure to support the overall development and the Phase 4 units. Specific improvements included:

- Water Management Lakes 13A/13B & 18/19
- Storm water lake interconnect pipes
- Irrigation Main Esplanade Blvd Station 64+88 to 88+00
- Potable Water Main Esplanade Blvd. Station 64+88 to 88+00
- Gravity Sewer and Force Main Esplanade Blvd. Station 64+88 to 88+00
- Irrigation Infrastructure Parcels G1 & G2
- Potable Water Infrastructure Parcels G1 & G2
- Gravity Sewer and Force Main Parcels G1 & G2
- Drainage Infrastructure Parcels A, B, C, D, E, G1 & G2
- Work Product including Esplanade Blvd. (SDP#1) and Surface Water Design Consulting Fees

The Phase 5 improvements included infrastructure to support the overall development and the Phase 5 units. Specific improvements included:

- Potable Water and Sanitary Sewer (Terresina Drive and Benvenuto Ct)
- Potable Water and Sanitary Sewer (Galliano Terrace)
- Potable Water and Sanitary Sewer (Sorreno Ct - Station 0+00 to 9+50)

- Potable water and Sanitary Sewer (Sorreno Ct – Station 9+50 to End)
- Potable water and Sanitary Sewer (DiLillo Ct and Cavano St E.)
- Surface water management facilities for the DiLillo Parcel
- Blasting and excavation of water management lakes 9, 10, 12, 13, 14, 15, 20, & 23

The Phase 6 & 7 improvements included infrastructure to support the overall development and the Phase 6 & 7 units. Specific improvements included:

- Potable Water and Sanitary Sewer (Terresina Drive and Benvenuto Ct)
- Potable Water and Sanitary Sewer (Galliano Terrace)
- Potable Water and Sanitary Sewer (Sorreno Ct - Station 0+00 to 9+50)
- Potable water and Sanitary Sewer (Sorreno Ct – Station 9+50 to End)
- Potable water and Sanitary Sewer (DiLillo Ct and Cavano St E.)
- Surface water management facilities for the DiLillo Parcel
- Blasting and excavation of water management lakes 9, 10, 12, 13, 14, 15, 20, & 23

3.0 COST ALLOCATION OF CAPITAL IMPROVEMENT PLAN

The methodology used to assign the costs of the Phase 8 CIP to individual parcels/units in Phase 8 is based on Equivalent Residential Units (“ERU”), normalized to a typical 52-foot product type, computed for each infrastructure component in the CIP. The basis for establishing ERU’s for each component is described in detail in the following sections.

The property type is defined as the approximate width of the lot for the various housing product types. It should be noted that lot widths vary for similar residential product types. The ERU’s for each product type are established by normalizing the basis parameter to a standard 52-foot product type. For instance, if lot area is the basis for establishing the ERU, lot areas for each product type would be divided by the average lot area of a 52-foot product (set at 1.0 ERU) to obtain the ratio of each product type lot area to a standard 52-foot product. This ratio is the ERU.

The per lot costs for each Phase 8 CIP Component were computed using the following sequence:

- An ERU was established for each CIP Component, though a measurable quantity basis (such as lot area), and normalized to a 52-foot product type.
- The total ERU’s for each product type were computed by multiplying the number of each product type (in Phase 8) by the ERU for the product type.
- The total ERU’s for each CIP Component were computed by adding the total product type ERU’s.
- The total estimated component costs were divided by the total ERU’s to establish the cost per ERU.
- The total cost allocated to each product type was computed by multiplying the cost per ERU by the total ERU’s per product type.
- The cost per lot/unit was computed by dividing the cost per product type by total number of lots/units in the respective product type.

The cost per unit for each CIP Component, along with the basis for establishing Infrastructure component ERU's is discussed in the following sections.

3.1 Surface Water Management

The Surface Water Management System for the overall Development includes the interconnected lake system within the District, which consists of surface water management lakes, drainage pipes, catch basins, swales, berms and water control structures. The costs for Surface Water Management features in each Phase are allocated to individual lots based on the average impervious area for each unit type within the District. Impervious area is a surrogate for water treatment requirements and peak runoff rate, both of which influence the cost of a Surface Water Management System.

The District's surface water management system was designed to be an integrated system for flood protection as well as treatment and attenuation of storm water runoff for the entire District. The proposed surface water management system is designed to maintain water elevations for the 100-year storm event below finished floor elevations, potentially eliminating the need for flood insurance after appropriate applications are processed through FEMA.

The Surface Water Management System functions as a single comprehensive system, regardless of the geographic location of the individual components within the District, and must be operated and maintained as one unified system to ensure the adequate function and permit requirements placed on the District are being met.

The golf course and other amenities are also integral parts of the community that benefit each property owner. The golf course itself provides temporary storm water storage for larger storm events. As such, the surface water management costs associated with the golf course and amenities are distributed to each unit owner.

Construction costs of the District's surface water management system will continue to be allocated based on the percentage of storm water treatment, flood protection and runoff attenuation capacity usage anticipated for each property type within the District, which is directly influenced by impervious area. Thus, impervious area for each property type was used to assign costs of the Surface Water Management System.

The Surface Water Management System ERU's are based on impervious area of each unit type, normalized to a 52-foot lot. The ERU for a typical 52' wide lot, with an average of 0.07 ac of impervious area, was set to 1. Impervious areas for other property types were calculated by dividing the average impervious areas by 0.07 ac in order to establish ERU Factors.

The total estimated costs for the Surface Water Management System to be constructed with Phase 8 is approximately \$4,881,876.77. This represents improvements remaining after previous Phases of the original \$17,500,000 Storm Water Management System outlined in the Master Engineer's Report, and after cost increases associated with District Expansion in 2016 & 2019 and construction cost increases that have increased the total system costs to approximately \$25,364,300.

Utilizing the cost allocation methodology outlined in Section 3.0, the cost per unit for the Surface Water Management System is presented in Table 3.

Table 2 - Surface Water Management - ERU Value Calculation

Product Type	Impervious Area	Pervious Area	Total Area	ERU Value
52' Lot	0.07	0.09	0.16	1
57' Lot	0.11	0.09	0.20	1.5
62' Lot	0.13	0.06	0.19	1.84
76' Lot	0.18	0.06	0.24	2.52
90' Lot	0.20	0.09	0.29	2.73
100' Lot	0.24	0.10	0.34	3.27
Multi-family (Esplanade)	0.06	0.04	0.1	0.82
Multi-family (Vercelli)	0.04	0.06	0.1	0.55
Golf Course and Amenities	-	-	-	-

Table 3 - Phase 8 Surface Water Management System Cost Allocation

Product Type	Number of Units	ERU's	Total Surface Water Management Facility	Cost Per Unit
52' Lot	87	87	\$1,451,747.60	\$16,686.75
57' Lot	0	0	\$0.00	\$0.00
62' Lot	29	53.36	\$890,405.20	\$30,703.63
76' Lot	23	57.96	\$967,164,.27	\$42,050.62
90' Lot	0	0	\$0.00	\$0.00
100' Lot	0	0	\$0.00	\$0.00
Multi-family (Esplanade)	72	59.04	\$985,185.96	\$13,683.14
Multi-family (Vercelli)	64	35.2	\$587,373.74	\$9,177.71
Golf Course & Amenities	0	0	\$0.00	\$0.00
Total	275	268.26	\$4,881,876.77	

3.2 Water & Wastewater Systems

The remaining waste water and potable water infrastructure to be constructed with Phase 8 is estimated to cost \$1,958,633.41 and \$897,617.77, respectively. The total waste water and potable water cost for the Development, including increases with the expansion of the District in 2016 & 2019 and cost increases that have occurred as construction has progressed, are \$7,735,100 and \$3,739,600, respectively.

Average daily waste water generation rates published in F.A.C. (Florida Administrative Code) Chapter 64E-6, which sets forth flow rates for different land use categories for use in designing water and wastewater facilities, were used to establish ERU's per unit for the Phase 8 potable water distribution system and sanitary sewer collection system.

The flow rate for Single Family Land Uses was based on a 3-bedroom home; for Multi Family Uses was based on a 2-bedroom home, plus 100 gallons for every additional 750 sf. The flow rates for the Commercial and Golf Course uses were based on 0.1 gallons per day per square foot for 40,000 square foot of clubhouse area, halfway houses and cart barn offices (only) for the golf course & amenity calculation.

Water and Waste Water ERU's for each land use were established by normalizing flow rate to a typical 52-lot, which was set at 1.0.

Table 4 - Water & Wastewater - ERU Value Calculation

Land Use Category	Avg Building SF	Flow Rate	ERU Value
52' Lot	2900	268	1.00
57' Lot	3700	332	1.24
62' Lot	3500	316	1.18
76' Lot	4340	383	1.43
90' Lot	5070	442	1.65
100' Lot	5800	500	1.87
Multi-family (Esplanade)	2600	244	0.91
Multi-family (Vercelli)	1620	166	0.62
Golf Course & Amenity		4000	14.93

Utilizing the cost allocation methodology outlined in Section 3.0, the cost per unit for the Water Distribution System, and Waste Water Collection System is presented in Table 5.

Table 5 - Water & Wastewater – Cost Allocation

Product Type	Number of Units	ERU Value	Total ERU's	Water	Waste Water	Cost Per Unit - Water	Cost Per Unit - Waste Water
52' Lot	87	1.00	87.00	\$301,308.03	\$657,464.68	\$3,463.31	\$7,557.07
57' Lot	0	1.24	0.00	\$0.00	\$0.00	\$0.00	\$0.00
62' Lot	29	1.18	34.19	\$118,424.55	\$258,406.52	\$4,083.61	\$8,910.57
76' Lot	23	1.43	32.89	\$113,896.40	\$248,525.93	\$4,952.02	\$10,805.48
90' Lot	0	1.65	0.00	\$0.00	\$0.00	\$0.00	\$0.00
100' Lot	0	1.87	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family (Esplanade)	72	0.91	65.55	\$227,027.77	\$495,382.55	\$3,153.16	\$6,880.31
Multi-family (Vercelli)	64	0.62	39.55	\$139,961.02	\$298,853.73	\$2,140.02	\$4,669.59
Golf Course & Amenities	0	14.93	0.00	\$0.00	\$0.00		
Total	275			\$897,617.77	\$1,958,633.41		

3.3 Irrigation Distribution System

The ERU to allocate costs for the Irrigation System is based on the average irrigated area for each product type. For residential product types (both single and multi-family), the irrigated area is simply the pervious area calculated previously in the Surface Water Management Section (See Table 2).

The irrigated area for the Amenity was based on pervious surface areas around the clubhouse and tennis facility. The Golf Course area was excluded from the Amenity. Separate pumping and irrigation distribution systems will serve the golf course and will not be funded, owned or operated by the District.

The Irrigation ERU for each product type is normalized to a typical 52' Lot by dividing the average pervious area for each product type by the average pervious area of a typical 52' Lot.

Table 6 - Irrigation System - ERU Value Calculation

Product	Type	Pervious Area	ERU Value
52' Lot		0.09	1.0
57' Lot		0.09	1.0
62' Lot		0.06	0.7
76' Lot		0.06	0.7
90' Lot		0.09	1.0
100' Lot		0.10	1.1
Multi-family (Esplanade)		0.04	0.5
Multi-family (Vercelli)		0.06	0.7
Amenity		7.00	79.1

The remaining Irrigation infrastructure to be constructed with Phase 8 is estimated to cost \$510,017.80. The total Irrigation System cost for the Development, including increases with the expansion of the District in 2016 & 2019, and cost increases that have occurred as construction has progressed, is approximately \$2,151,400.00.

Utilizing the above ERU Value Calculation, the Proportional Individual Property Cost for the Irrigation System are shown in the tables below.

Table 7 - Project Irrigation System - Property Cost

Product Type	Units	Cost	Cost Per Unit
52' Lot	89	\$225,937.91	\$2,596.99
57' Lot	0	\$0.00	
62' Lot	29	\$49,258.49	\$1,698.57
76' Lot	23	\$40,710.94	\$1,770.04
90' Lot	0	\$0.00	
100' Lot	0	\$0.00	
Multi-family (Esplanade)	72	\$84,534.24	\$1,174.09
Multi-family (Vercelli)	64	\$109,576.22	\$1,712.13
Amenity	0	\$0.00	
Total	275	\$510,017.80	\$1,854.61

3.4 Exterior Landscaping

Exterior Landscaping that has been installed by the District consists of buffering installed along Immokalee Road and other areas of the District. The landscaping that was installed by the District is necessitated by requirements of the Collier County Land Development Code, which requires landscape buffering along public roadways and between different zoning categories and uses within the County.

This requirement is due to the development of the District as a whole. It is required to develop the project. The golf course and other amenities are also integral parts of the community as a whole that benefit each property owner. As such, the exterior landscaping costs associated with the golf course and amenities will be distributed to each unit owner.

The exterior landscaping benefit/use for each property owner can be related to the individual property size. The larger lots will benefit more from increased property values and are responsible for more of the costs due to their larger relative size. The costs associated with the exterior landscape improvement are distributed based on the unit lot size, utilizing an ERU Factor of 1.0 for the 52' Lots.

The total Landscaping cost for the Development, including increases with the expansion of the District in 2016 & 2019, and cost increases that have occurred as construction has progressed, is approximately \$1,692,400.00. There is approximately \$456,237.21 in infrastructure remaining for the Phase 8 project. Based on the ERU Values, the costs allocated to each property within the District are Presented in Table 9.

Table 8 - Exterior Landscaping - ERU Value Calculations

Product Type	Area (ac)	ERU Value	Number of Units after Phase 8 & Annex Area	Total ERU/Type
52' Lot	0.16	1.00	87	87.0
57' Lot	0.20	1.24	0	0.0
62' Lot	0.19	1.19	29	34.6
76' Lot	0.24	1.51	23	34.8
90' Lot	0.29	1.79	0	0.0
1000' Lot	0.34	2.10	0	0.0
Multi-family (Esplanade)	0.10	0.62	72	44.5
Multi-family (Vercelli)	0.10	0.62	64	39.6
			275	240.4

Table 9 - Project Exterior Landscaping - Property Cost

Product Type	Number of Units	Cost	Cost Per Unit
52' Lot	87	\$165,083.21	\$1,897.51
57' Lot	0	\$0.00	
62' Lot	29	\$65,569.45	\$2,261.02
76' Lot	23	\$66,067.86	\$2,872.52
90' Lot	0	\$0.00	
100' Lot	0	\$0.00	
Multi-family (Esplanade)	72	\$84,450.02	\$1,172.92
Multi-family (Vercelli)	64	\$79,064.32	\$1,172.92
Total	275	\$456,237.21	

3.5 Offsite Improvements

The offsite improvements funded by the District were limited to transportation related improvements within the County Road 951 Extension right-of-way. These improvements are required by Collier County PUD Ordinance No. 12-14 and are necessary for development of the project. The Golf Course and Amenity are not included in the cost allocation, as it will not be a traffic generator. These are generally for use by the residents.

The ITE Trip Generation Manual was utilized to determine the expected daily trips generated by each Land Use within the District, as follows:

Table 10 - Offsite Improvements - ERU Value Calculation

Product Type	Trips	ERU Value
52' Lot	10	1.0
57' Lot	10	1.0
62' Lot	10	1.0
76' Lot	10	1.0
90' Lot	10	1.0
100' Lot	10	1.0
Multi-family (Esplanade)	7	0.7
Multi-family (Vercelli)	7	0.7

The total Off-Site Improvements cost for the Development, including increases with the expansion of the District in 2016 & 2019, and cost increases that have occurred as construction has progressed, is approximately \$1,250,000.00. There is approximately \$292,559.98 in infrastructure remaining to complete the project.

By utilizing the above ERU values to allocate the Offsite Improvement Costs, the following costs per land use result.

Table 11 - Project Offsite Improvements - Property Cost

Product	Type	Number of Units	Cost	Cost Per Unit
52' Lot		87	\$108,679.41	\$1,249.19
57' Lot		0	\$0.00	\$0.00
62' Lot		29	\$36,226.47	\$1,249.19
76' Lot		23	\$28,731.34	\$1,249.19
90' Lot		0	\$0.00	\$0.00
100' Lot		0	\$0.00	\$0.00
Multi-family (Esplanade)		72	\$62,959.11	\$889.24
Multi-family (Vercelli)		64	\$55,963.65	\$874.43
Total		275	\$292,559.97	

3.6 Environmental Mitigation

As part of the District's Capital Improvement Program, the District was required to fund the construction of mitigation for wetland, and other habitat, impacts that were due to the development of the District's Facilities and land uses. This replacement is a result of areas within the District that were subject to wetland impacts and are not associated with any specific land use in the District, as the development of the District as a whole was contingent upon the impact and mitigation program that was permitted by the South Florida Water Management District, United States Army Corps of Engineers and Collier County. The golf course and other amenities are also integral parts of the community that benefit each property owner. As such, the environmental mitigation costs associated with the golf course and amenities will be distributed to each unit owner.

The relative use/benefit from the environmental mitigation for each homeowner is associated with their individual property size. The larger lots will benefit more from increased property values and are responsible for more of the costs due to their larger relative size. We propose that the costs associated with the required Environmental Mitigation be allocated to each unit based on total lot size, utilizing an ERU Factor of 1.0 for the 52' Lots.

Table 12 - Environmental Mitigation - ERU Value Calculation

Product Type	Area (ac)	ERU Value	Number of Units after Phase 8 & Annex Area	Total ERU/Type
52' Lot	0.16	1.00	87	87.0
57' Lot	0.20	1.24	0	0.0
62' Lot	0.19	1.19	29	34.6
76' Lot	0.24	1.51	23	34.8
90' Lot	0.29	1.79	0	0.0
1000' Lot	0.34	2.10	0	0.0
Multi-family (Esplanade)	0.10	0.62	72	44.5
Multi-family (Vercelli)	0.10	0.62	64	39.6
			275	240.4

The environmental mitigation was estimated to have an overall cost of \$2,200,000, as outlined in the Master Engineer's Report. With the expansion of the District in 2016 & 2019 the environmental mitigation costs have increased to \$3,047,000.00. There is approximately \$878,961.37 of environmental mitigation remaining to complete the project. Based on the ERU Values, the cost allocated to each property within the District is as follows.

Table 13 - Project Environmental Mitigation - Property Cost

Product Type	Number of Units	Cost	Cost Per Unit
52' Lot	89	\$318,040.18	\$3,655.63
57' Lot		\$0.00	
62' Lot	29	\$126,322.47	\$4,335.95
76' Lot	23	\$134,061.05	\$5,534.03
90' Lot		\$0.00	
100' Lot		\$0.00	
Multi-family (Esplanade)	72	\$162,696.73	\$2,259.68
Multi-family (Vercelli)	64	\$144,619.32	\$2,259.68
Total	275	\$878,961.37	

3.7 Professional & Permit Fees

Professional & Permit Fees are funded by the District as part of the Capital Improvement Program and consist of typical costs associated with development of projects of this size and nature. These generally consist of consultant fees for design, permitting and management of the Capital Improvement Project, Permit Fees, Legal Fees, etc. As with the Environmental and Exterior Landscape costs, these soft costs are not directly attributable to any specific land uses or individual property within the District. Rather they are associated with the development of the District as a whole. Therefore, the associated costs are distributed to each unit based on total lot size, utilizing an ERU Factor of 1.0 for the 52' Lots.

Table 14 - Professional & Permit Fees - ERU Value Calculation

Product Type	Area (ac)	ERU Value	Number of Units after Phase 8 & Annex Area	Total ERU/Type
52' Lot	0.16	1.00	87	87.0
57' Lot	0.20	1.24	0	0.0
62' Lot	0.19	1.19	29	34.6
76' Lot	0.24	1.51	23	34.8
90' Lot	0.29	1.79	0	0.0
1000' Lot	0.34	2.10	0	0.0
Multi-family (Esplanade)	0.10	0.62	72	44.5
Multi-family (Vercelli)	0.10	0.62	64	39.6
			275	240.4

The professional & permit fees were estimated to have an overall cost of \$2,600,000, as outlined in the Master Engineer's Report. With the expansion of the District in 2016 & 2019 and cost increases that have occurred as construction has progressed, the professional & permit fees costs have increased to \$7,086,000.00. There is approximately \$1,615,906.62 of professional & permit fees remaining to complete the project.

Based on the above ERU Values, the costs allocated to each property within the District is as follows:

Table 15 - Project Professional & Permit Fees - Property Cost

Product Type	Number of Units	Cost	Cost Per Unit
52' Lot	87	\$584,693.75	\$6,720.62
57' Lot		\$0.00	
62' Lot	29	\$232,234.68	\$8,008.09
76' Lot	23	\$246,461.49	\$10,715.72
90' Lot		\$0.00	
100' Lot		\$0.00	
Multi-family (Esplanade)	72	\$299,106.12	\$4,154.25
Multi-family (Vercelli)	64	\$265,872.11	\$4,154.25
Total	281	\$1,615,906.62	

4.0 SUMMARY OF ALLOCATION OF CONSTRUCTION COSTS

Table 16 and Table 17 present summaries of the total Cost Allocation by Property Type and Cost Per Unit, respectively, after applying the above Cost Allocations.

Table 16 - Total Cost Allocated to Each Parcel Type

Parcel Type	Surface Water Management	Water	Wastewater	Irrigation	Exterior Landscaping	Offsite Improvements	Environmental mitigation	Professional & Permit Fess	Total
52' Lot	\$1,451,747.60	\$301,308.03	\$657,464.68	\$225,937.91	\$165,083.21	\$108,679.41	\$318,040.18	\$584,693.75	\$3,812,954.77
57' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62' Lot	\$890,405.20	\$118,424.55	\$258,406.52	\$49,258.49	\$65,569.45	\$36,226.47	\$126,322.47	\$232,234.68	\$1,776,847.83
76' Lot	\$967,164.27	\$113,896.40	\$248,525.93	\$40,710.94	\$66,067.86	\$28,731.34	\$127,282.68	\$233,999.95	\$1,826,379.37
90' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family (Esplanade)	\$985,185.96	\$227,027.77	\$495,382.55	\$84,534.24	\$84,450.02	\$62,959.11	\$162,696.73	\$299,106.12	\$2,401,342.50
Multi-family (Vercelli)	\$587,373.74	\$136,961.02	\$298,853.73	\$109,576.22	\$75,066.68	\$55,963.65	\$144,619.32	\$265,872.11	\$1,674,286.46
Golf Course & Amenity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$4,881,876.77	\$897,617.77	\$1,958,633.41	\$510,017.80	\$456,237.21	\$292,559.97	\$878,961.37	\$1,615,906.62	\$11,491,810.92

Table 17 - Phase 8 Proportional Cost Per Unit

Parcel Type	Surface Water Management	Water	Wastewater	Irrigation	Exterior Landscaping	Offsite Improvements	Environmental mitigation	Professional & Permit Fees	Total
52' Lot	\$16,686.75	\$3,463.31	\$7,557.07	\$2,596.99	\$1,897.51	\$1,249.19	\$3,655.63	\$6,720.62	\$43,827.07
57' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62' Lot	\$30,703.63	\$0.00	\$0.00	\$0.00	\$2,261.02	\$0.00	\$4,355.95	\$8,008.09	\$45,328.68
76' Lot	\$42,050.62	\$4,952.02	\$10,805.48	\$1,770.04	\$2,872.52	\$1,249.19	\$5,534.03	\$10,173.91	\$79,407.80
90' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100' Lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family (Esplanade)	\$13,683.14	\$3,153.16	\$6,880.31	\$1,174.09	\$1,172.92	\$874.43	\$2,259.68	\$4,154.25	\$33,351.98
Multi-family (Vercelli)	\$9,177.71	\$2,140.02	\$4,669.59	\$1,712.13	\$1,172.92	\$874.43	\$2,259.68	\$4,154.25	\$26,160.73
Golf Course & Amenity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

5.0 CONCLUSION

We believe that the proposed cost allocation methodology, as described in this report, is both technically sound as well as practical in its intent and design. The engineering principals are specific to the site and function of each component of the District's infrastructure for all 8 Phases.

This information represents the current intentions of the District, with regard to the existing and proposed infrastructure. This report may be subject to change in the future, should the intentions of the District change.

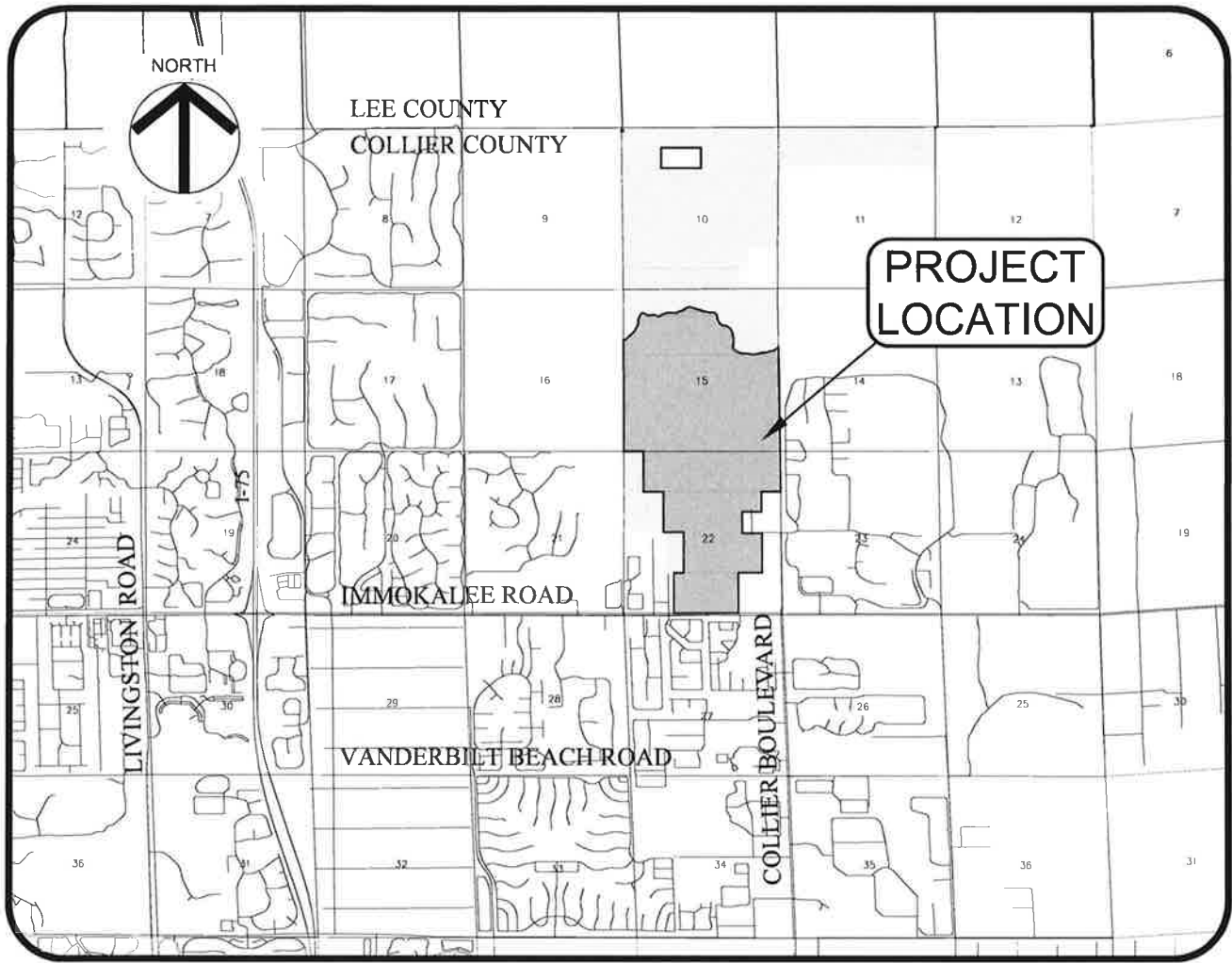
The Improvements, as outlined in this report, are necessary for the functional development of the lands of the District as required by the applicable independent unit of local government. The planning and design of these Improvements is in accordance with current governmental regulatory requirements. The Improvements will provide their intended function so long as the construction is in substantial compliance with the design and permits.

The items of construction in this report are based on actual costs for completed items and on current plan quantities for the ongoing or future infrastructure construction as shown on the approved construction drawings and specifications, latest revision.

It is my professional opinion that the infrastructure costs provided herein are reasonable to complete the Phase 8 Improvements and that these Improvements, described herein, will benefit and add value to the District and are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

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

EXHIBIT 1 - Location Map



PROJECT LOCATION MAP

PART OF SECTIONS 15 & 22
 TOWNSHIP 48 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA
 (NO SCALE)



**WALDROP
 ENGINEERING**

CIVIL ENGINEERING & LAND
 DEVELOPMENT CONSULTANTS

1103 MARBELLA PLAZA DRIVE

TAMPA, FL 33619

P: 813-443-8282 F: 813-443-8285

EMAIL: info@waldropengineering.com

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

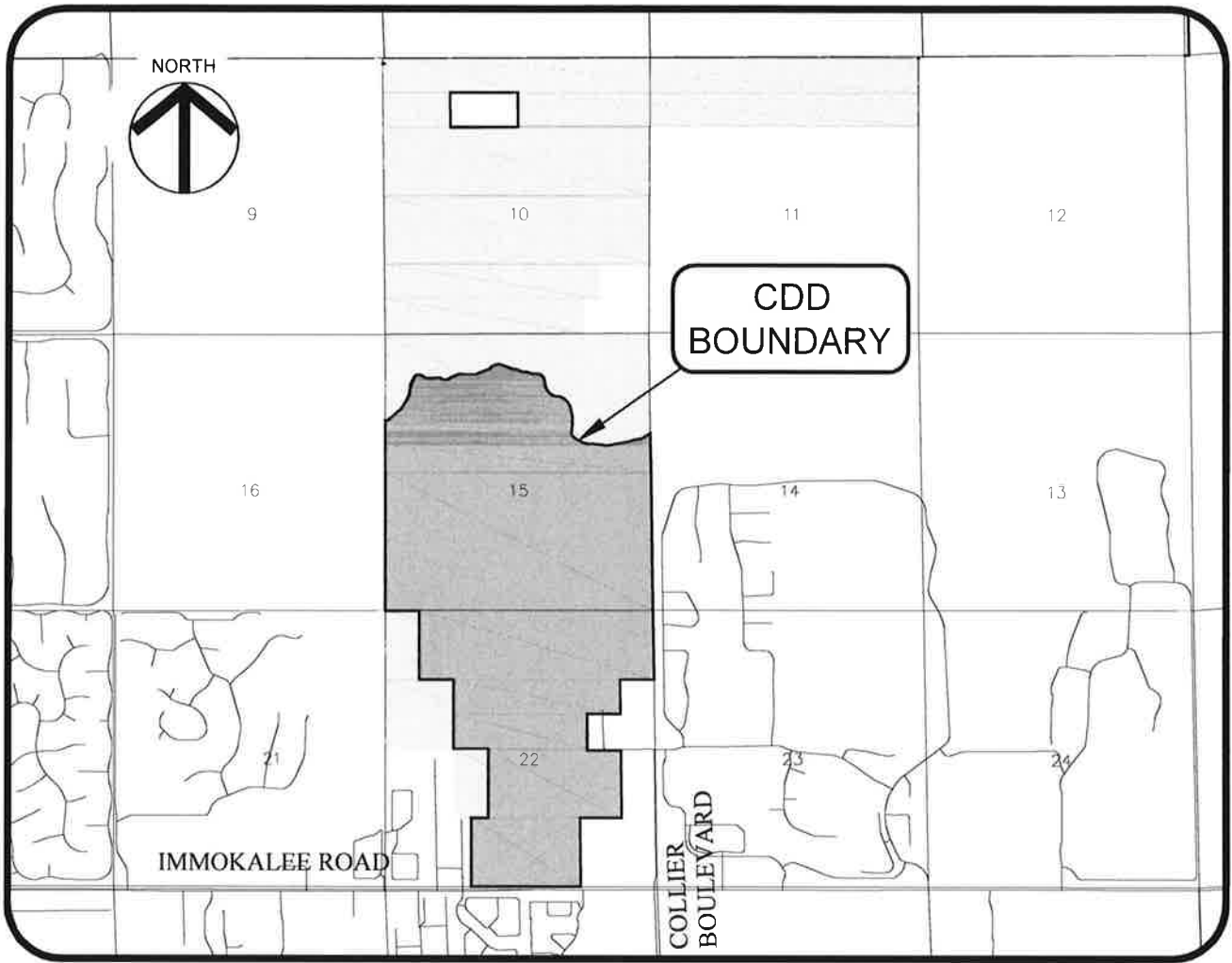
LOCATION MAP
 EXHIBIT

PREPARED FOR:

BOARD OF
 SUPERVISORS FLOW
 WAY CDD

FILE NAME: 276110701
 UPDATED: 5/30/2019

EXHIBIT 2 - District Boundary



PROJECT SITE MAP

PART OF SECTIONS 15 & 22
 TOWNSHIP 48 SOUTH, RANGE 26 EAST
 COLLIER COUNTY, FLORIDA
 (NO SCALE)



**WALDROP
 ENGINEERING**

CIVIL ENGINEERING & LAND
 DEVELOPMENT CONSULTANTS

1103 MARBELLA PLAZA DRIVE
 TAMPA, FL 33619
 P: 813-443-8282 F: 813-443-8285
 EMAIL: info@waldropengineering.com

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

DISTRICT
 BOUNDARY
 EXHIBIT

PREPARED FOR:

BOARD OF
 SUPERVISORS
 FLOW WAY CDD

FILE NAME: 276110702
 UPDATED: 6/22/2018

EXHIBIT 3 - District Development



WALDROP ENGINEERING
 6011 N. HUNTERS LANE
 DUBLIN, OH 43017
 PHONE: 614.885.4400
 FAX: 614.885.4401
 WWW: www.waldropeng.com

DISTRICT DEVELOPMENT EXHIBIT 3
 PREPARED FOR:
 BOARD OF SUPERVISORS FLOW WAY CDD

2581.0753
 10/2012

LEGEND

Yellow	PHASE 1 & 2 BOND
Blue	PHASE 3 BOND
Green	PHASE 4 BOND
Orange	PHASE 5 BOND
Pink	PHASE 6 BOND
Cyan	PHASE 7 BOND
Red	PHASE 8 BOND

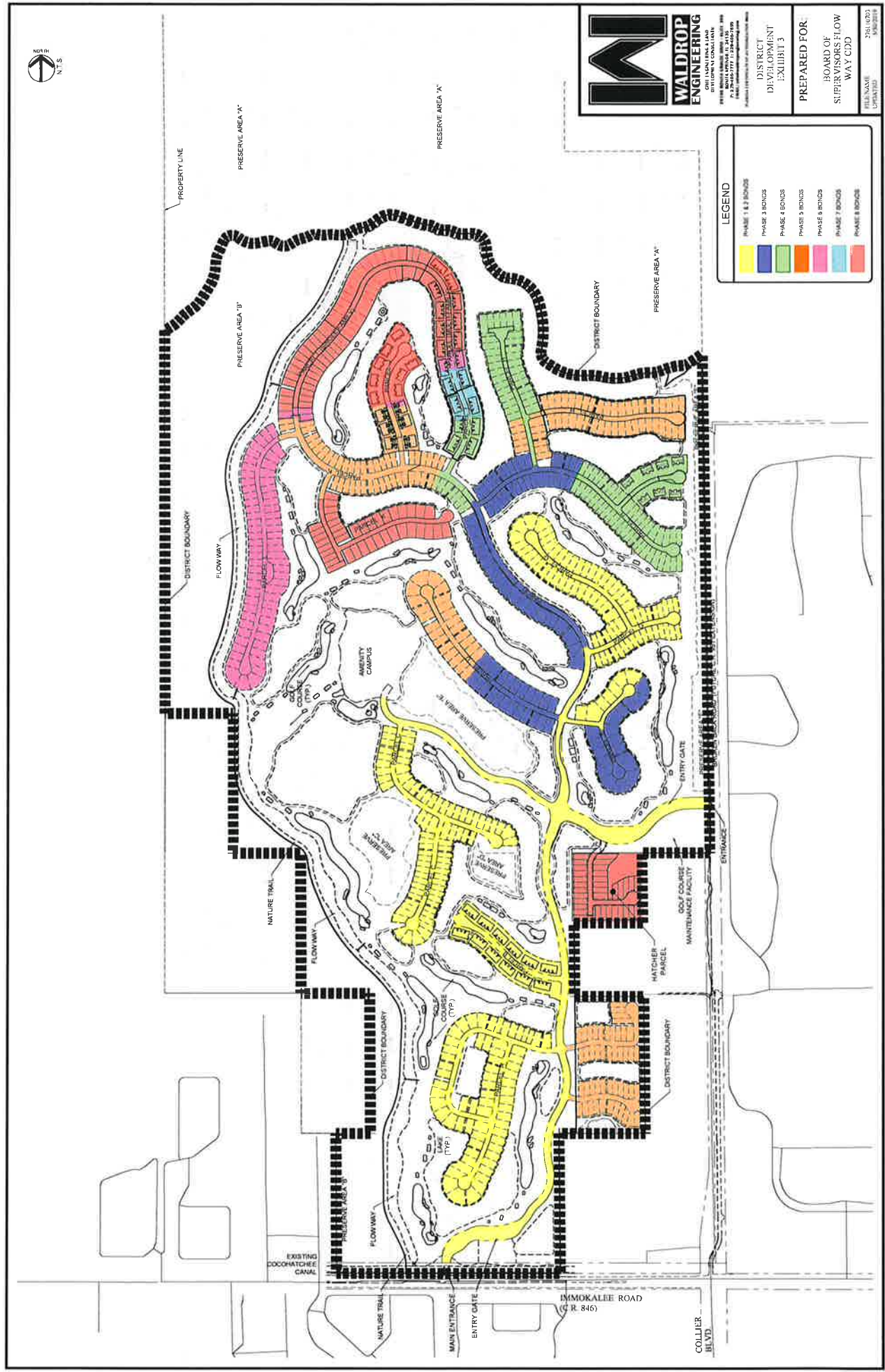


EXHIBIT 4 - Phased District Potable Water Facilities



10000 WOODBURN DRIVE
 SUITE 1000
 WASHINGTON, DC 20004
 TEL: (703) 433-8800
 FAX: (703) 433-8801
 WWW.WALDROPENGINEERING.COM

PREPARED FOR:
 BOARD OF SUPERVISORS
 FLOW WAY CDD

FILE NAME:
 UPAN111

LEGEND

[Yellow Box]	PHASE 1 & 2 BONDS
[Blue Box]	PHASE 3 BONDS
[Green Box]	PHASE 4 BONDS
[Orange Box]	PHASE 5 BONDS
[Pink Box]	PHASE 6 BONDS
[Light Blue Box]	PHASE 7 BONDS
[Light Green Box]	PHASE 8 BONDS

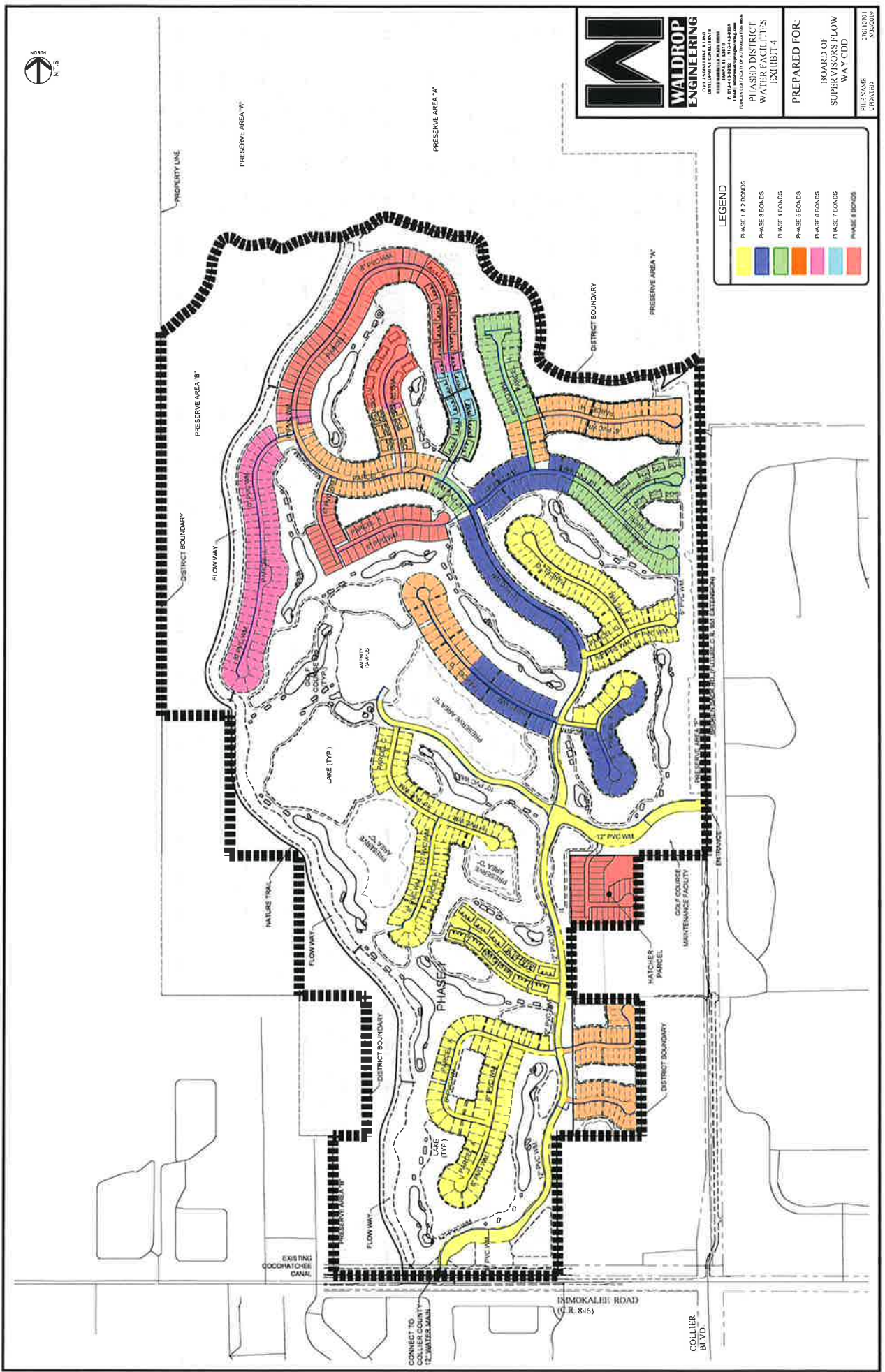


EXHIBIT 5 - Phased District Wastewater Facilities



PHASED DISTRICT
WASTE-WATER
FACILITIES EXHIBIT 5

PREPARED FOR:
BOARD OF
SUPERVISORS
FLOW WAY CDD

DATE: 08/11/2010
PROJECT: FLOW WAY CDD
DRAWING: EXHIBIT 5

LEGEND

Yellow	PHASE 1 & 2 BONDS
Blue	PHASE 3 BONDS
Green	PHASE 4 BONDS
Orange	PHASE 5 BONDS
Pink	PHASE 6 BONDS
Light Blue	PHASE 7 BONDS
Light Green	PHASE 8 BONDS

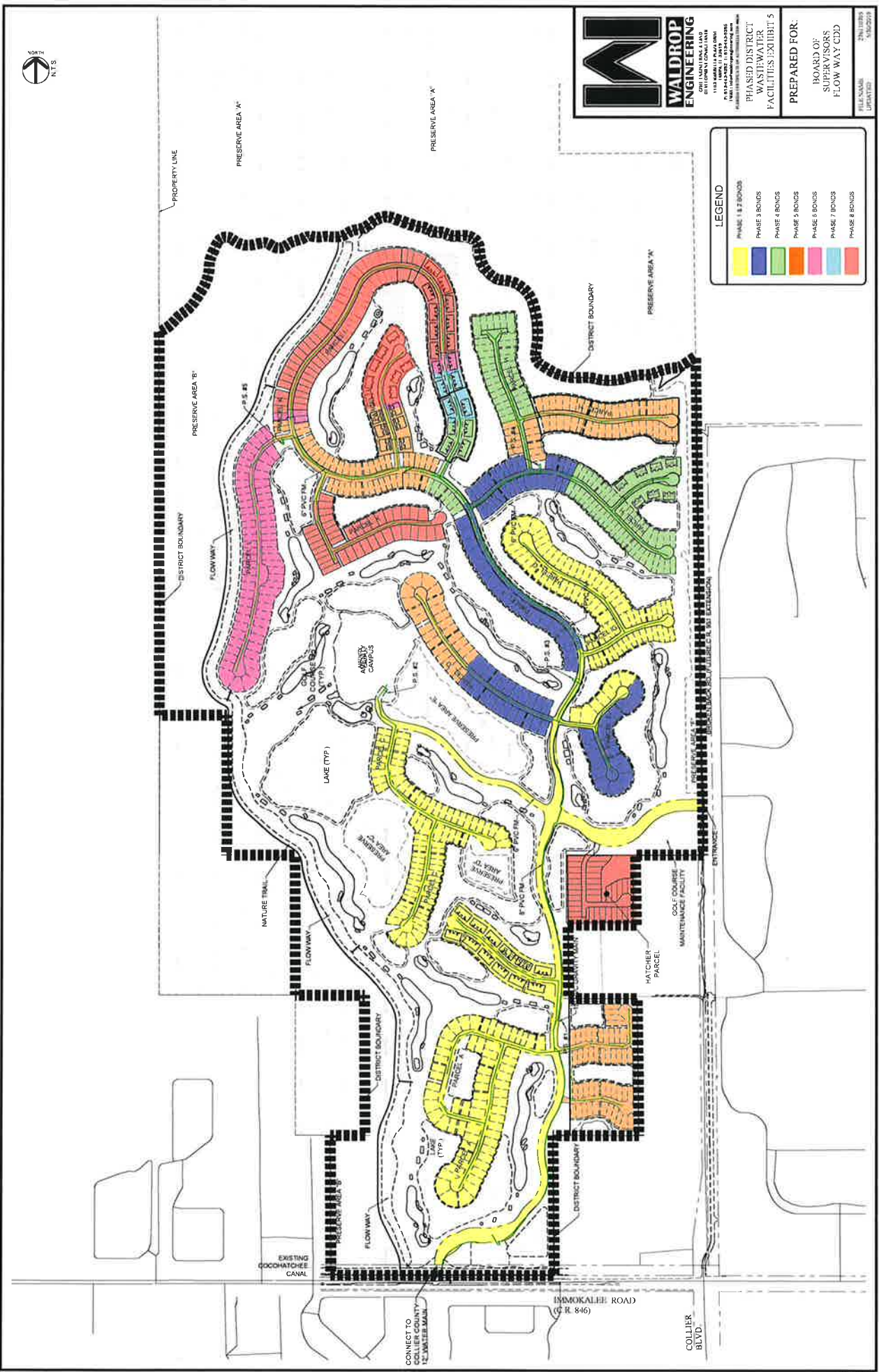


EXHIBIT 6 - Phased District Irrigation Facilities



1500 NORTH 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 PHONE: 303.733.8800
 FAX: 303.733.8801
 WWW: WALDROPENGINEERING.COM

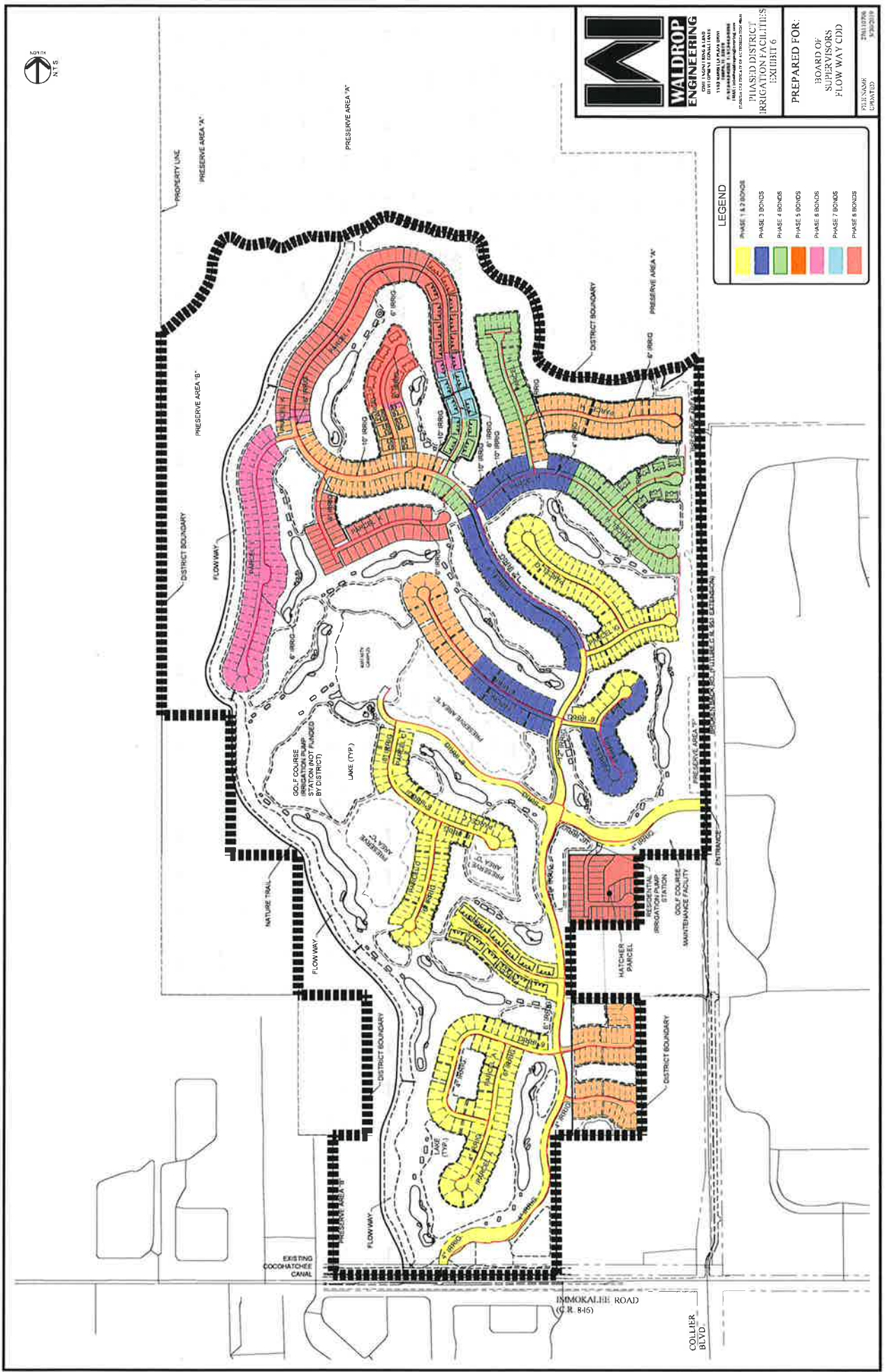
PHASED DISTRICT
 IRRIGATION FACILITIES
 EXHIBIT 6

PREPARED FOR:
 BOARD OF SUPERVISORS
 FLOW WAY CDD

FILE NAME:
 CDD2010

LEGEND

	PHASE 1 & 2 BONDS
	PHASE 3 BONDS
	PHASE 4 BONDS
	PHASE 5 BONDS
	PHASE 6 BONDS
	PHASE 7 BONDS
	PHASE 8 BONDS



*EXHIBIT 7 - Phased District Surface Water Management
Facilities*



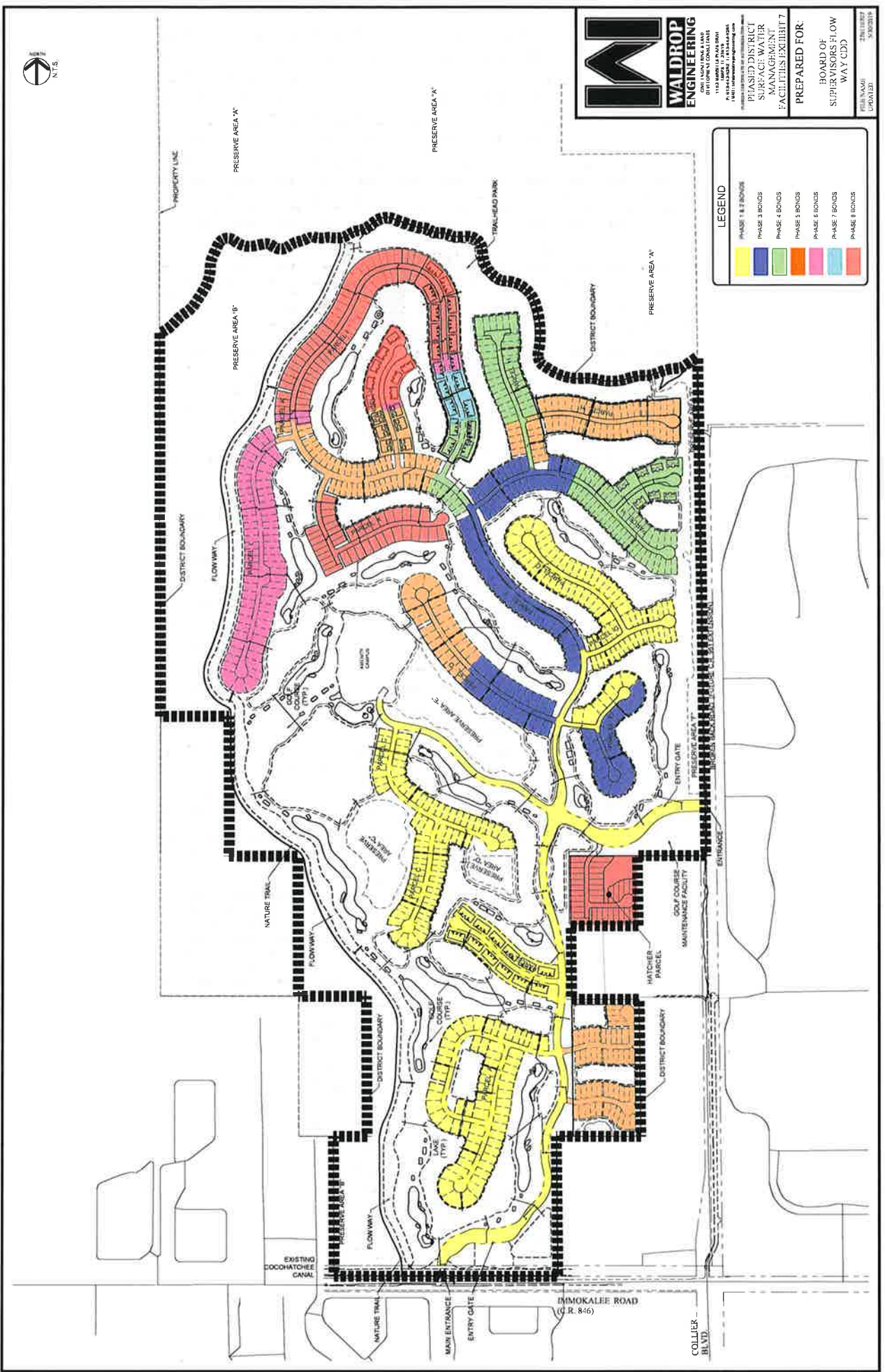
WALDROP ENGINEERING
 DEVELOPMENT CONSULTANTS
 11000 N. UNIVERSITY BLVD.
 SUITE 100
 DALLAS, TEXAS 75243
 (972) 242-1000
 www.waldropengineering.com

PREPARED FOR:
 BOARD OF SUPERVISORS
 CITY OF DALLAS
 WATER UTILITIES DEPARTMENT

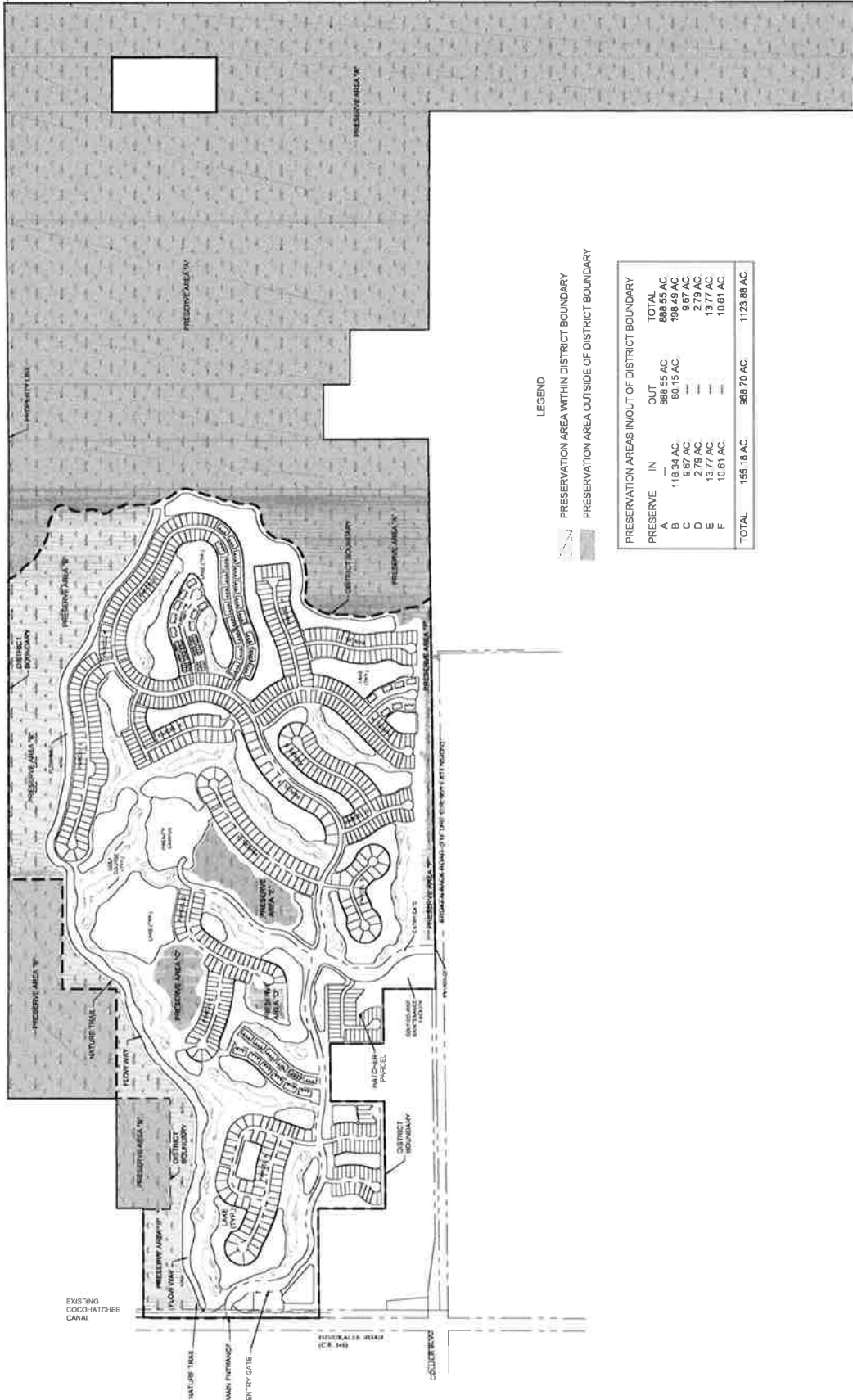
DATE: 08/11/2010
 SHEET: 2 OF 2

LEGEND

[Yellow Box]	PHASE 1 & 2 BONDS
[Blue Box]	PHASE 3 BONDS
[Green Box]	PHASE 4 BONDS
[Orange Box]	PHASE 5 BONDS
[Pink Box]	PHASE 6 BONDS
[Light Blue Box]	PHASE 7 BONDS
[Red Box]	PHASE 8 BONDS



*EXHIBIT 8 - Phased Environmental Preserve &
Mitigation Areas*



LEGEND

- PRESERVATION AREA WITHIN DISTRICT BOUNDARY
- PRESERVATION AREA OUTSIDE OF DISTRICT BOUNDARY

PRESERVATION AREAS IN/OUT OF DISTRICT BOUNDARY			
PRESERVE	IN	OUT	TOTAL
A	148.34 AC	888.55 AC	1036.89 AC
B	9.67 AC	80.15 AC	89.82 AC
C	2.79 AC	---	2.79 AC
D	13.77 AC	---	13.77 AC
E	10.61 AC	---	10.61 AC
F	---	---	---
TOTAL	155.18 AC	968.70 AC	1123.88 AC



WALDROP ENGINEERING
 CIVIL ENGINEERS & LAND SURVEYORS
 1100 W. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33606
 TEL: 813-973-2200
 FAX: 813-973-2201
 WWW.WALDROPENGINEERING.COM

PHASED ENVIRONMENTAL PRESERVATION & MITIGATION AREA EXHIBIT 8

PREPARED FOR:
 BOARD OF SUPERVISORS
 FLOW WAY CDD

FILE NAME: 3/25/2019
 UPDATED: 3/25/2019

*EXHIBIT 9 - District Boundary Sketch & Description
(Less Hatcher)*

(Exhibit 2 of Ordinance 02-09)

RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

LEGAL DESCRIPTION

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF COLLIER, LYING IN SECTIONS 10, 11, 15 AND 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, SAID PARCEL ALSO BEING A PORTION OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53 PAGES 1 THROUGH 64 (INCLUSIVE) AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES AS RECORDED IN PLAT BOOK 53 PAGES 1 THROUGH 64 (INCLUSIVE); THENCE ALONG THE SOUTHERLY BOUNDARY OF THE PLAT OF SAID ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, NORTH 89°58'48" WEST, A DISTANCE OF 990.32 FEET; THENCE NORTH 00°17'41" WEST, A DISTANCE OF 1332.48 FEET; THENCE NORTH 89°59'45" EAST, A DISTANCE OF 328.98 FEET; THENCE NORTH 00°20'27" WEST, A DISTANCE OF 1332.63 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST; THENCE ALONG SAID SOUTH FRACTION LINE, SOUTH 89°58'17" WEST, A DISTANCE OF 655.76 FEET; THENCE NORTH 00°14'37" WEST, A DISTANCE OF 1332.01 FEET; THENCE ALONG SAID FRACTION LINE, SOUTH 89°57'09" WEST, A DISTANCE 653.40 FEET; THENCE NORTH 00°09'00" WEST, A DISTANCE OF 1332.05 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID SECTION 22, SOUTH 89°54'39" WEST, A DISTANCE OF 651.08 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST AND ALSO BEING THE WESTERLY BOUNDARY OF SAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES; THENCE ALONG THE WEST LINE OF SAID SECTION 15 AND THE WESTERLY BOUNDARY OF SAID ESPLANADE PLAT THE FOLLOWING TWO COURSES, **COURSE ONE:** NORTH 00°07'09" WEST, A DISTANCE OF 2,663.01 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; **COURSE TWO:** THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, NORTH 00°07'13" WEST, A DISTANCE OF 988.29 FEET TO A POINT ON A NON-TANGENTIAL CURVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT "P6" OF SAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "P6" THE FOLLOWING 45 COURSES; **COURSE ONE:** NORTHEASTERLY, 185.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 359.00 FEET, THROUGH A CENTRAL ANGLE OF 29°37'31" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 54°28'20" EAST, 183.56 FEET TO A POINT OF REVERSE CURVATURE; **COURSE TWO:** THENCE NORTHEASTERLY, 124.90 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 381.00 FEET, THROUGH A CENTRAL ANGLE OF 18°46'59" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 49°03'05" EAST, 124.34 FEET TO A POINT OF REVERSE CURVATURE; **COURSE THREE:** THENCE NORTHEASTERLY, 150.54 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 312.00 FEET, THROUGH A CENTRAL ANGLE OF 27°38'40" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 44°37'14" EAST, 149.08 FEET TO A POINT OF REVERSE CURVATURE; **COURSE FOUR:** THENCE NORTHEASTERLY, 123.39 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,988.00 FEET, THROUGH A CENTRAL ANGLE OF 03°33'22" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 32°34'35" EAST, 123.37 FEET TO A POINT OF REVERSE CURVATURE; **COURSE FIVE:** THENCE NORTHERLY, 252.43 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 412.00 FEET, THROUGH A CENTRAL ANGLE OF 35°06'17" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 16°48'08" EAST, 248.50 FEET TO A POINT OF REVERSE CURVATURE; **COURSE SIX:** THENCE NORTHERLY, 81.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 24°47'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 11°38'55" EAST, 80.73 FEET; **COURSE SEVEN:** THENCE NORTH 24°02'48" EAST, A DISTANCE OF 139.54 FEET TO A POINT OF CURVATURE; **COURSE EIGHT:** THENCE EASTERLY, 184.18 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 98.00 FEET, THROUGH A CENTRAL ANGLE OF 107°41'02" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 77°53'19" EAST, 158.25 FEET TO A POINT OF REVERSE CURVATURE; **COURSE NINE:** THENCE EASTERLY, 199.50 FEET ALONG THE ARC OF A CIRCULAR

RHODES & RHODES LAND SURVEYING, INC.

***88100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8168 FAX (239) 405-8169***

CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 53°55'06" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 75°13'43" EAST, 192.22 FEET; COURSE TEN: THENCE NORTH 77°48'44" EAST, A DISTANCE OF 98.12 FEET TO A POINT OF CURVATURE; COURSE ELEVEN: THENCE EASTERLY, 68.66 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET, THROUGH A CENTRAL ANGLE OF 44°42'20" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 79°50'06" EAST, 66.93 FEET; COURSE TWELVE: THENCE SOUTH 57°28'56" EAST, A DISTANCE OF 38.87 FEET TO A POINT OF CURVATURE; COURSE THIRTEEN: THENCE EASTERLY, 140.15 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 112.00 FEET, THROUGH A CENTRAL ANGLE OF 71°41'55" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 86°40'07" EAST, 131.19 FEET TO A POINT OF REVERSE CURVATURE; COURSE FOURTEEN: THENCE NORTHEASTERLY, 113.60 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 28°55'44" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 65°17'01" EAST, 112.40 FEET TO A POINT OF REVERSE CURVATURE; COURSE FIFTEEN: THENCE NORTHEASTERLY, 101.15 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 27°20'10" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 66°04'48" EAST, 100.19 FEET TO A POINT OF REVERSE CURVATURE; COURSE SIXTEEN: THENCE EASTERLY, 38.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 38.00 FEET, THROUGH A CENTRAL ANGLE OF 58°26'43" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°38'05" EAST, 37.10 FEET TO A POINT OF REVERSE CURVATURE; COURSE SEVENTEEN: THENCE EASTERLY, 119.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 32°15'37" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°16'22" EAST, 117.80 FEET TO A POINT OF REVERSE CURVATURE; COURSE EIGHTEEN: THENCE EASTERLY, 75.62 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 23°02'51" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 89°52'45" EAST, 75.12 FEET TO A POINT OF REVERSE CURVATURE; COURSE NINETEEN: THENCE EASTERLY, 172.97 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 46°44'53" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 78°16'14" EAST, 168.21 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY: THENCE EASTERLY, 92.94 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 28°19'29" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 69°03'32" EAST, 92.00 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY-ONE: THENCE EASTERLY, 113.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 30°42'52" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 67°51'50" EAST, 112.29 FEET; COURSE TWENTY-TWO: THENCE NORTH 52°30'22" EAST, A DISTANCE OF 75.67 FEET TO A POINT OF CURVATURE; COURSE TWENTY-THREE: THENCE EASTERLY, 185.77 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 56°37'01" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 80°48'53" EAST, 178.31 FEET; COURSE TWENTY-FOUR: THENCE SOUTH 70°52'38" EAST, A DISTANCE OF 215.48 FEET TO A POINT OF CURVATURE; COURSE TWENTY-FIVE: THENCE EASTERLY, 84.99 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 312.00 FEET, THROUGH A CENTRAL ANGLE OF 15°36'30" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 78°40'53" EAST, 84.73 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY-SIX: THENCE EASTERLY, 72.99 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 138.00 FEET, THROUGH A CENTRAL ANGLE OF 30°18'09" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 71°20'03" EAST, 72.14 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY-SEVEN: THENCE EASTERLY, 109.44 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 162.00 FEET, THROUGH A CENTRAL ANGLE OF 38°42'28" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 75°32'13" EAST, 107.37 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY-EIGHT: THENCE EASTERLY, 82.55 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 138.00 FEET, THROUGH A CENTRAL ANGLE OF 34°16'32" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 77°45'11" EAST, 81.33 FEET TO A POINT OF REVERSE CURVATURE; COURSE TWENTY-NINE: THENCE EASTERLY, 91.37 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 162.00 FEET, THROUGH A CENTRAL

RHODES & RHODES LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE, SUITE 107

BONITA SPRINGS, FL 34135

PHONE (239) 405-8168 FAX (239) 405-8163

ANGLE OF 32°18'53" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 76°46'21" EAST, 90.16 FEET; COURSE THIRTY: THENCE NORTH 87°04'12" EAST, A DISTANCE OF 80.88 FEET TO A POINT OF CURVATURE; COURSE THIRTY-ONE: THENCE SOUTHEASTERLY, 224.07 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 138.00 FEET, THROUGH A CENTRAL ANGLE OF 93°01'46" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 46°24'55" EAST, 200.25 FEET TO A POINT OF REVERSE CURVATURE; COURSE THIRTY-TWO: THENCE SOUTHEASTERLY, 330.36 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 312.00 FEET, THROUGH A CENTRAL ANGLE OF 60°40'03" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°14'03" EAST, 315.14 FEET TO A POINT OF COMPOUND CURVATURE; COURSE THIRTY-THREE: THENCE EASTERLY, 57.69 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 112.00 FEET, THROUGH A CENTRAL ANGLE OF 29°30'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 75°19'26" EAST, 57.05 FEET TO A POINT OF REVERSE CURVATURE; COURSE THIRTY-FOUR: THENCE SOUTHEASTERLY, 383.12 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 308.00 FEET, THROUGH A CENTRAL ANGLE OF 71°16'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 54°26'42" EAST, 358.89 FEET TO A POINT OF COMPOUND CURVATURE; COURSE THIRTY-FIVE: THENCE SOUTHERLY, 484.39 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 908.00 FEET, THROUGH A CENTRAL ANGLE OF 30°33'57" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°31'38" EAST, 478.67 FEET TO A POINT OF REVERSE CURVATURE; COURSE THIRTY-SIX: THENCE SOUTHEASTERLY, 134.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 112.00 FEET, THROUGH A CENTRAL ANGLE OF 68°43'29" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°36'24" EAST, 126.43 FEET; COURSE THIRTY-SEVEN: THENCE SOUTH 56°58'09" EAST, A DISTANCE OF 74.98 FEET TO A POINT OF CURVATURE; COURSE THIRTY-EIGHT: THENCE EASTERLY, 333.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 512.00 FEET, THROUGH A CENTRAL ANGLE OF 37°22'29" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 75°39'23" EAST, 328.09 FEET TO A POINT OF REVERSE CURVATURE; COURSE THIRTY-NINE: THENCE EASTERLY, 155.66 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 488.00 FEET, THROUGH A CENTRAL ANGLE OF 18°16'33" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°12'21" EAST, 155.00 FEET TO A POINT OF REVERSE CURVATURE; COURSE FORTY: THENCE EASTERLY, 297.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 512.00 FEET, THROUGH A CENTRAL ANGLE OF 33°19'39" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 87°16'06" EAST, 293.64 FEET TO A POINT OF REVERSE CURVATURE; COURSE FORTY-ONE: THENCE EASTERLY, 178.15 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 488.00 FEET, THROUGH A CENTRAL ANGLE OF 20°54'59" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°03'46" EAST, 177.16 FEET TO A POINT OF REVERSE CURVATURE; COURSE FORTY-TWO: THENCE EASTERLY, 94.41 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 25°30'56" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 78°45'47" EAST, 93.63 FEET TO A POINT OF REVERSE CURVATURE; COURSE FORTY-THREE: THENCE EASTERLY, 217.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 588.00 FEET, THROUGH A CENTRAL ANGLE OF 21°09'09" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 76°34'54" EAST, 215.85 FEET TO A POINT OF REVERSE CURVATURE; COURSE FORTY-FOUR: THENCE EASTERLY, 54.98 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, THROUGH A CENTRAL ANGLE OF 30°35'07" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 71°51'55" EAST, 54.33 FEET; COURSE FORTY-FIVE: THENCE NORTH 56°34'20" EAST, A DISTANCE OF 160.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "P6" AND AN INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES; THENCE ALONG SAID EASTERLY BOUNDARY OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES THE FOLLOWING SIX COURSES; COURSE ONE: THENCE SOUTH 00°51'44" EAST, A DISTANCE OF 738.10 FEET; COURSE TWO: SOUTH 00°49'56" EAST, A DISTANCE OF 2,676.38 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15 AND THE NORTHEAST CORNER OF SECTION 22; COURSE THREE: SOUTH 00°50'55" EAST, A DISTANCE OF 1,334.40 FEET; COURSE FOUR: THENCE SOUTH 89°56'33" WEST, A DISTANCE OF 1,306.71 FEE; COURSE FIVE: THENCE SOUTH 00°38'40" EAST, A DISTANCE OF 1,333.68 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; COURSE SIX: THENCE CONTINUE ALONG SAID FRACTION LINE, SOUTH 00°38'11" EAST, A DISTANCE OF

RHODES & RHODES LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE, SUITE 107

BONITA SPRINGS, FL 34135

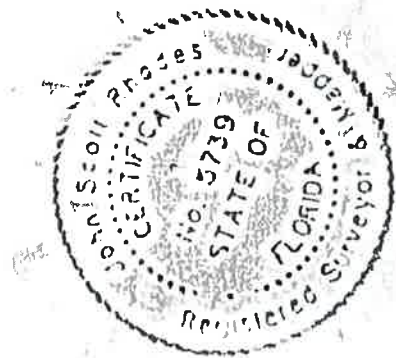
PHONE (239) 405-8166 FAX (239) 405-8163

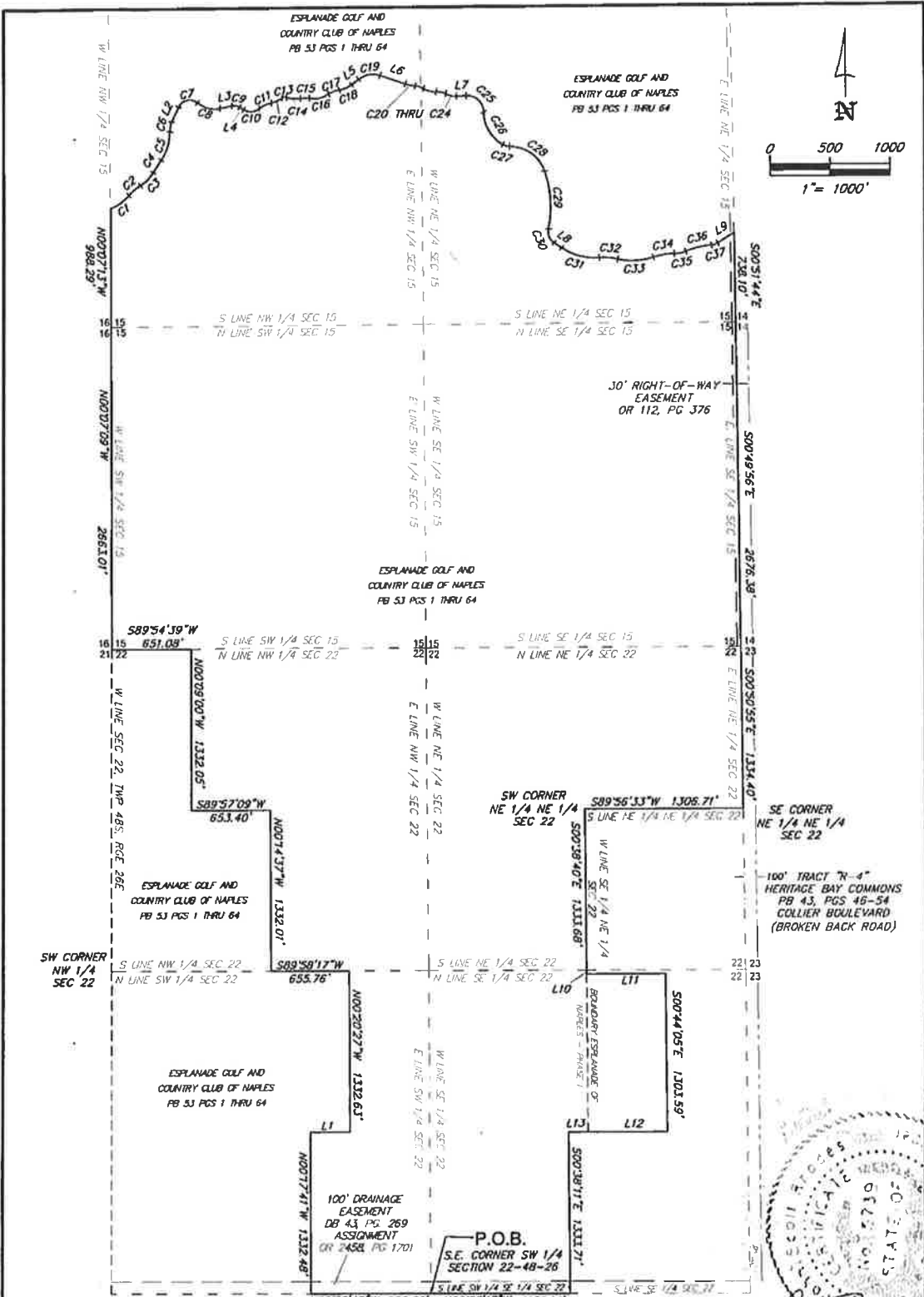
30.52 FEET; THENCE NORTH 89°59'08" EAST, A DISTANCE OF 655.79 FEET; THENCE SOUTH 00°44'05" EAST, A DISTANCE OF 1,303.59 FEET; THENCE NORTH 89°59'29" WEST, A DISTANCE OF 658.03 FEET TO AN INTERSECTION WITH SAID EASTERLY BOUNDARY OF THE PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING THREE COURSES: COURSE ONE: NORTH 89°59'29" WEST, A DISTANCE OF 164.50 FEET; COURSE TWO: THENCE SOUTH 00°38'11" EAST, A DISTANCE OF 1,333.71 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG SAID SOUTH LINE, NORTH 89°57'17" WEST, A DISTANCE OF 1,156.14 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 849.40 ACRES, OR 36,999,864 SQUARE FEET, MORE OR LESS.



JOHN SCOTT RHODES, P.S.M., NO. LS5739
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA





NOTES

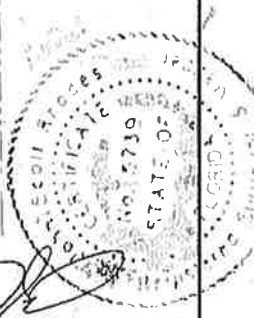
1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 22, TOWNSHIP 48 SOUTH, RANGE 26 EAST, ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, 53, PAGES 1 THROUGH 64 (INCLUSIVE), AS BEING NORTH 89°57'12" WEST AND RELATE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM FOR FLORIDA ZONE EAST, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90).
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

ABBREVIATIONS

- P.O.B. = POINT OF BEGINNING
- B.O.B. = BASIS OF BEARING
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- L.B.# = LICENSED BUSINESS NUMBER
- OR = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- PGS = PAGES

BY:  JOHN SCOTT RHODES PSM #5739

SKETCH AND DESCRIPTION		PSM:
FLOW WAY CDD - ESPLANADE SKETCH		JSR
		drawn: CLJ
date: SEPTEMBER 2, 2016 scale: 1" = 1000' cadd file: 2016-859 CDD FLOW WAY		checked: MMR
		view: SKETCH
RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897 28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		project#: 2012-03
		sheet #: 5 of 6



LINE	BEARING	DISTANCE
L1	N89°59'45"E	328.98'
L2	N24°02'48"E	139.54'
L3	N77°48'44"E	98.12'
L4	S57°28'56"E	38.87'
L5	N52°30'22"E	75.67'
L6	S70°52'38"E	215.48'
L7	N87°04'12"E	80.88'
L8	S56°58'09"E	74.98'
L9	N56°34'20"E	160.60'
L10	S00°38'11"E	30.52'
L11	N89°59'08"E	655.79'
L12	N89°59'29"W	658.03'
L13	N89°59'29"W	164.50'

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	359.00'	29°37'31"	185.62'	183.56'	N54°28'20"E
C2	381.00'	18°46'59"	124.90'	124.34'	N49°03'05"E
C3	312.00'	27°38'40"	150.54'	149.08'	N44°37'14"E
C4	1988.00'	3°33'22"	123.39'	123.37'	N32°34'35"E
C5	412.00'	35°06'17"	252.43'	248.50'	N16°48'08"E
C6	188.00'	24°47'52"	81.37'	80.73'	N11°38'55"E
C7	98.00'	107°41'02"	184.18'	158.25'	N77°53'19"E
C8	212.00'	53°55'06"	199.50'	192.22'	S75°13'43"E
C9	88.00'	44°42'20"	68.66'	66.93'	S79°50'06"E
C10	112.00'	71°41'55"	140.15'	131.19'	N86°40'07"E
C11	225.00'	28°55'44"	113.60'	112.40'	N65°17'01"E
C12	212.00'	27°20'10"	101.15'	100.19'	N66°04'48"E
C13	38.00'	58°26'43"	38.76'	37.10'	N81°38'05"E
C14	212.00'	32°15'37"	119.37'	117.80'	S85°16'22"E
C15	188.00'	23°02'51"	75.62'	75.12'	S89°52'45"E
C16	212.00'	46°44'53"	172.97'	168.21'	N78°16'14"E
C17	188.00'	28°19'29"	92.94'	92.00'	N69°03'32"E
C18	212.00'	30°42'52"	113.65'	112.29'	N67°51'50"E
C19	188.00'	56°37'01"	185.77'	178.31'	N80°48'53"E
C20	312.00'	15°36'30"	84.99'	84.73'	S78°40'53"E
C21	138.00'	30°18'09"	72.99'	72.14'	S71°20'03"E
C22	162.00'	38°42'28"	109.44'	107.37'	S75°32'13"E
C23	138.00'	34°16'32"	82.55'	81.33'	S77°45'11"E
C24	162.00'	32°18'53"	91.37'	90.16'	S76°46'21"E
C25	138.00'	93°01'46"	224.07'	200.25'	S46°24'55"E
C26	312.00'	60°40'03"	330.36'	315.14'	S30°14'03"E
C27	112.00'	29°30'43"	57.69'	57.05'	S75°19'26"E
C28	308.00'	71°16'11"	383.12'	358.89'	S54°26'42"E
C29	908.00'	30°33'57"	484.39'	478.67'	S03°31'38"E
C30	112.00'	68°43'29"	134.34'	126.43'	S22°36'24"E
C31	512.00'	37°22'29"	333.98'	328.09'	S75°39'23"E
C32	488.00'	18°16'33"	155.66'	155.00'	S85°12'21"E
C33	512.00'	33°19'39"	297.82'	293.64'	N87°16'06"E
C34	488.00'	20°54'59"	178.15'	177.16'	N81°03'46"E
C35	212.00'	25°30'56"	94.41'	93.63'	N78°45'47"E
C36	588.00'	21°09'09"	217.08'	215.85'	N76°34'54"E
C37	103.00'	30°35'07"	54.98'	54.33'	N71°51'55"E

SKETCH AND DESCRIPTION		PSM: JSR
FLOW WAY CDD ESPLANADE TABLES		drawn: CJW
RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897		checked: MMR
		view: SKETCH
date: SEPTEMBER 2, 2010 scale: 1" = 1000' cadd file: 2016-859 CDD FLOW WAY		project#: 2012-93
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		sheet #: 6 of 6

*FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 – PHASE 7 (ESPLANADE)
AND PHASE 8
CAPITAL IMPROVEMENT PROGRAM*

Special Assessment Report for Series 2019 Phase 7 (Esplanade) and Phase 8 Bonds

Prepared by:

JPWard & Associates LLC

JAMES P. WARD, Chief Operating Officer

954.658.4900

JIMWARD@JPWARDASSOCIATES.COM

5/29/2019

*2900 NORTHEAST 12TH TERRACE
SUITE 1
OAKLAND PARK
FLORIDA 33334*

1.0 BACKGROUND AND THRESHOLD MATTERS

The District was created and chartered by law and established on the property by Collier County effective February 26, 2002, as amended. In November, 2016 the District boundaries were expanded to include an additional 19.66 acres, bringing the total size of the District to approximately 849.44 acres.

The District was dormant since establishment, until 2013 when Taylor Morrison Esplanade Naples, LLC (“Taylor Morrison Esplanade”) acquired the entire land area within the District.

The District manages the infrastructure for the community known as Esplanade Golf and Country Club of Naples (the “Development”), which is approximately 849.44 acres of land and is situated northwest of the intersection of Immokalee Road and County Road 951, entirely in unincorporated Collier County, Florida. The District’s single and special purpose is to manage the construction, acquisition, maintenance and financing of its public works including basic infrastructure, systems, facilities, services and improvements.¹

SUMMARY OF BOND FINANCINGS

In 2013 the District issued its first Series of Bonds, the Series 2013 Bonds, to fund the first phase of development of its capital improvement program (Phases 1 and 2 of the Development).

¹ See Florida Statutes sections 190.002(1)(a) and (c) and (3); Florida Statutes section 190.003(6); Florida Statutes section 190.012; and *State v. Frontier Acres Com. Develop.*, 472 So 2d 455 (Fla. 1985) in which the Florida Supreme Court opines about the “limited grant of statutory powers under chapter 190 [and] the narrow purpose of such districts” as “special purpose governmental units,” where the narrow purpose is in the singular as applied to their powers in the plural. *Frontier Acres Com.*, at 456. The Supreme Court also references section 190.002, Florida Statutes, to “evidence the narrow objective” in providing community infrastructure in section 190.002(1)(a), Florida Statutes, opining that the “powers” of such districts “implement the single, narrow legislative purpose.” *Id.* at 457.

The District continued the development of the capital improvement program with the issuance of the Series 2015 Phase 3 Bonds for the second phase of development of the capital improvement program (Phase 3 of the Development).

Then its Series 2015 – Phase 4 Bonds for the third phase of development of the capital improvement program (Phase 4 of the Development).

Then its Series 2016 – Phase 5 Bonds for the fourth phase of development of the capital improvement program (Phase 5 of the Development).

Then its Series 2017 - Phase 6 Bonds for the fifth phase of development of the capital improvement program (Phase 6 of the Development)

This report is for the Series 2019 – Phase 7 Esplanade (36 units) and Phase 8 Bonds for the sixth and final phase of development of the capital improvement program (Phase 7 of the Development).

This supplemental report is intended to define and allocate the assessments that will be required to be levied to implement the capital improvement plan for Phase 7 and Phase 8 of the Development. For reference purposes, pursuant to Resolution Nos. 2018-1, 2018-2, and 2018-4 (“Phase 7 Resolutions”), the District previously levied special assessments on real property designated as “Phase 7” (“Phase 7 Assessments”) in connection with the public improvements associated with Phase 7 of the project as described in the Phase 7 Resolutions (the “Phase 7 Improvements”). The real property comprising Phase 7 is intended to be developed with thirty-six (36) multi-family Esplanade-type units (now commonly known and referred to herein as “36 Multi-Family Esplanade Units”). As contemplated in the Series 2017 – Phase 6 Capital Improvement Program Special Assessment Report dated October 25, 2017 (“Phase 6 and 7 Special Assessment Report”), the 36 Multi-Family Esplanade Units were in the original Phase 4 assessment area but due to an increase in the number of units constructed in Phase 4, the 36 Multi-Family Esplanade Units were not assigned any special assessments securing the Series 2015 – Phase 4 Bonds and instead became part of Phase 7. The 36 Multi-Family Esplanade Units were referred to in the Phase 6 and 7 Special Assessment Report as the “Unassigned Units”.

Special assessments have not previously been levied on Phase 8. The special assessments that the District intends to levy in connection with the Phase 8 Capital Improvement Program are referred to as the “Phase 8 Assessments”.

The District intends to undertake the Phase 7 Improvements and public improvements associated with Phase 8 concurrently and intends to issue bonds related thereto, which bonds will be secured by both the Phase 7 Assessments and the Phase 8 Assessments (sometimes collectively referred to herein as the “Series 2019 Assessments”). The collective property upon which the Series 2019 Assessments are levied as security for the Series 2019 Bonds to be issued by the District will be known as the “2019 Assessment Area”.

This supplemental report references the 36 Multi-Family Esplanade Units in Phase 7 as those units will be part of the next issuance of bonds to be generally known as the “Series 2018 Bonds”.

Additionally, as a part of this supplemental report, there are certain properties that the Developer has requested the District to annex into the boundaries of the District, more commonly known as the “Hatcher Property” consisting of 10.01 acres. The Developer has advised the District that the contemplated land use for the Hatcher Property would be 52’ single-family units. As the development of the Hatcher Property would occur, the actual land use type may change. As the Hatcher Property is not presently within the boundaries of the District, no special assessments are being levied on the Hatcher Property. To the extent the Hatcher Property is brought within the boundaries of the District, the District may undertake future assessment proceedings to levy special assessments on the Hatcher property with debt being assigned based on the actual land use type. There is no guarantee that this property will ever be annexed into the District nor subject to assessments, as such the assessment as depicted in this methodology on the 36 Multi-Family Esplanade Units and Phase 8 will remain in place, unless both the annexation and assessment process are successfully implemented.

2.0 THE DISTRICT

The District was established by Ordinance of the Board of County Commissioners of Collier County, Florida, effective February 26, 2002 and originally encompassed a total of 830 acres. As noted above the boundaries of the District were expanded in November, 2016 to include an additional 19.66 acres for a total of 849.44. The development, known as Esplanade Golf and Country Club of Naples (the “Development”) also encompasses approximately all of the land within the boundaries of the District.

Interstate 75 and U.S. 41 provide direct access to Fort Lauderdale and Miami, respectively. Interstate 75 also provides access to Fort Myers, Sarasota, Tampa and northern Florida. The

Southwest Florida International Airport is located approximately forty (40) minutes north via Interstate 75, and the Miami International Airport is located approximately one (1) hour and forty-five (45) minutes east via Interstate 75.

3.0 PURPOSE OF THIS REPORT

This Special Assessment Report has been developed to provide a roadmap and lays out in detail each step for use by the Board for the imposition and levy of non-ad valorem special assessments. This report begins by introducing the Cost Allocation methodology, as prepared by Waldrop Engineering, Inc. to the Board, and then the report introduces the Assessment Methodology. These two methodologies constitute the District's procedure for instituting the Assessments to fund the capital improvement program for the District.

The Cost Allocation Methodology discloses the computations for the cost and dollar amounts for the systems, facilities and services provided by the District per parcel for each unity type of acre.

The Assessment Methodology outlines the properties within the District that are subject to the Assessments and the special benefit conferred peculiar to each property by, and received from, the systems, facilities and services provided by the District's capital improvement program. The Assessment Methodology will have three primary objectives: (1) to determine the special and peculiar benefits that flow to the assessable properties in the District from the capital improvement plan provided by the District; (2) to apportion the special benefits peculiar to all parcels in a manner that is fair and reasonable, resulting in the proportionate special benefit; and (3) to apply the proportionate special benefit to the proposed allocated costs in each assessment category potentially resulting in a modification to the costs allocated and fixing the Assessments per parcel or acre. The first two objectives of the Assessment Methodology set forth a framework to apply to the already allocated costs and dollar amount of Assessments associated with the operations and maintenance expenditures benefiting properties. Once the framework is set, the proportionate special benefit may modify the earlier allocated dollar amounts of the assessments per parcel or per acre. The report is designed to conform to the requirements of Chapters 189, 190, 170 and 197, Florida Statutes, and is consistent with the District's understanding of the case law on this subject.

The existing systems, facilities and services earlier acquired and constructed by this District produced special benefits, peculiar to both acres and platted parcels, which were apportioned in a manner that is fair and reasonable and which were based on the development plan by the Original Developer. The capital improvement plan which was initially implemented with the issuance of the District's Series 2013 Bonds, the Series 2015 Bonds, the Series 2015 – Phase 4

Bonds, and the Series 2016 Bonds, and this report continues that implementation for Phase 6 with the Series 2017 Bonds and as more fully defined in the Phase 6 and 7 Report dated October 25, 2017.

This methodology will describe the allocation of the District's special assessments for Phase 8, based on the preliminary development plan, as provided by the Developer.

4.0 DEFINED TERMS

"Developer" – Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company.

"District" – Flow Way Community Development District.

"District Engineer" – Waldrop Engineering

"Equivalent Assessment Unit" – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's capital project on a particular land use, relative to other land uses.

"Engineer's Report"- that certain Flow Way Community Development District Phase 8 Engineer's Report prepared by the District Engineer and dated June 2019.

"Phase 1 and 2" – The first development phases of the Development. The phase 1 and 2 lands are subject to the lien of the Series 2013 Bonds.

"Phase 3"- The second development phase of the Development. The phase 3 lands are subject to the lien of the special assessments securing the Series 2014 Phase 3 bonds.

"Phase 4" – The third development phase of the Development. Currently all of the land in phase 4 development are subject to the lien of the special assessments securing the Series 2015 – Phase 4 Bonds. It is anticipated that the lien of the special assessment securing the Series – 2015 Phase 4 Bonds ultimately was absorbed by 204 Planned units in Phase 4, leaving 36 Unassigned Units. Subject to the terms herein, the Unassigned Units in Phase 4 will be subject to the lien of the Future Special Assessments that are anticipated to secure the Future bonds after the special assessments securing the Series 2015 – Phase 4 bonds have been fully allocated to platted and developed units. Prior to such time, the Future Special Assessments shall not be able to be pledged to secure any District debt.

“Phase 5” – The fourth development phase of the Development. The units in phase 5 are subject to the lien of the special assessments securing the Series 2016 Bonds.

“Phase 6” – The fifth development phase of the Development. Phase 6 lands are subject to the lien of the Series 2017 Special Assessments securing the Series 2017 Bonds.

“Allocable Costs” – Proportionate Phase 8 allocable costs.

“Phase 7” – A portion of the sixth phase of the Development, which relates to the 36 Unassigned Units.

“Phase 8” – A portion of the sixth development phase of the development.

“Phase 8” – Capital Improvement Program” – Public infrastructure necessary to support the development of Phase 8.

“Phase 8 Assessments” – The special assessments to be levied by the District on Phase 8 in connection with the Phase 8 Capital Improvement Program.

“Series 2019 Assessments” – The Phase 7 Assessments and the Phase 8 Assessments that are intended to secure the Series 2019 Bonds.

“2019 Assessment Area” – Phase 7 and Phase 8 lands upon which the Series 2019 Assessments will be collectively levied.

“Platted Units” – lands configured as their intended end-use and subject to the lien of the Series 2019 Special Assessments.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat and in their final end-use configuration.

“Unassigned Units” – The 36 Multi-Family Esplanade Units in Phase 4 that were not contemplated when the Series 2015 – Phase 4 Bonds were issued and which will not be subject to the Series 2015 – Phase 4 Special Assessments

5.0 METHODOLOGY FOR ALLOCATING COSTS AND ASSESSMENTS

5.1 COST ALLOCATION

The allocation of costs in the cost allocation methodology is based on accepted practices in accordance with applicable laws and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in the District Charter² and in conformity with State laws applicable to such assessments.

The allocation of costs is really in effect a disclosure of the costs as a first step towards determining the final dollar amount of the assessment per unit.

The District's capital program can be broken down into six (6) broad categories: (1) surface water management system, (2) utilities including potable water, wastewater and irrigation, (3) exterior landscaping, (4) off-site improvements, (5) environmental mitigation and (6) professional & permit fees. Mitigation as used herein, is both on-site and off-site preserve enhancement, creation and preservation.

These programs have costs identified in the table below and are merely the first step in the special assessments to be paid. To provide further information, the division (i.e., the allocation) of these cost for each program is further discussed in the Waldrop Engineering Inc., report dated May, 2019.

² See the Act in chapter 190, Florida Statutes.

Phase 8 - Cost Allocation	
Description	Phase 8
Stormwater Management System	\$ 4,881,876.78
Utilities	
Potable Water	\$ 897,617.77
Sanitary Sewer	\$ 1,958,633.41
irrigation	\$ 510,017.80
Exterior Landscaping	\$ 456,237.21
Off-Site Improvement	\$ 292,559.97
Environmental Mitigation	\$ 878,961.37
Professional & Permit Fees	\$ 1,615,906.62
Total:	\$ 11,491,810.93

5.2 ASSIGNMENT OF ASSESSMENT

It is useful to consider three broad states or conditions of development within Esplanade. The initial condition is the “unplatted state”. At this point infrastructure may or may not be constructed, but in general, home site or other development units have not been defined and all of the developable land within the assessment are considered unplatted acreage (“Unplatted Acres”). In the unplatted state, all of the lands within the assessment area receive benefit from all or a portion of the components of the financed capital improvement plan and debt assessments would be imposed upon all of the land within the assessment area on an equal acre basis to repay the bonds in an amount not in excess of the benefit accruing to such parcels.

The second condition is the interim or “approved state”. At this point, a developer would have received approval for a site development plan from the County. By virtue of the County granting an approval for its site development plan for a neighborhood, certain development rights are committed to and peculiar to that neighborhood, thereby changing the character and value of the land by enhancing the capacity of the Unplatted Acres within a neighborhood with the special and peculiar benefits flowing from components of the capital improvement plan and establishing the requisite logical connection for the flow of the special benefits peculiar to the property, while also incurring at the same time a corresponding increase in the responsibility for

the payment of the levied debt assessment to amortize the portion of the debt associated with those improvements.

Therefore, in the event that the District issues bonds which have or will benefit the lands within such area, the District will designate such area, or in combination with other such areas, as an assessment area, and, allocate a portion of this debt to such assessment area in the “approved state”.

This apportionment of benefit is based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with applicable laws and the procedure for the imposition, levy and collection of non-ad valorem special assessments in conformity with State laws applicable to such assessments.

Development enters its third and “**Platted State**”, as property is platted. Land becomes platted property (the “**Platted Property**”) which single-family units are platted or multifamily land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of the debt assessments will be fixed and determinable from the supplemental assessment report to be prepared once the final pricing details of the bonds are known.

When the development program contains a mix of residential land uses, an accepted method of allocating the costs of public infrastructure improvements to benefiting properties is through the establishment of a system that “equates” the benefit received by each property to the benefit received by a single-family unit to other unit types. To implement this technique for project cost allocation purposes, the District must use a methodology that fairly and reasonable apportions the cost of the infrastructure to the benefitted land. The balance of this report will define that apportionment methodology.

5.3 INITIAL ASSIGNMENT OF ASSESSMENTS

As noted above, initially the Phase 8 Assessments will be initially levied on all of the unplatted acres in Phase 8, which consists of 38.63 gross acres.

Exhibit 1 – the initial assessment roll shows the assessments on the 2019 Assessment Area (unplatted acres in Phase 8, and the previously imposed Special Assessments for the 36– Multi Family Esplanade Units from Phase 7).

Series 2017 Assessments

As noted earlier in this report, when the Series 2015 – Phase 4 Bonds were issued by the District, it was anticipated that the Series 2015 – Phase 4 Bonds would be secured by special assessments (the “Series 2015 – Phase 4 Special Assessments”) on 163 residential units in the Phase 4 assessment area. During development, the number and type of units planned by the Developer have changed, and now Phase 4 will include 204 Units and the Series 2015 – Phase 4 Bonds will be secured by the Series 2015 – Phase 4 Special Assessments on 204 units.

The 36 Unassigned Units (as defined herein) in the original Phase 4 assessment area were assigned in the Phase 6 and 7 report to the Future Bonds as described in the Special Assessment Report dated October 25, 2017. The location of the Unassigned Units is shown in the Engineer’s Report and Exhibit 2. These 36 Unassigned Units (as defined herein) in the original Phase 4 assessment area are being assigned debt in this Phase 8 Report and will be pledged to pay principal and interest the Series 2019 Bonds.

5.4 PRELIMINARY DEVELOPMENT PLAN

The following is the preliminary development plan for Phase 8. (Note: The 36 Multi-Family Esplanade Units associated with Phase 7 that are being financed with the Series 2019 Bonds are, except as specifically referenced otherwise, not and included in the financing tables in this report.

Preliminary Development Plan	
Type	Phase 8
52'	89
57'	0
62'	29
76'	23
90'	0
100'	0
MF (Esplanade)	72
MF (Vercelli)	64
Total:	275

5.5 ASSESSMENT/ALLOCATION METHODOLOGY

This report will identify the special and peculiar benefits for the works and services including added use of the property, added enjoyment of the property, and probability of increased marketability, value of the property and decreased insurance premiums will be evaluated for each of the revised residential and commercial product types to insure that the new assessments are fair, just and reasonable for all property within the District.

5.6 Surface Water Management System

The District's surface water management system was designed to be an integrated and functional water management system for the treatment and attenuation of stormwater runoff for the entire District. As such, the allocation of costs are based on the capacity usage anticipated for each land use within the District.

5.7 Potable Water, Wastewater and Irrigation

The District's utility system consists of potable water, sanitary sewer and irrigation water for the community. The development within the District consists primarily residential properties, and a golf course with associated amenities. The potable water and sanitary sewer are divided among all property owners based on typical flow rates established by the District Engineer for similar use types based on the Florida Administrative Code, and that the irrigation water be distributed based on the anticipated use for each land use type.

5.8 Exterior Landscaping, Off-Site Improvements, Mitigation and Miscellaneous

The exterior landscaping consists of buffering along the project boundaries and is necessitated by the requirements of the Collier County Land Development Code, which requires landscape buffering along public roadways and between different zoning categories and uses within the County. As such, the allocation of costs are based on trip generation anticipated for each land use within the District.

5.9 Off-Site Improvements

The off-site improvements consist of transportation related improvements for County Road 951 Extension right-of-way. These improvements were also necessitated by the requirements of the Collier County Land PUD Ordinance NO. 12-14. These roadway improvement costs are divided between the various individual properties based on the size of a typical lot, according to the Engineer's Report.

5.10 Environmental Mitigation

The environmental mitigation costs consist of wetland and other habitat improvements caused by the development of Esplanade Golf & Country Club of Naples, to replace existing wetlands. As such, the allocation of costs are based on the capacity usage anticipated for each land use within the District.

5.11 Professional & Permit Fees

Professional and Permit costs are allocated based on the typical lot size anticipated for each land use within the District.

6.0 OVERVIEW OF ASSESSMENT METHODOLOGY; SPECIAL PECULIAR BENEFIT; REASONABLE AND FAIR APPORTIONMENT; PROPORTIONATE SPECIAL BENEFIT

The purpose of this Assessment Report is to discuss the special benefits peculiar to the properties from construction and acquisition of the District systems, facilities and services, along with the further enhancement and enjoyment of the property from the District's use of its special pinpointed and focused management capabilities to construct these systems, facilities and services.

The Assessment Report herein constitutes a valid and legal methodology for the Flow Way Community Development District in that it confers special benefits peculiar to the properties and apportions those benefits in a reasonable and fair manner resulting in and applying the proportionate special benefit. This section is broken down into four (4) subsections:

Subsection 6.1 provides a detailed overview of the requirements for a valid special assessment. In this subsection, Florida's legal requirements to make the assessments liens equal in dignity to property taxes are explained and detailed. (A lien travels with the property and may result in the loss of the property if it is not paid.)

Subsection 6.2 identifies and details the actual special benefits flowing from the District's construction activities of its systems, facilities and services to the properties. A breakdown of each special benefit (added use, added enjoyment, the combination of enhanced value and increased marketability and finally decreased insurance premiums) is provided and the way the properties are benefited is explained.

Subsection 6.3 covers the apportionment of these special benefits. This subsection shows the proportion of the special benefit flowing to the individual properties. For example, the Off-site

Services will create equal special benefits peculiar to individual properties. That is, the relative magnitude of any one of these special benefits to any one property is proportional to the special benefits to another property. Similarly, the Water Management Services will benefit certain properties more than others, as will the Utilities and Irrigation Services.

The special benefits can be broken down into a percentage of the overall special benefit flowing based on each category. This section explains this breakdown in specificity for each property unit type in relation to the magnitude of the special benefit each property unit enjoys. This apportionment results in the proportionate special benefit.

Subsection 6.4 applies the proportionate special benefit to the dollar amount allocated in the Cost Allocation Methodology.

6.1 Requirements For a Valid Assessment Methodology

Valid assessments under Florida Law have two (2) requirements that must be met by the Board using this methodology to provide that the assessments will be liens on property equal in dignity to County property tax liens and to justify reimbursement by the property owners to the District for the special benefits received by and peculiar to their properties.

First, the properties assessed must receive, peculiar to the acre or parcel of property, a special benefit that flows as a logical connection from the systems, facilities and services constituting improvements.³ The courts recognize added use, added enjoyment, enhanced value and

³ The two basic requirements for a valid assessment under law are stated succinctly in *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999) (“There are two requirements for the imposition of a valid special assessment. First, the property assessed must derive a special benefit from the service provided. Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.”) (Citations omitted). The requirement that the benefits received from the property must be peculiar to the parcel or acres is stated in *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999) (A special assessment “is imposed upon the theory that that portion of the community which is required to bear it receives some special or peculiar benefit in the enhancement of value

(footnote continued)

decreased insurance premiums as the special benefits that flow as a logical connection from the systems, facilities and services peculiar to the property. Additionally, the properties will receive the special benefit of enhanced marketability.

Second, the special benefits must be fairly and reasonably apportioned in relation to the magnitude of the special benefit received by and peculiar to the various properties being assessed,⁴ resulting in the proportionate special benefit to be applied.

Although property taxes are automatically liens on the property, non-ad valorem assessments, including special assessments, are not automatically liens on the property but will become liens if the governing Board applies the following test in an informed, non-arbitrary manner. If this test for lienability is determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be imposed, levied, collected and enforced as a first lien on the property equal in dignity to the property tax lien.⁵ Florida courts have found that it is not necessary to calculate

of the property against which it is imposed as a result of the improvement made with the proceeds of the special assessment."). The requirement for the existence of a logical connection from the systems, facilities and services constituting the improvements to the parcel or acre is found in *Lake County v. Water Management Corp.*, 695 So. 2d 667, 669 (Fla. 1997) (The test for evaluating whether a special benefit is conferred to property by the services for which an assessment is imposed "is whether there is a 'logical relationship' between the services provided and the benefit to real property.")

⁴ *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999).

⁵ *Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598, 600 (Fla. 5th DCA 2001) ("When a trial court is presented with a property owner's challenge to a special assessment the appropriate 'standard of review is the same for both prongs; that is, the legislative determination as to the existence of special benefits and as to the apportionment of the costs of those benefits should be upheld unless the determination is arbitrary.'") (Citation omitted). § 170.09, Fla. Stat. (2010) ("The special assessments . . . shall remain liens, coequal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid.")

(footnote continued)

special benefits with mathematical precision at the time of imposition and levy⁶ so long as the levying and imposition process is not arbitrary, capricious or unfair.⁷

6.2 Special Peculiar Benefits

Focused, pinpointed and responsive management by the District of its systems, facilities and services, create and enhance special benefits that flow peculiar to property within the borders of the District, as well as general benefits to the public at large.

All benefits conferred on District properties are special benefits conferred on property because only property within the District will specially benefit from the enhanced services to be provided as a result of these new assessments. Any general benefits resulting from these assessments are incidental and are readily distinguishable from the special benefits that accrue to the property within the District. Properties outside the District do not depend on the District's programs and undertakings in any way for their own benefit and are therefore not considered to receive benefits for the purposes of this methodology. The four assessments imposed by this resolution are designed with the specific properties of the District in mind and for their exclusive special benefit

6.2.1 General Review

From the District's focused and pinpointed management flows the special benefit peculiar to each parcel or acre of added use of the property. This special benefit of added use of a piece of property contemplates the increased ability to "use" the property for its intended purpose.

⁶ *City of Boca Raton v. State*, 595 So. 2d 25, 31 (Fla. 1992) (In determining the special benefit each parcel or acre receives, the District is "not required to specifically itemize a dollar amount of benefit to be received by each parcel."). Pursuant to section 197.122(1), Florida Statutes, all taxes imposed pursuant to the State Constitution and laws of this state shall be a first lien, superior to all other liens, on any property against which the taxes have been assessed and shall continue in full force from January 1 of the year the taxes were levied until discharged by payment or until barred under chapter 95. Pursuant to the collection laws, section 197.3632, Florida Statutes, and all applicable case law, this provision on taxes also applies to non-ad valorem assessments.

⁷ *See Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598 (Fla. 5th DCA 2001), *supra* note 5, at 600.

The District's control and management will also provide another special benefit peculiar to each parcel or acre of added enjoyment of the property. The special benefit of added enjoyment of property contemplates the increase in the satisfaction or quality of use of the specially benefitted property.

Additionally, the District's control and management will provide the special benefit peculiar to each parcel or acre of the probability of increased marketability and value of the property. The dollar increase in the value of the property could be determined at a later time by a property appraiser.

Because the benefits of the District's control and management are greater than the costs of the assessments, an overall net special benefit occurs. This net special benefit equates into an increase in at least some of the property values of the surrounding homes. An increase in property values makes these properties more marketable and more saleable. Put differently, when a property's value increases and the price a property is for sale remains the same, the property will have a greater chance of being sold; therefore, the marketability of that property is increased.

Further, a derivative special benefit also exists from this increased marketability. Because of the overall benefit and increases in property values, the surrounding homes will increase in their marketability. More enhanced neighboring properties mean increased marketability. Therefore, even if a single property's value is not increased from the particular District service, many surrounding properties' value will increase, and the non-value improving property will still gain an increase in marketability.

Finally, the District's focused and pinpointed control and management will provide a special benefit peculiar to each parcel or acre of decreased insurance premiums. The monetary decrease in the insurance premiums could be determined at a later time by an insurance adjuster.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated and assessed as to value with mathematical certainty; however, their magnitude can be determined with certainty today. Each special benefit is by orders of magnitude more valuable than the cost of, or the actual assessment imposed and levied for, the services and improvements that they provide peculiar to the receiving properties.

Accordingly, each system, facility and service provided by the District is discussed.

(A) Surface Water Management Systems, Facilities and Services

The Special Benefit of Added Use

From the District's focused and pinpointed management of the Surface Water Management System flows the special benefit peculiar to each parcel or acre of added use of the property. The special benefits peculiar to each parcel or acre from the Surface Water Management System that contributes, as a logical relationship, to the added use of property throughout the District are flood reduction and prevention and reduced over-drainage. The community is being developed as a bundled golf community, where each owner of property within the District will be a member of the Homeowner's Association and the Association will be the owner of the Golf Course. With this development concept, the development of the Golf Course will benefit the property owners directly by permitting the owner's the use of the course and it's associated facilities.

The District's focused and pinpointed control and maintenance of the Surface Water Management System will avoid the need to undergo intense revitalization efforts of the system in the future for all residential properties and of the Golf Course, however the sole beneficiaries of the added use of the Golf Course are the individual property owners in the District, and not the Golf Course since the Golf Course will be owned and operated by the Homeowner's Association to which all individual property owner's will be members of the Homeowner's Association. As such, the individual properties (excluding the Golf Course) will receive the entire benefit of flood protection, treatment and attenuation of stormwater runoff.

The Special Benefit of Added Enjoyment

The District's construction of the Surface Water Management Services will also provide a special benefit peculiar to each parcel or acre of added enjoyment of the property. The items contributing, as a logical relationship, to the special benefit of added enjoyment of the property are reduced pollution on the property and throughout the District, improved water quality throughout the District, and an aesthetic enhancement of property in general through a better-maintained landscape resulting in a clean and pristine environment. Use of the Golf Course will be significantly enhanced by allowing owners to enjoy a better game-play experience in playing on well drained, hence dry, lands as well as the satisfaction of playing on a highly maintained course with an admirable beauty as a direct result of that maintenance. Again however, since the Golf Course is owned by the Homeowner's Association, the benefit's that are derived from the enjoyment of the surface water management system, flow as a logical consequence to the individual properties (excluding the Golf Course) within the District. These individual properties will also enjoy the significant decrease in pollutant build up on their lands and common areas and the consequent positive environmental and aesthetic effects on their lands and local community

as a direct result of the enhanced Surface Water Management System's construction, operation and maintenance by focused District management.

The Special Benefit of the Probability of Enhanced Value and Increased Marketability

The District's construction of the surface water management system will provide further a special benefit peculiar to each parcel or acre in the probability of increased marketability and enhanced value of the property. Specific benefits of this type include decreased landscaping and maintenance costs, reduced environmental degradation, higher quality property maintenance, reduced water treatment costs (since the system is effectively removing a substantial portion of the pollutants before the run-off water reaches a water treatment facility), and increased prestige. Moreover, the enhanced value received by the property will remain despite any change in future use because the surface water management system benefits the lands of the District irrespective of their current or anticipated purpose. The dollar increase in the value of the property can be determined at a later time by a property appraiser. The Golf Course itself, as a better served entity, will be much more valuable, and consequently as a result of the ownership by the Homeowner's Association the individual home values may be positively affected by the golf course. Additionally, as a result of the construction of the surface water management system, this will provide owner's potentially more playing time should its overall enhancement entice more property owners to visit and use the golf course; again, this in turn could increase the prestige and visibility of the course, further driving up the market value of the individual properties in the District. Finally, these individual properties would specially benefit from value increases in the individual properties, which are directly attributable to providing flood protection, treatment and attenuation of stormwater, a stormwater system that raises the project's finished floor elevations above FEMA's flood elevation, all from the construction of the District's surface water system, and all at residents' disposal. Finally, the construction of the District's surface water system, will provide less local maintenance and landscaping expenditures, and significantly more attractive individual lots which by their aesthetic characteristics are more sought after and marketable.

The Special Benefit of Decreased Insurance Premiums

Finally, the District's control and management of the surface water management system will provide a special benefit peculiar to each parcel or acre of decreased insurance premiums. The monetary decrease in the insurance premiums could be determined at a later time by an insurance adjuster. The Golf Course as well as residential properties within the District should enjoy significant reductions in insurance costs if the system is proved to decrease pollutants locally in the manner intended as well as provide a means of flood prevention that will reduce the

potential for property damage throughout the entire District. Additionally, the mere fact that the system is being constructed to raise the project's finished floor elevations above FEMA's flood elevation, will potentially eliminate the need for or reducing the cost of flood insurance to all individual properties in the District.

(B) Utilities

From the District's focused and pinpointed management, the construction of the District's utility systems, including potable water, sanitary sewer and the irrigation system flows the special benefits peculiar to each parcel or acre in terms of added use, added enjoyment, enhanced value and marketability. All these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct a utility system for the benefit of and upon each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based because without these services, no capital infrastructure nor its maintenance and operation could ever accrue to the properties.

(C) Exterior Landscaping

From the District's focused and pinpointed management, the construction of the exterior landscaping elements flows special benefits peculiar to each parcel within the District. The Board will provide exterior landscaping which include buffering along Immokalee Road and other areas of the District. This landscaping was required by Collier County Land Development Code. It is these specific services from which all property will gain and specially benefit from added use, added enjoyment, and enhanced value and marketability.

(D) Off-Site Improvements

From the District's focused and pinpointed management, off-site improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements are primarily transportation related improvements and from these improvements the community will mitigate any transportation related deficiencies to the off-site roadway system that are due to the traffic being generated from the parcels and properties in the District. These off-site improvements would not be required if not for the development of the properties in the District and these parcels will specifically benefit from the better flow of traffic into and out of the District. However, the golf course does not generate any additional traffic, since the golf course is not a public course nor open to membership outside the residential property within the District, as

such, the golf course receives no benefit from these off-site improvements. Similarly the discovery center does not generate any additional traffic, since it too is not open to the public and is for use only the property owner's in the District, as such, the discover center receives no benefit from these off-site improvements. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

(E) Environmental Mitigation

From the District's focused and pinpointed management, mitigation improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements include the construction of wetland, and other habitat replacement due to the development of the community. These mitigation improvements would not be required if not for the development of the properties in the District and these parcels will specifically benefit from increased storm protection and flood damage due to major storm events. These wetland and other habitat replacements increase nature's nurseries for various birds, animals and plant life, and ultimately increase the enjoyment by residents in the District to participate in wetland activities, such as canoeing, bird watching, photography, and other outdoor recreation. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

(F) Professional & Permit Services

From the District's focused and pinpointed management, from these miscellaneous improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements are required and include the necessary soft costs, such as engineering design and inspection, permitting, etc. for all of the other systems, facilities and services. These miscellaneous improvements would not be required if not for the balance of the others systems, facilities and services and as such, development of the properties in the District and these parcels

will specifically benefit from all of the other systems, facilities and services. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

5.3 Reasonable and Fair Apportionment: The Proportionate Special Benefit

The special benefits described above must be fairly and reasonably apportioned in relation to the relative magnitude (not the value) of the special benefit received by and peculiar to the various properties being assessed. The magnitude of such benefit is different for each type of property within the District and for each type of assessment on which the special benefit is based. The apportionment here is divided by unit type (as opposed to each individual parcel or acre) because the differences among the parcels and acres in each unit type, while present, are de minimus in this situation. It is illustrative of such benefit which one parcel or acre enjoys in comparison to another parcel or acre and that relationship informs the respective assessments which each parcel or acre must pay; always in proportion to the extent of the total benefit which they receive in relation to all other properties which also enjoy such benefit. All assessments discussed below are either equal to or less than such benefit with which it is associated

(A) Surface Water Management System Apportionment

The Surface Water Management System provides several special benefits, peculiar to certain properties within the District, as described above in section 6.2(A). Such benefits conferred by this system, as a whole, are to be apportioned to properties based on: (1) common areas that benefit the entire District (2) common areas that benefit residential only, and (3) specific land uses which generate anticipated runoff based on type of property on a per parcel or per acre basis. These three methods combined will constitute the makeup of the Water Management Services special assessment for each individual parcel or acre.

For the first apportionment method, the District's Water Management assessment will consist of an amount representative of all common areas within the District from which all properties within the District benefit. Because all properties within the District benefit from all District common areas, all properties share in the special benefit conferred on these areas. This is also reflective of the fact that the entire Surface Water Management System is one aggregate

system and all properties must bear their share of the respective costs in managing not only their own properties but also of the common areas whose proper functioning is paramount to the integrity of the system as whole.

The second apportionment method addresses the special benefits received by the properties within the residential areas that are common to the residential areas, such as roadways that serve residential areas only, the leisure center and residential common areas as a result of the Surface Water Management system. The residential areas contain additional rights-of-way and common areas that affect water flow only within those residential communities. Therefore, only those properties will receive special benefits from the proper drainage and treatment of stormwater run-off in these areas. Consequently, all properties within these communities are apportioned to reflect the magnitude of these proportionate special benefits.

The third apportionment method, which makes up the remainder of the Water Management assessment, addresses the unit type of individual parcels or acres. Property will be assessed, despite its run-off rate (as calculated in the “Cost Allocation Methodology” above), to reflect the relative magnitude of the individual special benefit it receives proportionally from the entire Water Management System. A considerable portion of the residential properties within the District consists of impervious surfaces and therefore generate significant run-off from storm events.

(B) Utilities Apportionment

The utility services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure provision. As explained earlier, because certain properties, by their nature, require more utility services and consideration when it comes to the provision of infrastructure, such properties benefit proportionally more than others within the District. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional special benefit for each property for this particular assessment varies according to the particular characteristics of the parcel or acre, as well as the apportionment that each unit type receives from the other services.

(C) Exterior Landscaping Apportionment

The exterior landscaping services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction

of the infrastructure. As explained earlier, this is because all properties, by their nature, require these buffer landscaping areas outside the District in order to develop the property within the District, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional benefit for each property for this particular assessment does not vary according to the particular characteristics of the parcel or acre.

(D) Off-Site Apportionment

The off-site services which consist primarily of roadway related improvements within County Road 951 right-of-way and which benefit the communities are apportioned according to the use, expressed as ITE trip generation rates, associated with specific types of property in those communities. Single Family homes generally have more inhabitants, more vehicles, and therefore higher frequency of use of roadways in their respective community. Condominiums, club homes and villas, however, utilize the community roadways less and therefore benefit less than their Single Family unit counterparts. As a result, Single Family units can be said to enjoy the special benefits of these community specific improvements to a larger magnitude than all other types of units. Single Family units within each respective community will therefore be assessed significantly, but not substantially, more than Multi-Family and for the reason that they will be using community roadways more often and hence receive significantly more special benefits from the specific improvements of roadway lighting, signage and maintenance provided by the District.

(E) Environmental Mitigation Apportionment

The mitigation infrastructure services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure. As explained earlier, this is because all properties, by their nature, require the replacement of lost wetland and habitat, irrespective of the type of land use, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional benefit for each property for this particular assessment does not vary according to the particular characteristics of the parcel or acre.

(F) Professional & Permitting Apportionment

The professional and permitting services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the

construction of the infrastructure. As explained earlier, this is because all properties, by their nature, require the these design, inspection, permitting and other costs that are required for the entire infrastructure program, irrespective of the type of land use, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive.

5.4 Application of the Proportionate Special Benefits to the Allocated Costs

Accordingly, the reasonable and fair apportionment of the special benefits provided by the District which is peculiar to both the acres and the platted parcels results in the proportionate special benefit which is the final step required under Florida law to complete the fixing of the assessments to be imposed and levied.

The application of the proportionate special benefit is important. The relative magnitude of each special benefit peculiar to each property for Water Management Services is determined by analyzing the respective acreage of each unit in proportion to the total acreage of the entire District. The relative magnitude of added use is directly related to the total acreage of each unit type. The greater acreage a particular unit occupies, the greater the special benefit received from the District’s Water Management System and thus, the greater relative magnitude as compared with the other units. The same analysis was employed for the special benefit of added enjoyment because the Golf Course receives more added enjoyment because its purpose is recreational whereas residential plats are mainly for dwelling. Better water management leads to enhanced course conditions and increases the quality and satisfaction of the land use.

Phase 8 - Surface Water Management System										
Parcel Type	Number of Units (4)	Number of ERU's	Cost Allocation	Percent of Cost				Allocation by use & Enjoyment		Allocation by Unit
				Allocation	Use (1)	Enjoyment (2)	All (3)	Enjoyment	Unit	
52'	87	1	\$ 1,451,747.60	29.74%	22.30%	7.43%	29.74%	\$ 1,451,747.60	\$ 16,686.75	
57'	0	1.5	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	
62'	29	1.84	\$ 890,405.20	18.24%	13.68%	4.56%	18.24%	\$ 890,405.20	\$ 30,703.63	
76'	23	2.52	\$ 967,164.27	19.81%	14.86%	4.95%	19.81%	\$ 967,164.27	\$ 42,050.62	
90'	0	2.73	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	
100'	0	3.27	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	
Multi-family (Esplanade)	72	0.82	\$ 985,185.96	20.18%	15.14%	5.05%	20.18%	\$ 985,185.96	\$ 13,683.14	
MF (Vercelli)	64	0.55	\$ 587,373.74	12.03%	9.02%	3.01%	12.03%	\$ 587,373.74	\$ 9,177.71	
Golf Course & Amenity	0	-	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	
Total	275		\$ 4,881,876.77	100.00%	75.00%	25.00%	100.00%	\$ 4,881,876.77		

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

The second and third charts below, shows the cost allocation methodology for Utilities, including potable water, sanitary sewer and irrigation was analyzed based on two distinct component parts. First the potable water and sanitary sewer component, flow rates established by Florida Administrative Code for different use types was used. These flow rates help determine the units

that use the infrastructure the most, determining the size of pipes and other ancillary facilities for the different unit types, and consequently the most money to be spent on the construction of these facilities.

Similarly for the irrigation system, the cost allocation methodology is based on the use of the facilities with a notable exception that is the use is based on the average irrigated area for each lot type. The area of land area to be irrigated helps determine the units that use the infrastructure the most, again, also determining the size of pipes and other ancillary facilities for the different unit types, and consequently the most money to be spent on the construction of these facilities.

A similar analysis can be used to determine the relative magnitude of the special benefits peculiar to the properties between the various land use types. The units that cause the most dollars to be spent on the construction of the facilities are the same units that use the infrastructure the most. The units that use the infrastructure the most are also the same units that benefit the most from the infrastructure. Thus, a direct correlation exists between the units causing the most money to be spent on the cost of construction receiving the most benefits from the capital improvement program.

Phase 8 - Potable Water and Sanitary Sewer									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by use & Enjoyment	Allocation by Unit
52'	87	1.00	\$ 958,772.71	33.57%	25.18%	8.39%	33.57%	\$ 958,772.71	\$ 11,020.38
57'	0	1.24	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	29	1.18	\$ 376,831.07	13.19%	9.89%	3.30%	13.19%	\$ 376,831.07	\$ 12,994.17
76'	23	1.43	\$ 362,422.34	12.69%	9.52%	3.17%	12.69%	\$ 362,422.34	\$ 15,757.49
90'	0	1.65	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1.87	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.91	\$ 722,410.32	25.29%	18.97%	6.32%	25.29%	\$ 722,410.32	\$ 10,033.48
MF (Vercelli)	64	0.62	\$ 435,814.75	15.26%	11.44%	3.81%	15.26%	\$ 435,814.75	\$ 6,809.61
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	275	9.89	\$2,856,251.18	100.00%	75.00%	25.00%	100.00%	\$2,856,251.18	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

Phase 8 - Irrigation Water System									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by use & Enjoyment	Allocation by Unit
52'	87	1.00	\$ 225,937.91	44.30%	33.23%	11.08%	44.30%	\$ 225,937.91	\$ 2,596.99
57'	0	1.03	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	29	0.65	\$ 49,258.49	9.66%	7.24%	2.41%	9.66%	\$ 49,258.49	\$ 1,698.57
76'	23	0.68	\$ 40,710.94	7.98%	5.99%	2.00%	7.98%	\$ 40,710.94	\$ 1,770.04
90'	0	1.01	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1.10	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.45	\$ 84,534.24	16.57%	12.43%	4.14%	16.57%	\$ 84,534.24	\$ 1,174.09
MF (Vercelli)	64	0.66	\$ 109,576.22	21.48%	16.11%	5.37%	21.48%	\$ 109,576.22	\$ 1,712.13
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	275	5.471848	\$ 510,017.80	100.00%	75.00%	25.00%	100.00%	\$ 510,017.80	

- (1) Relative Magnitude
- (2) Relative magnitude of Added Enjoyment
- (3) Relative Magnitude of All Services
- (4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

The cost allocation methodology for roadway related off-site improvements used ITE (International Traffic Engineers) TRIP rates to determine the allocation of costs for this part of the capital improvement program. The ITE TRIP rates help determine the units that use the infrastructure the most, generating the size of the roadway facilities and consequently cause the most money to be spent in capital on these facilities. A similar analysis can be used to determine the relative magnitude of the special benefits peculiar to the properties in the District. The units that cause the most cost to be spent, and use the infrastructure the most benefit the most from the roadway capital improvement program. Thus, a direct correlation exists between the units causing the most capital to be spent on the roadways and the units receiving the most benefits from the implementation of the capital improvement program

Phase 8 - Off-Site Improvements									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by use & Enjoyment	Allocation by Unit
52'	87	1	\$ 108,679.41	37.15%	27.86%	9.29%	37.15%	\$ 108,679.41	\$ 1,249.19
57'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	29	1	\$ 36,226.47	12.38%	9.29%	3.10%	12.38%	\$ 36,226.47	\$ 1,249.19
76'	23	1	\$ 28,731.34	9.82%	7.37%	2.46%	9.82%	\$ 28,731.34	\$ 1,249.19
90'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.7	\$ 62,959.11	21.52%	16.14%	5.38%	21.52%	\$ 62,959.11	\$ 874.43
MF (Vercelli)	64	0.7	\$ 55,963.65	19.13%	14.35%	4.78%	19.13%	\$ 55,963.65	\$ 874.43
Golf Course & Amenity	0	0	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	275	7.4	\$ 292,559.98	100.00%	75.00%	25.00%	100.00%	\$ 292,559.98	

- (1) Relative Magnitude
- (2) Relative magnitude of Added Enjoyment
- (3) Relative Magnitude of All Services
- (4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

The cost allocation methodology for project landscaping – off-site, environmental wetland mitigation along with professional & permit fees are all project costs that are due to the development of the District as a whole, in that if it were not for the entire development, specific

land uses benefit equally from the entire development program. All properties within the District receive increased enjoyment from the off-site landscaping, environmental wetland mitigation and increased use of all services from the typical soft costs associated with development projects of this size and magnitude. As these miscellaneous services are not attributable to any specific land uses the apportionment of these services is reflective of the special benefits explained earlier in this report.

Phase 8 - Off-Site Improvements									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by	
								use & Enjoyment	Allocation by Unit
52'	87	1	\$ 108,679.41	37.15%	27.86%	9.29%	37.15%	\$ 108,679.41	\$ 1,249.19
57'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	29	1	\$ 36,226.47	12.38%	9.29%	3.10%	12.38%	\$ 36,226.47	\$ 1,249.19
76'	23	1	\$ 28,731.34	9.82%	7.37%	2.46%	9.82%	\$ 28,731.34	\$ 1,249.19
90'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.7	\$ 62,959.11	21.52%	16.14%	5.38%	21.52%	\$ 62,959.11	\$ 874.43
MF (Vercelli)	64	0.7	\$ 55,963.65	19.13%	14.35%	4.78%	19.13%	\$ 55,963.65	\$ 874.43
Golf Course & Amenity	0	0	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	275	7.4	\$ 292,559.98	100.00%	75.00%	25.00%	100.00%	\$ 292,559.98	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

The table on the following page shows the total apportioned costs after apportionment of the special benefit application.

Phase 8 - Off-Site Improvements									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by	
								use & Enjoyment	Allocation by Unit
52'	87	1	\$ 108,679.41	37.15%	27.86%	9.29%	37.15%	\$ 108,679.41	\$ 1,249.19
57'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	29	1	\$ 36,226.47	12.38%	9.29%	3.10%	12.38%	\$ 36,226.47	\$ 1,249.19
76'	23	1	\$ 28,731.34	9.82%	7.37%	2.46%	9.82%	\$ 28,731.34	\$ 1,249.19
90'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.7	\$ 62,959.11	21.52%	16.14%	5.38%	21.52%	\$ 62,959.11	\$ 874.43
MF (Vercelli)	64	0.7	\$ 55,963.65	19.13%	14.35%	4.78%	19.13%	\$ 55,963.65	\$ 874.43
Golf Course & Amenity	0	0	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	275	7.4	\$ 292,559.98	100.00%	75.00%	25.00%	100.00%	\$ 292,559.98	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 34 lot's and are included in this report as part of the 52' product

7.0 Overview of the Inventory Adjustment Determination

The assessment methodology is based on the development plan that is currently proposed by the Developer. As with all projects of this size and magnitude, as development occurs, there may

be changes to various parts of the proposed project mix, the number of units, the types of units, etc. The inventory adjustment determination mechanism is intended to insure that all of the debt is levied only on developable properties, such that by the end of the development period there will be no remaining debt on any undevelopable property.

First, as property is taken from an undeveloped (raw land) state and readied for development, the property is platted or alternatively specific site plans are developed and processed through the County Property Appraiser, who assigns distinct parcel identification numbers for land that is ready to be built upon. Or in the case of property where a condominium is being developed the land is platted as a large tract of land, and ultimately as the developer files the declaration of condominium, the County Property Appraiser assign distinct parcel identifications to each condominium unit that will be constructed on the property.

Since a plat can and may be changed during the development plan, there are times when a tract of land is re-platted for various reasons, including but not limited to, market conditions, sales to builders who desire to build different products on the properties, as such, in order to insure that properties benefit from the system wide improvements, all land, even if platted, is initially assessed as undeveloped tracts of land on an equal per acre basis. As such, until the developer finalizes the development plan for a track of land and advises the District, the equal per acre basis will be utilized.

When the events noted above occur, the District then allocates the appropriate portion of its debt to the newly established and distinct parcel identification numbers as finally will be developed. The inventory adjustment determination allows for the District to take the debt on these large tracts of land, and assign the correct allocation of debt to these newly created units. This mechanism is done to insure that the principal assessment for each type of property constructed never exceed the initially allocated assessment contained in this report.

This is done periodically as determined by the District Manager or their authorized representative, and is intended to insure that the remaining number of units to be constructed can be constructed on the remaining developable land. If at any time, the remaining units are insufficient to absorb the remaining development plan, the developer will be required to make a density reduction payment, such that the debt remaining after the density reduction payment does not exceed principal assessment for each type of property is exceeded in the initially allocated assessment contained in this report.

In order to insure that the amount of debt does not exceed the maximum per acre assessment, the District shall take the total acres in Phase 6, remove all platted acres from said calculation, and calculate the remaining debt for the unplatted acres and if the developer shall

make any payments to the District to bring the unplatted acres remaining debt per acre to the maximum.

8.0 Allocation of Series 2019 Phase 8 Special Assessment Bonds to Properties in the District.

This section of the report takes the cost allocations identified in this report and spreads that cost over the proposed development plan, taking into consideration the costs of issuing the Series 2019 Bonds – which include Phase 7 and Phase 8, Capitalized Interest, Reserve Account Requirements and Cost of Issuance. It should be noted that that the developer, Taylor Morrison Esplanade, has advised the District that it will construct assets within the 2019 Assessment Area to insure that these constructed assets will be an obligation of the completion agreement with Taylor Morrison Esplanade, and such as such, the total infrastructure to be financed by the District is \$7,966,421.03 plus the costs of issuance, as shown in the chart below.

The following chart reflects the preliminary assessment levels for the Series 2019 Bonds.

From the determination of the Par Debt needed to finance the project, we can compute the outstanding per unit debt, and estimated annual debt service payments on the units. The below chart shows the allocation of debt.

Assessment Levels
Series 2019 - Phase 8 Special Assessment Bonds

Parcel Type	Number of Units	Total Apportioned Costs	Completion Agreemnt Obligation of Developer (1)	NET Total Apportioned Costs after Obligaion of Completion	Percent of Apportioned Costs	Series 2019 - Total par Debt by Product Type	Series 2019 Par Debt Per Unit	ESTIMATED Annual Debt Service	Collection Costs and Discounts	ESTIMATED Total Annual Payment Per Unit	Total Debt Service
52'	87	\$ 3,812,954.77	\$ 1,700,000.00	\$ 2,112,954.77	28.86%	\$ 2,372,157.44	\$ 27,266.18	\$ 1,851.83	\$ 129.63	\$ 1,981.46	\$ 161,109.00
57'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62'	29	\$ 1,776,847.83	\$ 760,000.00	\$ 1,016,847.83	13.89%	\$ 1,141,587.68	\$ 39,365.09	\$ 2,673.55	\$ 187.15	\$ 2,860.69	\$ 77,532.82
76'	23	\$ 1,826,379.37	\$ 500,000.00	\$ 1,326,379.37	18.12%	\$ 1,489,090.40	\$ 64,743.06	\$ 4,397.13	\$ 307.80	\$ 4,704.93	\$ 101,134.04
90'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi-family - Esplanade	72	\$ 2,401,342.50	\$ 660,000.00	\$ 1,741,342.50	23.78%	\$ 1,954,958.34	\$ 27,152.20	\$ 1,844.09	\$ 129.09	\$ 1,973.17	\$ 132,774.23
Multi-family - Vercelli	64	\$ 1,674,286.46	\$ 550,000.00	\$ 1,124,286.46	15.36%	\$ 1,262,206.14	\$ 19,721.97	\$ 1,339.45	\$ 93.76	\$ 1,433.21	\$ 85,724.82
Total	275	\$ 11,491,810.93	\$ 4,170,000.00	\$ 7,321,810.93	100.00%	\$ 8,220,000.00					\$ 558,274.90
										Max Annual Debt Service	\$558,274.90
										Rounding	\$ -

(1) The completion agreement obligation is NOT a financial obligation - it is an obligation of the the Developer to ONLY complete the infrastructure, if any exists. If there is no further infrastructure to complete, the column only serves to reduce assessment levels to desired levels.

Flow Way Community Development District

Phase 7 Units were assessed with the Phase 6 and 7 Assessment Proceeding, however the Phase 7 Units were not included with the the Series 2017 - Phase 6 Financing - the below chart adds the Phase 7 Units to this Financing.											
Multi-family - Esplanade	36	\$ 1,079,610.10	\$ 335,000.00	\$ 744,610.10		\$ 840,000.00	\$ 23,333.33	\$ 1,496.42	\$ 104.75	\$ 1,601.17	\$ 53,871.00
										Max Annual Debt Service	\$53,871.00
										Rounding	\$ -

As noted earlier in this report, initially the debt is levied on the lands in the 2019 Assessment Area on an equal acreage basis.

As a part of this financing, the Developer contemplates that it may annex approximately 10.01 acres of land into the District and will consist of 34 – 52’ lots – however, the acquisition of the potential annexed land is not completed and there is no guarantee that this annexation will be accomplished. As such, these 34 lots are contemplated to be constructed within Phase 8 as 52’ Single Family Lots. If the Developer is successful in acquiring this land and the District annexes this land into its boundaries, the District will amend the boundaries of the Phase 8 to include the annexed land and the total assessments contained in the 52’ Product Mix of 34 units will be removed and that debt will be re-allocated to the 34 – 52’ lots that may be annexed into the District.

The below chart shows the affect of that change.

The Developer has advised the District that 34 of the 52' Single Family Product anticipated units at some point in the future, may not be constructed which will require the Developer to pay down the debt associated with that property, or it may develop those units into a 52' product line, in an area that is contemplated to be annexed into the District.	
52' Single Family Product Par Assessment Per Unit	\$ 27,266.18
Number of anticipated units assigned to Hatcher Annexation	<u>34</u>
Total Par Debt Allocated to Hatcher Annexation Area	\$ 927,050.03
52' Single Family Product - Construction Proceeds assigned to Hatcher	\$ 24,286.84
Number of anticipated units assigned to Hatcher Annexation	<u>34</u>
Total Construction Proceeds to Sub-Construction Account:	\$ 825,752.44
Total Paydown Required	
Construction Proceeds Transfer to Prepayment Account	\$ 825,752.44
Developer Requirement (Par Allocation less Prepayment Transfer)	<u>\$ 101,297.59</u>
Total Paydown:	<u>\$ 927,050.03</u>

9.0 Source and Use of the Series 2019 Special Assessment Bonds (Phase 7 and 8 Projects)

**Flow Way Community Development District
Source & Use of Funds
Series 2019 - Phase 7 and 8
Special Assessment Bonds**

PRELIMINARY SIZING			
	PHASE 8	PHASE 7 ADDITION	TOTAL
Par Debt Issued	\$ 8,110,000.00	\$ 840,000.00	\$ 8,950,000.00
Project Costs	\$ 7,221,810.93	\$ 744,610.10	\$ 7,966,421.03
Capitalized Interest	\$275,402.03	\$26,935.50	\$ 302,337.53
Debt Service Reserve	\$275,402.03	\$26,935.50	\$ 302,337.53
Cost of Issuance	\$ 328,391.01	\$ 33,858.99	\$ 362,250.00
Rounding Proceeds	\$ 8,994.00	\$ 7,659.91	\$ 16,653.91
Total:	\$ 8,110,000.00	\$ 840,000.00	\$ 8,950,000.00

10.0 Assessment Roll

Exhibit 1 provides the assessment roll for the Phase 8 Capital Improvement Program, debt service assessments shall be paid in thirty (30) annual installments, excluding any capitalized interest period.

JP Ward and Associates LLC

**Flow Way Community Development District
EXHIBIT 1 - Assessment Roll - Series 2019 - Phase 8 Capital Improvement Program**

Future Development Tract Number	Combined Folio #	Phase 7/8 Acreage Unallocated	Total Unallocated Acrea	Property Owner	Assessment by Acre	Total Assessment by Folio	Planned Units by Folio Number										
							52'	57'	62'	76'	90'	MF (Esplanade)	MF (Vercelli)	MF (Vercelli)	MF (LARGE)	Total Units	
Tract F1	31347500067	48.85	48.85	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 8,284,234.60	53				23		72	64		0	212

Phase 7																		
	31347500067	1.692	1.692	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 287,025.82							18				18	
	26147000345	0.086		Sean P Willman 40 The Terrace, Katonah, NY 10536	\$ -	\$ 27,152.20							1				1	
	26147000361	0.086		Michelle & Christopher Counahan 2880 Deer Hollow, Hudson, OH 44236	\$ -	\$ 27,152.20							1				1	
	26147000387	0.086		Jason E Capitani & Shannah L 3768 Bridport Lane, Oakland TWP, MI 48363	\$ -	\$ 27,152.20							1				1	
	26147000400	0.086		Catherine W Bell 9672 Montelánico Loop, Unit #104, Naples, FL 34114	\$ -	\$ 27,152.20							1				1	
	26147000426	0.086		Kimberley M & James E Richardson 16 Kings Grant Drive, Atkinson, NH 3811	\$ -	\$ 27,152.20							1				1	
	26147000442	0.086		Lisa N Collieran & Charles R Machac 68 Morgan Lane, Basking Ridge, NJ 7920	\$ -	\$ 27,152.20							1				1	
	26147000468	0.086		Donald Stone Jr & Leslie H 3959 Norton Place, Fairfax, VA 22030	\$ -	\$ 27,152.20							1				1	
	26147000484	0.086		Dina Delpriora & George Zeolla 4 Holly Crescent, Hopewell Junction, NY 12533	\$ -	\$ 27,152.20							1				1	
	26147000824	0.086		Ellen Bohn Giltitz & Mark E 47 Hammond Pond Parkway, Chestnut Hill, MA 2467	\$ -	\$ 27,152.20							1				1	
	26147000840	0.086		John William Ryan Trust & Carol Jean Ryan Liv Trust 8673 Montelánico Loop, Unit # 02, Naples, FL 34119	\$ -	\$ 27,152.20							1				1	
	26147000866	0.086		John M Marx & Lorri A 1084 West Oakland Avenue, #624, Johnson City, TN 37604	\$ -	\$ 27,152.20							1				1	
	26147000882	0.086		Kathleen D Edholm Liv Trust & James L Edholm Liv Trust 68 Summer St, Andover, MA 018	\$ -	\$ 27,152.20							1				1	
	26147000905	0.086		Richard C Sullivan & Sandra C 25 Heather Lane, Foster, RI 02825	\$ -	\$ 27,152.20							1				1	
	26147000921	0.086		Joseph P & Yvonne Annesse Lore 9673 Montelánico Loop, Unit #202, Naples, FL 34119	\$ -	\$ 27,152.20							1				1	
	26147000947	0.086		David A & Andrea Annesse Como 24 Hubbs Road, Ballston Lake, NY 12019	\$ -	\$ 27,152.20							1				1	
	26147000963	0.086		Patti L Burch 9673 Montelánico Loop, Unit #204, Naples, FL 34119	\$ -	\$ 27,152.20							1				1	
	26147000248	0.086		David E & Kathryn N Howenstine 9378 Montelánico Loop, Unit #104, Naples, FL 34119	\$ -	\$ 27,152.20							1				1	
	26147000329	0.086		Bryan K & Amanda M Fowler 9578 Montelánico Loop, Unit #204, Naples, FL 34119	\$ -	\$ 27,152.20							1				1	
Total Phase 7 Acres					3.23	1.69								36	0	0	0	36

Phase 8																		
Tract F1	31347500067	11.90	11.90	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 2,018,094.22	53										53	
Tract F1	31347500067	7.87	7.87	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 1,334,318.36			29								29	
Tract F1	31347500067	7.58	7.58	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 1,285,945.50				23							23	
Tract F1	31347500067	6.02	6.02	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 1,020,667.53						72					72	
Tract F1	31347500067	5.47	5.47	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 927,503.96							64				64	
Phase 8 Annex Area	31347500006	10.01	10.01	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 169,600.90	\$ 1,697,705.03	34										34	
Total Phase 8 Acres					48.85	48.85			87	0	29	23	0	72	64	0	0	275

Debt Assignment Allocation	
Total Par Debt Allocated to All Product:	\$ 9,060,000.00
Total Par Debt Allocated to Sold Units	\$ 488,739.58
Total Unallocated Debt	\$ 8,571,260.42
Debt Per Acre for Unallocated Debt	\$ 169,600.90

RESOLUTION NO. 2019-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON TUESDAY, JULY 25, 2019 AT 1:00 P.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of Flow Way Community Development District ("District") has previously adopted Resolution No. 2019-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2019-10, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT:

1. There is hereby declared a public hearing to be held on Thursday, November 25, 2019 at 1:00 p.m., at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida, 34103, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334. Said preliminary assessment roll indicates the areas

to be improved, description of the project to be assessed and the amount expected to be assessed to each benefited piece or parcel of property. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and submit same to the office of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation published within Collier County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give (30) thirty days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 or the offices of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida, 33334. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of June, 2019.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

Andrew Miller, Chairman

RESOLUTION 2019-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES AND PROCEDURES RELATING TO THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Flow Way Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, Section 190.006(9), Florida Statutes provides that meetings of the board of supervisors of a community development district are governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, Section 286.0114, Florida Statutes requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board; and

WHEREAS, Section 286.0114, Florida Statutes provides that the opportunity to be heard on a proposition may be subject to certain rules and policies adopted by the board considering the proposition; and

WHEREAS, the statute further addresses the scope of such rules and policies and the limitations thereon, and provides that if a board adopts rules or policies in conformity with such scope and limitations and follows the same when providing an opportunity for members of the public to be heard, the board is deemed to be acting in compliance with Section 286.0114, Florida Statutes; and

WHEREAS, Section 190.011(5), Florida Statutes provides that the Board of Supervisors (the "Board") of the District may adopt resolutions which may be necessary for the conduct of the District's business; and

WHEREAS, by the adoption of this Resolution, the Board intends to adopt rules and policies in conformity with the scope and limitations provided in Section 286.0114, Florida Statutes; and

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

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated as the findings of the Board.

SECTION 2. APPLICABILITY. The provisions of this Resolution shall apply to meetings of the Board. Any such meeting of the Board shall be referred to generally herein as a "District Meeting".

SECTION 3. PUBLIC COMMENT PERIODS. The Chair, his or her designee, or such other person conducting a District Meeting ("Presiding Officer"), shall ensure that there is at least one period of time ("Public Comment Period") in the meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

a. The Public Comment Period shall be provided at the start of each District Meeting before consideration of items scheduled on the Agenda for consideration.. In the event there is an item that comes before the Board that is not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such item prior to voting on the proposition.

b. Speakers shall be permitted to address any agenda item or non-agenda matter(s) of concern to the District, during the Public Comment Period.

c. To the extent the agenda for the District Meeting includes a specific public hearing that is required by Florida law, all public comments on the agenda item that is the subject to the public hearing will be taken following the opening of the public hearing for said agenda item.

d. Individuals wishing to make a public comment are limited to three (3) minutes per person. A potential speaker may not assign his/her three (3) minutes to extend another speaker's time.

e. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business; provided, however, that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 4. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board at a District Meeting shall identify themselves at the beginning of each Public Comment Period in the manner announced by the Presiding Officer. In the event that public attendance is high and/or if otherwise deemed necessary in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards which will request the following information: (a) the individual's name, address and telephone number; (b) the proposition on which the person desires to be heard; (c) the individual's position on the proposition (i.e., "for," "against," or "undecided"); and (d) if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group.

SECTION 5. PUBLIC DECORUM. The following policies govern public decorum at District Meetings:

a. Each person addressing the Board shall proceed to the place designated assigned for speaking, if any, and should state his or her name and address in an audible tone of voice for the public record.

b. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a member of the Board or a District staff member shall be

permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

c. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any member of the Board, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

d. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

1. The Presiding Officer may declare a recess.
2. The Presiding Officer may contact the local law enforcement authority.
3. In the event a person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

SECTION 6. EXCEPTIONS.

a. The Board recognizes, and the Board or may apply, all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3), Florida Statutes and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

b. This Resolution is being adopted in accordance with Section 286.0114, Florida Statutes existing as of the date of this Resolution. After this Resolution becomes effective, it may be repealed or amended only by subsequent resolution of the Board. Notwithstanding the foregoing, the District may immediately suspend the application of this Resolution, in whole or in part, if the District determines that the Resolution conflicts with Florida law. In the event that the Resolution conflicts with Florida law and its application has not been suspended by the District, this Resolution should be interpreted in the manner that best effectuates the intent of the Resolution while also complying with Florida law. If the intent of the Resolution absolutely cannot be effectuated while complying with Florida law, the Resolution shall be automatically suspended.

SECTION 7. 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 declared invalid.

SECTION 8. CONFLICTS. All Sections or parts of Sections of any Resolutions or actions of the Board in conflict are hereby repealed to the extent of such conflict.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any public comment policy previously adopted by the District.

PASSED AND ADOPTED this 20th day of June, 2019.

**FLOW WAY COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

James P. Ward, Secretary

Andrew Miller, Chairman

RESOLUTION NO. 2019-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2018-17 WHICH RESOLUTION, AMONG OTHER THINGS, DECLARED SPECIAL ASSESSMENTS AND THE MANNER IN WHICH SAID SPECIAL ASSESSMENTS WOULD BE MADE, AND CALLED FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2018, the Board of Supervisors (the "Board") of Flow Way Community Development District (the "District") adopted Resolution 2018-17, which Resolution was entitled as follows:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE; and

WHEREAS, the Board wishes to rescind said resolution in order to cancel the special assessment process initiated pursuant to said Resolution.

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

SECTION 1. RESCINDING 2018-17. The Board hereby rescinds Resolution 2018-17 in its entirety.

SECTION 2. 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 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Flow Way Community Development District this 20th day of June, 2019.

Attest:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Andrew Miller, Chairman

RESOLUTION NO. 2019-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2018-18 WHICH RESOLUTION, AMONG OTHER THINGS, SET A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2018, the Board of Supervisors (the "Board") of Flow Way Community Development District (the "District") adopted Resolution 2018-18, which Resolution was entitled as follows:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON TUESDAY, NOVEMBER 7, 2018 AT 10:00 A.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING A SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE; and

WHEREAS, the Board of Supervisors of the District wishes to rescind said resolution in order to cancel the special assessment process contemplated by said Resolution.

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

SECTION 1. RESCINDING 2018-18. The Board hereby rescinds Resolution 2018-18 in its entirety.

SECTION 2. 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 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Flow Way Community Development District this 20th day of June, 2019.

Attest:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Andrew Miller, Chairman

RESOLUTION 2019-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$[11,000,000] AGGREGATE PRINCIPAL AMOUNT OF ITS FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (PHASE 7 AND PHASE 8 PROJECTS), IN ONE OR MORE SERIES (THE "SERIES 2019 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2019 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2019 BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2019 BONDS AND AWARDING THE SERIES 2019 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2019 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT, A TRUE-UP AGREEMENT, AN ACQUISITION AGREEMENT, AN ASSIGNMENT AGREEMENT, AND A COMPLETION AGREEMENT; PROVIDING FOR THE APPLICATION OF SERIES 2019 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2019 BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Flow Way Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 02-09 of the Board of County Commissioners (the "Board") of Collier County, Florida (the "County"), enacted on February 26, 2002, and effective on March 4, 2002, as amended by Ordinance No. 2016-35 enacted by the Board on November 15, 2016, and effective on November 17, 2016;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and construction of exterior landscaping improvements, water and wastewater improvements, stormwater management improvements, environmental preservation and mitigation and off-site roadway improvements pursuant to the Act (the "Project");

WHEREAS, the District duly adopted Resolution No. 2013-16 on June 11, 2013 (the “Initial Resolution”), authorizing, among other things, the issuance in one or more series of not to exceed \$45,000,000 aggregate principal amount of its Special Assessment Bonds; and

WHEREAS, the District has determined to issue its Flow Way Community Development District Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects), in one or more series, (the “Series 2019 Bonds”), for the purpose, among other things, of providing funds for the payment of the costs of a portion of the District’s Capital Improvement Program as described in the Master Engineer’s Report dated August 2013, as supplemented by the Phase 6 & 7 Engineer’s Report 2017 Project dated October 2017, and the Phase 8 Engineer’s Report 2019 Project dated May 2019, each prepared by Waldrop Engineering and adopted by the District, as the same may be subsequently amended (such portion of the Capital Improvement Program being financed with proceeds of the Series 2019 Bonds is referred to herein as the “Phase 7 and Phase 8 Projects”); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2019 Bonds and submitted to the Board:

(i) a copy of the form of Sixth Supplemental Trust Indenture (“Sixth Supplement”) between U.S. Bank National Association, as successor Trustee (the “Trustee”) and the District attached hereto as **Exhibit A** (the Sixth Supplement, together with the Master Trust Indenture dated as of December 1, 2013, are collectively referred to herein as the “Indenture”); and

(ii) a form of Bond Purchase Contract with respect to the Series 2019 Bonds between FMSbonds, Inc. (the “Underwriter”) and the District attached hereto as **Exhibit B** (the “Bond Purchase Contract”), together with the form of disclosure statements attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes; and

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

(iv) a form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), among the District, Taylor Morrison Esplanade Naples, LLC (the “Developer”), and Lerner Reporting Services, Inc., as dissemination agent, attached hereto as **Exhibit D**; and

(v) a form of Agreement Between Flow Way Community Development District and the Developer Regarding the True-Up and Payment of Phase 7 and Phase 8 Projects Assessments (the “True-Up Agreement”) between the District and the Developer, attached hereto as **Exhibit E**; and

(vi) a form of Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (the “Acquisition Agreement”) between the District and the Developer, attached hereto as **Exhibit F**; and

(vii) a form of Collateral Assignment and Assumption of Development and Contract Rights Relating to the Phase 7 and Phase 8 Projects (the “Assignment Agreement”) between the District and the Developer, attached hereto as **Exhibit G**; and

(viii) a form of Agreement Regarding the Completion of Certain Improvements (the “Completion Agreement”) between the District and the Developer, attached hereto as **Exhibit H**.

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

Section 1. Authorization, Designation and Principal Amount of the Series 2019 Bonds. There are hereby authorized and directed to be issued the District's Flow Way Community Development District Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects), in one or more series (the "Series 2019 Bonds"), in the aggregate principal amount of not to exceed \$[**11,000,000**] for the purposes, among others, of providing funds for the payment of a portion of the costs of the Phase 7 and Phase 8 Projects. The purchase price of the Series 2019 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2019 Bonds as set forth in the Indenture and the Limited Offering Memorandum (as defined below).

Section 2. Designation of Attesting Members. The Chair or the Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Series 2019 Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2019 Bonds and in connection with the application of the proceeds thereof.

Section 3. Details of the Series 2019 Bonds. The District hereby determines that the Series 2019 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Bond Purchase Contract and the Limited Offering Memorandum.

Section 4. Supplemental Trust Indenture. The District hereby approves and authorizes the execution by the Chair or any Designated Member and the Secretary and the delivery of the Sixth Supplement in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of and Sixth Supplement attached hereto.

Section 5. Appointment of Underwriter; Negotiated Sale. FMSbonds, Inc. is hereby appointed the underwriter of the Series 2019 Bonds (the "Underwriter"). The Series 2019 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2019 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2019 Bonds and the institutional market for unrated securities such as the Series 2019 Bonds, it is desirable to sell the Series 2019 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2019 Bonds, it is in the best interests of the District to sell the Series 2019 Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2019 Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2019 Bonds are not sold pursuant to a competitive sale.

Section 6. Bond Purchase Contract.

(i) The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2019 Bonds by the District upon the terms and conditions to be set forth in the Bond Purchase Contract and in compliance with (ii) below are hereby approved. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract will be entered into the official records of the District. Execution by the Chair or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chair of a written offer to purchase the Series 2019 Bonds by the Underwriter substantially in the form of the Bond Purchase Contract, said offer to provide for, among other things, (A) the issuance of not exceeding \$[11,000,000] initial aggregate principal amount of Series 2019 Bonds at an interest rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2019 Bonds are sold, (B) a price of not less than 97.5%, excluding original issue discount, of the par amount of the Series 2019 Bonds, and (C) the final maturity of the Series 2019 Bonds shall not be later than November 1, 2052.

Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2019 Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2019 Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2019 Bonds. The Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Series 2019 Bonds, the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2019 Bonds. The District hereby authorizes the Chair or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 8. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with the Dissemination Agent (as defined below) and the Developer. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange

Commission Rule 15c2-12(b)(5). Lerner Reporting Services, Inc. is hereby appointed as the initial dissemination agent (herein, the "Dissemination Agent").

Section 9. True-Up Agreement. The District does hereby authorize and approve the execution and delivery of a True-Up Agreement by the Chair or a Designated Member, substantially in the form presented to this meeting and attached hereto as **Exhibit E**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the True-Up Agreement attached hereto.

Section 10. Acquisition Agreement. The District does hereby authorize and approve the execution and delivery of an Acquisition Agreement by the Chair or a Designated Member, substantially in the form presented to this meeting and attached hereto as **Exhibit F**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the Acquisition Agreement attached hereto.

Section 11. Assignment Agreement. The District does hereby authorize and approve the execution and delivery of an Assignment Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit G**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the Assignment Agreement attached hereto.

Section 12. Completion Agreement. The District does hereby authorize and approve the execution and delivery of a Completion Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit H**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the Completion Agreement attached hereto.

Section 13. Appointment of Trustee. U.S. Bank National Association is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 14. Application of Bond Proceeds. The proceeds of the Series 2019 Bonds may be applied to (i) pay a portion of the costs of the Phase 7 and Phase 8 Projects, (ii) pay interest on the Series 2019 Bonds, (iii) fund the Series 2019 Debt Service Reserve Account of the Debt Service Reserve Fund, and (iv) pay the costs of issuance of the Series 2019 Bonds.

Section 15. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2019 Bonds, any documents required in connection with implementation of a book-entry system of registration, any other agreements with the Developer and any agreements in connection with maintaining the exclusion of interest on the Series 2019 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents

shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2019 Bonds including any required changes to the District engineer's report or its assessment methodology. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2019 Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 16. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 17. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 18. Engineer's Report. The Board hereby approves of changes to the Engineer's Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Series 2019 Bonds relating to the Phase 7 and Phase 8 Projects.

Section 19. Assessment Methodology Report. The Board authorizes further modifications and supplements to the Assessment Methodology Report previously approved by the Board to conform such report to the marketing and sale of the Series 2019 Bonds.

Section 20. Ratification of Initial Resolution. Except to the extent hereby modified, the Initial Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 21. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of Flow Way Community Development District, this 20th day of June, 2019.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

Andrew Miller, Chairman

EXHIBIT A

FORM OF SIXTH SUPPLEMENT

SIXTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,
As Trustee

Dated as of July 1, 2019

Authorizing and Securing

\$_[_____]

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
(Collier County, Florida)
Special Assessment Bonds, Series 2019
(Phase 7 and Phase 8 Projects)

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	3
ARTICLE II THE SERIES 2019 BONDS	8
SECTION 2.01. Amounts and Terms of Series 2019 Bonds; Issue of Series 2019 Bonds.....	8
SECTION 2.02. Execution.....	8
SECTION 2.03. Authentication.....	8
SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2019 Bonds	8
SECTION 2.05. Debt Service on the Series 2019 Bonds	9
SECTION 2.06. Disposition of Series 2019 Bond Proceeds	10
SECTION 2.07. Book-Entry Form of Series 2019 Bonds.....	10
SECTION 2.08. Appointment of Registrar and Paying Agent.....	11
SECTION 2.09. Conditions Precedent to the Issuance of the Series 2019 Bonds	11
ARTICLE III REDEMPTION OF SERIES 2019 BONDS.....	12
SECTION 3.01. Redemption Dates and Prices.....	12
SECTION 3.02. Notice of Redemption.....	15
ARTICLE IV ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS.....	16
SECTION 4.01. Establishment of Certain Funds and Accounts	16
SECTION 4.02. Series 2019 Revenue Account	20
SECTION 4.03. Power to Issue Series 2019 Bonds and Create Lien.....	21
SECTION 4.04. Project to Conform to Plans and Specifications; Changes	21
SECTION 4.05. Prepayments; Removal of Special Assessment Liens.....	21
ARTICLE V ADDITIONAL COVENANTS OF THE ISSUER.....	22
SECTION 5.01. Collection of Series 2019 Special Assessments.....	22
SECTION 5.02. Additional Covenant Regarding Series 2019_Special Assessments.....	23
SECTION 5.03. Foreclosure of Assessment Lien.....	23
SECTION 5.04. No Additional Bonds; Limitation on Parity Liens	23
SECTION 5.05. Requisite Owners for Direction or Consent	23
SECTION 5.06. Acknowledgment Regarding Series 2019 Acquisition and Construction Account Moneys Following an Event of Default	24
SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement	24
SECTION 5.08. Assignment of District's Rights Under Collateral Assignment	24
ARTICLE VI MISCELLANEOUS PROVISIONS.....	24

SECTION 6.01. Interpretation of Supplemental Indenture	24
SECTION 6.02. Amendments.....	25
SECTION 6.03. Counterparts.....	25
SECTION 6.04. Appendices and Exhibits.....	25
SECTION 6.05. Payment Dates	25
SECTION 6.06. No Rights Conferred on Others	25
SECTION 6.07. Patriot Act Requirements of Trustee	25
SECTION 6.08. Brokerage Requirements	25
SECTION 6.09. Reporting Requirements	25

EXHIBIT A - Form of Series 2019 Bond

EXHIBIT B - Form of Investor Letter

EXHIBIT C- Certificate Relating to Series 2019 Retainage Subaccount

THIS SIXTH SUPPLEMENTAL TRUST INDENTURE dated as of July 1, 2019 (the "Sixth Supplemental Indenture") between FLOW WAY COMMUNITY DEVELOPMENT DISTRICT (the "Issuer" or the "District"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America (said banking association and any bank or trust company becoming successor trustee under this Sixth Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and Ordinance No. 02-09, as amended by Ordinance No. 2016-35, of the Board of County Commissioners of Collier County, Florida (together, the "Ordinance"), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance and operation of certain public infrastructure for the benefit of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer are described more fully in the Ordinance (referred to herein as the "District Lands") and currently consist of approximately 849.40 acres of land located entirely within Collier County, Florida (the "County") which District Lands may be amended from time to time pursuant to expansions or contractions approved by the County; and

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

WHEREAS, the Issuer has heretofore determined to undertake, in various stages, the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain roadway, water, sewer, landscaping, irrigation, storm water management, entry features and recreational improvements and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Trust Indenture dated as of December 1, 2013 (the "Master Indenture") between the District and the Trustee, the "Project"); and

WHEREAS, the Board of Supervisors of the Issuer (the "Board") duly adopted Resolution No. 2013-16 on June 11, 2013, authorizing, among other things, the issuance, in one or more series, of not to exceed \$45,000,000 aggregate principal amount of its Flow Way Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project, as supplemented and amended by Resolution 2019-[] duly adopted by the Board on June 20, 2019, authorizing, among other things, the sale of its Flow Way Community Development District (Collier County, Florida) Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects) in an aggregate principal amount not to exceed \$[] for the

purpose, among other things, of providing funds for the payment of a portion of the costs of the Project (the portion of the Project financed with proceeds of the Series 2019 Bonds is referred to herein as the "Phase 7 and Phase 8 Projects"); and

WHEREAS, pursuant to the Master Indenture and this Sixth Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"), the Issuer has determined to issue \$[_____] original aggregate principal amount of Flow Way Community Development District (Collier County, Florida) Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects) (the "Series 2019 Bonds") to provide funds for the payment of a portion of the costs of the Phase 7 and Phase 8 Projects; and

WHEREAS, the proceeds of the Series 2019 Bonds will be used to provide funds for (i) the payment of a portion of the costs of the Phase 7 and Phase 8 Projects, (ii) the funding of the Series 2019 Debt Service Reserve Account, (iii) the payment of a portion of the interest to come due on the Series 2019 Bonds, and (iv) the payment of the costs of issuance of the Series 2019 Bonds; and

WHEREAS, the Series 2019 Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein which such Pledged Revenues consist primarily of the Series 2019 Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Phase 7 and Phase 8 Projects; and

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2019 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2019 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2019 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2019 Bonds issued hereunder and any other amounts owed hereunder, and any Bonds issued on a parity with the Series 2019 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

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

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2019 Bonds issued and to be issued under this Sixth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise

specifically provided in this Sixth Supplemental Indenture) of any one Series 2019 Bond over any other Series 2019 Bond, all as provided in the Indenture, and any Bonds issued on a parity with the Series 2019 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2019 Bonds issued, and any Bonds issued on a parity with the Series 2019 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2019 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Sixth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Sixth Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Sixth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate of the Issuer for the Series 2019 Bonds relating to certain restrictions on arbitrage under the Code.

“Assessment Methodology” shall mean, collectively, the Special Assessment Report for Series 2019 Phase 7 (Esplanade) and Phase 8 – Series 2019 Bonds dated [_____, 2019], including, without limitation, all exhibits and appendices thereto, and the Supplemental Special Assessment Report for Series 2019 Phase 7 (Esplanade) and Phase 8 – Series 2019 Bonds dated [_____, 2019], including, without limitation, all exhibits and appendices thereto.

“Assessment Resolutions” shall mean Resolution Nos. 2019-__, 2019-__ and 2019-__ of the Issuer dated [June 20, 2019], [June 20, 2019] and July [24], 2019, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2019 Bonds, \$5,000 and any integral multiple thereof; provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2019 Bonds at the time of initial delivery of the Series 2019 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2019 Bonds the investor letter substantially in the form attached hereto as **Exhibit B** or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner

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

“Collateral Assignment” shall mean the Collateral Assignment and Assumption of Development and Contract Rights Relating to the Phase 7 and Phase 8 Projects by and between the Developer and the District and dated July [____], 2019.

“Completion Agreement” shall mean the Agreement Regarding the Completion of Certain Improvements dated as of July [____], 2019, between the Issuer and the Developer, as such agreement may be modified from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2019 Bonds, dated July [____], 2019, by and among the Issuer, the Landowner, and the dissemination agent named herein.

“Debt Service Reserve Requirement” shall mean, with respect to the Series 2019 Bonds, an amount, as calculated from time to time, equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2019 Bonds, which is initially \$[_____] on the date hereof.

“Developer” shall mean Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, and any entity or entities which succeed to all or any part of the interests and assume any or all of the responsibilities of said entities.

“District Manager” shall mean the person or entity serving as the Issuer’s District Manager from time to time.

“Engineer’s Report” shall mean, collectively, the Flow Way Community Development District Phase 6 & 7 Engineer’s Report for the 2017 Project dated October 2017 prepared by Waldrop Engineering, Inc., as amended and supplemented to date, as applicable, and the Flow Way Community Development District Phase 8 Engineer’s Report for the 2019 Project dated [_____, 2019] prepared by Waldrop Engineering, Inc., as amended and supplemented to date, as applicable.

“Indenture” shall mean, collectively, the Master Indenture and this Sixth Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2019.

“Majority Owners” shall mean the Beneficial Owners of more than 50% of the Series 2019 Bonds Outstanding.

“Paying Agent” shall mean U.S. Bank National Association, and its successors and assigns as Paying Agent hereunder.

“Phase 7 and Phase 8 Projects” shall mean Phase 7 and Phase 8 of the Project, as further described in the Engineer’s Report, a portion of which will be financed with proceeds of the Series 2019 Bonds.

“Pledged Revenues” shall mean with respect to the Series 2019 Bonds (a) all revenues received by the Issuer from the Series 2019 Special Assessments levied and collected on that portion of the District Lands benefited by the Phase 7 and Phase 8 Projects, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2019 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2019 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Rebate Fund, or investment earnings thereon and (B) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2019 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions. “Prepayments” shall include, without limitation, Series 2019 Prepayment Principal.

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

“Registrar” shall mean U.S. Bank National Association, and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Resolution” shall mean, collectively, (i) Resolution 2013-16 of the Issuer dated June 11, 2013, pursuant to which the Issuer authorized, among other things, the issuance, in one or more series, of not to exceed \$45,000,000 aggregate principal amount of its special assessment bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain roadway, water, sewer, landscaping, irrigation, storm water management, entry features and recreational improvements and associated professional fees and incidental costs related thereto, for the special benefit of the District Lands or portions thereof, and (ii) Resolution 2019-__ of the Issuer dated June 20, 2019, pursuant to which the Issuer authorized the issuance of the Series 2019 Bonds in an aggregate principal amount not to exceed \$[_____] to finance, among other things, a portion of the costs of the Phase 7 and Phase 8 Projects, specifying the details of the Series 2019 Bonds and delegating

authority to the Chairman or a Designated Member (as defined in the Resolution) to award and sell the Series 2019 Bonds.

“Series 2019 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2019 Bond Redemption Fund” shall mean the Series 2019 Bond Redemption Fund established pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2019 Costs of Issuance Subaccount” shall mean the Account so designated, established as a separate Subaccount within the Series 2019 Acquisition and Construction Account pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2019 Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Sixth Supplemental Indenture.

“Series 2019 General Account” shall mean the Account so designated, established as a separate Account under the Series 2019 Bond Redemption Fund pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2019 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Sixth Supplemental Indenture.

“Series 2019 Prepayment Account” shall mean the Account so designated, established as a separate Account under the Series 2019 Bond Redemption Fund pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2019 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2019 Special Assessments being prepaid.

“Series 2019 Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Sixth Supplemental Indenture.

“Series 2019 Retainage Subaccount” shall mean the Account so designated, established as a separate Account within the Series 2019 Acquisition and Construction Account pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2019 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Sixth Supplemental Indenture.

“Series 2019 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Sixth Supplemental Indenture.

“Series 2019 Special Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Phase 7 and Phase 8 Projects or any portion thereof, which assessments correspond in amount to the debt service on the Series 2019 Bonds.

“Sixth Supplemental Indenture” shall mean this Sixth Supplemental Trust Indenture dated as of July 1, 2019 by and between the Issuer and the Trustee, as supplemented or amended.

“Special Assessments” shall mean the non-ad valorem special assessments levied by the Issuer against developable acreage within the District Lands pursuant to Section 190.022, Florida Statutes, as amended, and the applicable resolutions of the District, and shall include the Series 2019 Special Assessments.

“Substantially Absorbed” shall mean the date on which a principal amount of the Series 2019 Special Assessments equaling at least seventy-five percent (75%) of the then Outstanding principal amount of the Series 2019 Bonds are levied on the District Lands with respect to which a certificate of occupancy has been issued for a structure thereon. Satisfaction of the foregoing definition shall be evidenced by the delivery by the District to the Trustee of a written certificate of the District’s assessment consultant to such effect and upon which the Trustee may conclusively rely.

“True-Up Agreement” shall mean the True-Up Agreement, dated as of July [____], 2019, by and among the Issuer, the Developer and the District Manager.

“Uniform Method” shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the forms of Series 2019 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

ARTICLE II

THE SERIES 2019 BONDS

SECTION 2.01. Amounts and Terms of Series 2019 Bonds; Issue of Series 2019 Bonds. No Series 2019 Bonds may be issued under this Sixth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2019 Bonds that may be issued under this Sixth Supplemental Indenture is expressly limited to \$[_____]. The Series 2019 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2019 Bonds shall be issued substantially in the form attached hereto as **Exhibit A**, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2019 Bonds upon execution of this Sixth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2019 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2019 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2019 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2019 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2019 Bonds.

(a) The Series 2019 Bonds are being issued hereunder in order to provide funds to (i) pay a portion of the costs of the Phase 7 and Phase 8 Projects, (ii) fund the Series 2019 Debt Service Reserve Account, (iii) fund capitalized interest, and (iv) pay the costs of issuance of the Series 2019 Bonds. The Series 2019 Bonds shall be designated "Flow Way Community Development District (Collier County, Florida) Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2019 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2019 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2019 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof

is prior to November 1, 2019, in which case from the date of original issuance of the Series 2019 Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book entry only system of registration of the Series 2019 Bonds, the principal or Redemption Price of the Series 2019 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2019 Bonds. Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book entry only system of registration of the Series 2019 Bonds, the payment of interest on the Series 2019 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2019 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2019 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2019 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2019 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2019 Bonds.

(a) The Series 2019 Bonds will mature on November 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
November 1, 20__		
November 1, 20__		
November 1, 20__		
November 1, 20__		

(b) Interest on the Series 2019 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2019 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2019 Bond Proceeds. From the proceeds of the Series 2019 Bonds received by the Trustee (\$_____):

(a) \$_____, which is an amount equal to the Debt Service Reserve Requirement in respect of the Series 2019 Bonds, shall be deposited in the Series 2019 Debt Service Reserve Account of the Debt Service Reserve Fund,

(b) \$_____ shall be deposited into the Series 2019 Costs of Issuance Subaccount of the Series 2019 Acquisition and Construction Account and applied to pay costs of issuance of the Series 2019 Bonds,

(c) \$_____ shall be deposited into the Series 2019 Retainage Subaccount of the Series 2019 Acquisition and Construction Account to be applied in accordance with Section 4.01(a) hereof;

(d) \$_____ shall be deposited into the Series 2019 Interest Account and applied to pay capitalized interest on the Series 2019 Bonds, and

(d) \$_____, constituting all remaining proceeds of the Series 2019 Bonds, shall be deposited in the Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Phase 7 and Phase 8 Projects in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2019 Bonds. The Series 2019 Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest

Payment Date, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2019 Bonds in the form of fully registered Series 2019 Bonds in accordance with the instructions from Cede & Co.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2019 Bonds, and hereby appoints U.S. Bank National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank National Association as Paying Agent for the Series 2019 Bonds. U.S. Bank National Association accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2019 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2019 Bonds, all the Series 2019 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture, this Sixth Supplemental Indenture, the Completion Agreement, the True-Up Agreement and the Collateral Assignment;
- (c) An opinion of Counsel to the District addressed to the District and the Trustee substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to purchase the Phase 7 and Phase 8 Projects being financed with the proceeds of the Series 2019 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Phase 7 and Phase 8 Projects, (iii) all proceedings undertaken by the Issuer with respect to the Series 2019 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2019 Special Assessments, and (v) the Series 2019 Special Assessments are legal, valid and binding liens upon the property against which such Series 2019 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2019 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Sixth Supplemental Indenture; and

(e) Copies of executed investor letters in the form attached hereto as **Exhibit B** if such investor letter is required, as determined by the Underwriter.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2019 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2019 Bonds.

ARTICLE III

REDEMPTION OF SERIES 2019 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2019 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2019 Bonds shall be made on the dates hereinafter required. If less than all the Series 2019 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2019 Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture. Partial redemptions of Series 2019 Bonds shall be made in such a manner that the remaining Series 2019 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2019 Bond of each maturity.

(a) Optional Redemption. The Series 2019 Bonds may, at the option of the Issuer, be called for redemption prior to maturity in whole or in part at any time on or after November 1, 20__ (less than all Series 2019 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2019 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2019 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2019 Prepayment Principal deposited into the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund following the payment in whole or in part of Series 2019 Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.05(a) of this Sixth Supplemental Indenture, including with excess moneys transferred from the Series 2019 Debt Service Reserve Account to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund resulting from such Series 2019 Special Assessment prepayments pursuant to Section 4.01(f)(ii) of this Sixth Supplemental Indenture.

(ii) on November 1, 2020, from amounts transferred to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund from the Series 2019 Retainage Subaccount in the Series 2019 Acquisition and Construction Account as provided in Section 4.01(a) of this Sixth Supplemental Indenture by the Trustee upon the direction of the District.

(iii) on or after the Completion Date of the Phase 7 and Phase 8 Projects, by application of moneys remaining in the Series 2019 Acquisition and Construction Account, and any subaccounts therein, of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Phase 7 and Phase 8 Projects, all of which shall be transferred as specified in Section 4.01(a) hereof to the Series 2019 General Account of the Series 2019 Bond Redemption Fund, credited toward extinguishment of the Series 2019 Special Assessments and applied toward the redemption of the Series 2019 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2019 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following condemnation or the sale of any portion of the Phase 7 and Phase 8 Projects to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Phase 7 and Phase 8 Projects to the Trustee by or on behalf of the Issuer for deposit into the Series 2019 General Account of the Series 2019 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments which the Issuer shall describe to the Trustee in writing.

(v) following the damage or destruction of all or substantially all of the Phase 7 and Phase 8 Projects to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2019 General Account of the Series 2019 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Phase 7 and Phase 8 Projects would not be economical or would be impracticable.

(vi) from moneys, if any, on deposit in the Series 2019 Funds and Accounts held hereunder (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2019 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(c) Mandatory Sinking Fund Redemption. The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
----------------------	-----------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
----------------------	-----------------------------

*Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2019 Bonds under any provision of this Sixth Supplemental Indenture or directed to redeem Series 2019 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2019 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

ARTICLE IV

**ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL
ASSESSMENT LIENS**

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2019 Acquisition and Construction Account." Proceeds of the Series 2019 Bonds shall be deposited into the Series 2019 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Sixth Supplemental Indenture, together with any excess moneys transferred to the Series 2019 Acquisition and Construction Account, and such moneys in the Series 2019 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture, this Section 4.01(a) and Section 3.01(b)(ii) of this Sixth Supplemental Indenture. After the Completion Date of the Phase 7 and Phase 8 Projects and after retaining in the Series 2019 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Phase 7 and Phase 8 Projects set forth in the Engineers' Certificate establishing such Completion Date, any funds remaining in the Series 2019 Acquisition and Construction Account, and any subaccounts therein, shall be transferred to and deposited into the Series 2019 General Account of the Series 2019 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2019 Bonds.

There is hereby established within the Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2019 Retainage Subaccount." Amounts on deposit in the Series 2019 Retainage Subaccount of the Series 2019 Acquisition and Construction Account shall be retained therein and shall not be available to pay Costs of the Phase 7 and Phase 8 Projects, unless and until the District shall have delivered to the Trustee a certificate, on which the Trustee may conclusively rely, in the form attached hereto as Exhibit C and the Trustee shall transfer all amounts on deposit in the Series 2019 Retainage Subaccount to the Series 2019 Acquisition and Construction and close the Series 2019 Retainage Subaccount all as provided in such certificate. If the Trustee has not received the certificate set forth in Exhibit C on or before September [], 2020, any amounts in the Series 2019 Retainage Subaccount in the Series 2019 Acquisition and Construction Account on September 15, 2020, shall be transferred to and deposited in the Series 2019 Prepayment Account in the Series 2019 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2019 Bonds on November 1, 2020, in the manner prescribed in the form of Series 2019 Bond set forth as Exhibit A hereto and then close the Series 2019 Retainage Subaccount.

There is hereby established within the Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2019 Costs of Issuance Subaccount." Amounts in the Series 2019 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2019 Bonds. Six months after the date of issuance of the Series 2019 Bonds, any moneys remaining in the Series 2019 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2019 Bonds shall be deposited into the Series 2019 Acquisition and

Construction Account and applied as set forth in Article V of the Master Indenture, this Section 4.01(a) and Section 3.01(b)(ii) of this Sixth Supplemental Indenture.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2019 Revenue Account." Series 2019 Special Assessments (except for Prepayments of Series 2019 Special Assessments which shall be identified as such by the District when deposited with the Trustee which shall be deposited in the Series 2019 Prepayment Account) shall be deposited by the Trustee into the Series 2019 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019 Principal Account." Moneys shall be deposited into the Series 2019 Principal Account as provided in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019 Interest Account." Proceeds of the Series 2019 Bonds shall be deposited into the Series 2019 Interest Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture. Moneys deposited into the Series 2019 Interest Account pursuant to Article VI of the Master Indenture and Sections 2.06 and 4.02 of this Sixth Supplemental Indenture shall be applied for the purposes as provided in such sections.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019 Sinking Fund Account." Moneys shall be deposited into the Series 2019 Sinking Fund Account as provided in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Sixth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2019 Debt Service Reserve Account."

(i) Proceeds of the Series 2019 Bonds shall be deposited into the Series 2019 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this Sixth Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2019 Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On the date that is forty-five (45) days prior to each Quarterly Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2019 Debt Service Reserve Account and transfer any

excess therein (except for excess resulting from interest earnings) above the Debt Service Reserve Requirement for the Series 2019 Bonds as follows: (A) prior to the Completion Date of the Phase 7 and Phase 8 Projects, to the Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Phase 7 and Phase 8 Projects, such amounts shall be retained in the Series 2019 Debt Service Reserve Account until otherwise applied as set forth herein including redemption in accordance with Section 3.01(b)(i) hereof.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2019 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Sixth Supplemental Indenture, the District shall determine the Debt Service Reserve Requirement for the Series 2019 Bonds taking into account such optional prepayment and shall direct the Trustee to transfer any amount on deposit in the Series 2019 Debt Service Reserve Account in excess thereof (except for excess resulting from interest earnings) from the Series 2019 Debt Service Reserve Account to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund, as a credit against the Series 2019 Prepayment Principal otherwise required to be made by the owner of such lot or parcel.

(iii) Earnings on investments in the Series 2019 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2019 Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2019 Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2019 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2019 Debt Service Reserve Account shall be deposited to the credit of the Series 2019 Debt Service Reserve Account until the amount on deposit therein equals the Debt Service Reserve Requirement for the Series 2019 Bonds; and

(B) As long as there exists no default under the Indenture to the actual knowledge of the officers of the Trustee responsible for the administration of the trust estate and the amount in the Series 2019 Debt Service Reserve Account is not reduced below the then Debt Service Reserve Requirement, then earnings on investments in the Series 2019 Debt Service Reserve Account shall be applied as follows: (x) prior to the Completion Date of the Phase 7 and Phase 8 Projects, to the Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Phase 7 and Phase 8 Projects, to the Series 2019 Revenue Account of the Revenue Fund. If there then exists an Event of Default, investment earnings shall be retained in the Series 2019 Debt Service Reserve Account and applied as provided herein and in the Master Indenture.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the “Series 2019 Bond Redemption Fund” and within such Fund, a “Series 2019 General Account” and a “Series 2019 Prepayment Account.” Except as otherwise provided in this Sixth Supplemental Indenture, moneys to be deposited into the Series 2019 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2019 General Account of the Series 2019 Bond Redemption Fund. Prepayments of Series 2019 Special Assessment and, if applicable, transfer of amounts in the Series 2019 Retainage Subaccount pursuant to Section 4.01 hereof, shall be deposited directly into the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund as provided in the Indenture.

(h) (i) Moneys in the Series 2019 General Account of the Series 2019 Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2019 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2019 General Account of the Series 2019 Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) hereof an amount of Series 2019 Bonds equal to the amount of money transferred to the Series 2019 General Account of the Series 2019 Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption on each Interest Payment Date on which Series 2019 Bonds are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2019 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of Series 2019 Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) an amount of Series 2019 Bonds equal to the amount of money transferred to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund pursuant to the aforesaid provisions, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) hereof.

SECTION 4.02. Series 2019 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2019 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each February 1, May 1, August 1 and November 1, to the Series 2019 Interest Subaccount of the Debt Service Fund, an amount from the Series 2019 Revenue Account equal to the interest on the Series 2019 Bonds due on such February 1, May 1, August 1 or November 1, if any, less any amounts on deposit in the Series 2019 Interest Subaccount not previously credited;

SECOND, no later than the Business Day next preceding each November 1, to the Series 2019 Principal Account of the Debt Service Fund, an amount from the Series 2019 Revenue Account equal to the principal amount of Series 2019 Bonds Outstanding maturing on such November 1, if any, less any amounts on deposit in the Series 2019 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, to the Series 2019 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2019 Revenue Account equal to the principal amount of Series 2019 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2019 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2019 Debt Service Reserve Account, an amount from the Series 2019 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2019 Bonds;

FIFTH, on the forty-fifth (45th) day preceding a Quarterly Redemption Date (or if such day is not a Business day on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2019 Prepayment Account, and, if the balance therein is greater than zero, shall transfer from the Series 2019 Revenue Account for deposit into the Series 2019 Prepayment Account 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 2019 Bonds on such Quarterly Redemption Date, if any; and

SIXTH, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2019 Revenue Account and applied on subsequent dates for the purposes and in the priority set forth above, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2019 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2019 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2019 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2019 Bonds, except for Bonds issued to refund all or a portion of the Series 2019 Bonds. The Series 2019 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2019 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Project, as described in the Engineer's Report, in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2019 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, shall, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2019 Special Assessments by paying to the Issuer all or a portion of the Series 2019 Special Assessment, which shall constitute Series 2019 Prepayment Principal, as directed in writing by the Issuer, plus accrued interest to the next succeeding Quarterly Redemption Date (or the second succeeding Quarterly Redemption Date if such prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date), attributable to the property subject to Series 2019 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2019 Bonds in the event the amount in the Series 2019 Debt Service Reserve Account will exceed the Debt Service Reserve Requirement for the Series 2019 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Sixth Supplemental Indenture of Series 2019 Bonds, so long as no Event of Default has occurred and has not been cured, the excess amount shall be transferred from the Series 2019 Debt Service Reserve Account to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund, as a credit against the Series 2019 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2019 Debt Service Reserve Account to equal or exceed the Debt Service Reserve Requirement for the Series 2019 Bonds and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2019 Bonds,

there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2019 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2019 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify such amounts as Series 2019 Prepayment Principal, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2019 Special Assessment has been paid in whole or in part and that such Series 2019 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Sixth Supplemental Indenture, to the redemption of Series 2019 Bonds in accordance with Section 3.01(b)(i) of this Sixth Supplemental Indenture.

ARTICLE V

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2019 Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, at all times prior to the Issuer's Fiscal Year beginning October 1, [2019], the Series 2019 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto. Commencing in the Issuer's Fiscal Year beginning October 1, [2019], pursuant to Section 9.04 of the Master Trust Indenture, Series 2019 Special Assessments levied on platted lots and pledged hereunder to secure the Series 2019 Bonds will be collected pursuant to the Uniform Method. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the direction of the Majority Owners, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2019 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2019 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2019 Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Additional Covenant Regarding Series 2019 Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2019 Special Assessments, including the Assessment Resolutions and the Assessment Methodology, and to levy the Series 2019 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2019 Bonds, when due. The Assessment Methodology shall not be amended without written consent of the Majority Owners.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2019 Special Assessments and Series 2019 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2019 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2019 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2019 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2019 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2019 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2019 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

SECTION 5.04. No Additional Bonds; Limitation on Parity Liens. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants that so long as there are any Series 2019 Bonds Outstanding and the Series 2019 Special Assessments have not been Substantially Absorbed, the Issuer shall not issue Bonds or other debt obligations, other than refunding bonds, secured by Special Assessments for capital projects on the District Lands subject to the Series 2019 Special Assessments. The Issuer further covenants that so long as there are any Series 2019 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Pledged Revenues, except for refunding bonds.

SECTION 5.05. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.06. Acknowledgment Regarding Series 2019 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2019 Bonds, the Series 2019 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2019 Bonds, (i) the Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2019 Acquisition and Construction Account (and any Subaccounts therein) of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay costs of the Project or otherwise) without the consent of the Majority Owners and (iii) the Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners may act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Series 2019 Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the directions of the Majority Owners.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Sixth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2019 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Sixth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Sixth Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Sixth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Sixth 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 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Sixth Supplemental Indenture are hereby incorporated herein and made a part of this Sixth Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, Quarterly Redemption Date or the maturity date of the Series 2019 Bonds or the date fixed for the redemption of any Series 2019 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 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2019 Bonds.

SECTION 6.07. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 6.08. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

SECTION 6.09. Reporting Requirements. With respect to the Series 2019 Bonds, the District shall not be required to file with the Trustee the annual report and insurance certificate required by Section 9.17 of the Master Indenture or the annual budget required by Section 9.20 of the Master Indenture unless such reports are requested by the Trustee in writing. The District shall maintain such reports in its records and such reports shall be available for inspection by the Trustee and the Bondholders, upon request.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Flow Way Community Development District has caused this Sixth Supplemental Trust Indenture to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Sixth Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

SEAL

**FLOW WAY COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

By: _____

Andrew Miller, Chairman
Board of Supervisors

James P. Ward, Secretary

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

By: _____

Scott Schuhle, Vice President

EXHIBIT A

FORM OF SERIES 2019 BOND

R-__

\$_____

UNITED STATES OF AMERICA

STATE OF FLORIDA

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

(Collier County, Florida)

Special Assessment Bonds, Series 2019

(Phase 7 and Phase 8 Projects)

Interest	Maturity		
<u>Rate</u>	<u>Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
[__]%	November 1, 20[__]	July [__], 2019	34347V __

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Flow Way Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank National Association, located in Ft. Lauderdale, Florida, as paying agent (said bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the principal amount set forth above with interest thereon at the rate per annum set forth above, payable on the first day of May and November of each year, commencing November 1, 2019. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank National Association located in Ft. Lauderdale, Florida in lawful money of the United States of America; provided, however, presentation is not required while this Bond is registered in book-entry only. Except when registration of this Bond is being maintained pursuant to a book-entry only system, interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said Registrar and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth (15th) day of the calendar month preceding each interest payment date or the date on which the principal of this Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case

from such date of authentication, or unless the date hereof is prior to November 1, 2019, in which case from the dated date of this Bond specified above, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). The foregoing notwithstanding, any Owner of Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, COLLIER COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY, AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2019 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, COLLIER COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized series of Bonds of Flow Way Community Development District (the "District"), a community development district duly created, organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 02-09 enacted by the Board of County Commissioners of Collier County, Florida (the "Board") on February 26, 2002, as amended by Ordinance No. 2016-35 enacted by the Board on November 15, 2016, designated as "Flow Way Community Development District (Collier County, Florida) Special Assessment Bonds, Series 2019 (Phase 7 and Phase 8 Projects) (the "Series 2019 Bonds"), in the aggregate principal amount of \$[] of like date, tenor and effect, except as to number. The Series 2019 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including

particularly the Act. Proceeds of the Series 2019 Bonds shall be used to (i) pay a portion of the costs of the Phase 7 and Phase 8 Projects, (ii) fund the Debt Service Reserve Requirement for the Series 2019 Bonds, (iii) the payment of a portion of the interest to come due on the Series 2019 Bonds, and (iv) pay the costs of issuance of the Series 2019 Bonds. The Series 2019 Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Series 2019 Bonds are issued under, and are secured and governed by, a Master Trust Indenture dated as of December 1, 2013 (the "Master Indenture"), by and between the Issuer and the Trustee, as supplemented and amended by a Sixth Supplemental Trust Indenture dated as of July 1, 2019 (the "Sixth Supplemental Indenture"), by and between the Issuer and the Trustee (the Master Indenture and this Sixth Supplemental Indenture together are referred to herein as the "Indenture"), executed counterparts of which are on file at the designated corporate trust office of the Trustee in Ft. Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2019 Bonds issued under the Indenture, the operation and application of the Series 2019 Debt Service Reserve Account and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and interest on the Series 2019 Bonds, the levy, and the evidencing and certifying for collection, of Series 2019 Special Assessments, the nature and extent of the security for the Series 2019 Bonds, the terms and conditions on which the Series 2019 Bonds are issued and on which additional Bonds and refunding Bonds payable from Pledged Revenues may be issued on a parity herewith, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2019 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2019 Bonds.

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

It is expressly agreed by the registered owner of this Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Collier County, Florida, the State of Florida or any political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, Collier County, Florida, the State of Florida or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Series 2019 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the registered owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy, and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2019 Special Assessments to secure and pay the Series 2019 Bonds.

The Series 2019 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2019 Bonds shall be made on the dates specified below. If less than all the Series 2019 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2019 Bonds to be redeemed will be selected as provided in the Master Indenture. Partial redemption of Series 2019 Bonds shall be made in such a manner that the remaining Series 2019 Bonds held by each Bondholder shall be in Authorized Denominations.

Optional Redemption

The Series 2019 Bonds may, at the option of the Issuer, be called for redemption prior to maturity in whole or in part at any time on or after November 1, 20__ (less than all Series 2019 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2019 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the redemption date.

Extraordinary Mandatory Redemption.

The Series 2019 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed, plus interest accrued to the redemption date as follows:

(i) from Series 2019 Prepayment Principal deposited into the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund following the payment in whole or in part of Series 2019 Special Assessments on any portion of the District Lands in accordance with the provisions of the Indenture, including with excess moneys transferred from the Series 2019 Debt Service Reserve Account to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund resulting from such Series 2019 Special Assessment prepayments pursuant to the Indenture.

(ii) on November 1, 2020, from amounts, if any, transferred to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund from the Series 2019 Retainage Subaccount in the Series 2019 Acquisition and Construction Account as provided in the Indenture.

(iii) on or after the Completion Date of the Phase 7 and Phase 8 Projects, by application of moneys remaining in the Series 2019 Acquisition and Construction Account, or any subaccounts therein, of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Phase 7

and Phase 8 Projects, all of which shall be transferred to the Series 2019 General Account of the Series 2019 Bond Redemption Fund, credited toward extinguishment of the Series 2019 Special Assessments and applied toward the redemption of the Series 2019 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2019 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following condemnation or the sale of any portion of the Phase 7 and Phase 8 Projects to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Phase 7 and Phase 8 Projects to the Trustee by or on behalf of the Issuer for deposit into the Series 2019 General Account of the Series 2019 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments which the Issuer shall describe to the Trustee in writing.

(v) following the damage or destruction of all or substantially all of the Phase 7 and Phase 8 Projects to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2019 General Account of the Series 2019 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Phase 7 and Phase 8 Projects would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(vi) from moneys, if any, on deposit in the Series 2019 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2019 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

Mandatory Sinking Fund Redemption.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*Maturity.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect

the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. If at the time of mailing of notice of an redemption the Issuer shall not have deposited with the Trustee moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, then the notice of redemption shall be entitled "CONDITIONAL NOTICE OF REDEMPTION" or "CONDITIONAL NOTICE OF PURCHASE," as appropriate, and shall expressly state that the redemption or purchase, as appropriate, is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the redemption price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

This Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company, New York, New York ("DTC"), which shall act as securities depository for the Bonds, with no physical distribution of Bonds to be made. Any provisions of the Indenture or this Bond requiring physical delivery of Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants ("DTC Participants") and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"). DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the registered owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Ft. Lauderdale, Florida. Except when registration of the Bonds is being maintained pursuant to a book-entry-only system, the Bonds may be transferred or

exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of Bonds, but the Issuer may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the Issuer nor the Registrar shall be required (a) to transfer or exchange Bonds for a period of fifteen (15) days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bond called for redemption in whole or in part.

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

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

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

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

[SEAL]

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

By: _____
Chairman
Board of Supervisors

Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: July __, 2019

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Vice President

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Collier County, Florida, rendered on the 29th day of October, 2013.

Chairman, Board of Supervisors

Secretary, Board of Supervisors

ABBREVIATIONS

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

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

UNIFORM GIFT MIN ACT - _____ Custodian
(Cust) (Minor)
under Uniform Gifts to Minors Act
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

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

EXHIBIT B

FORM OF INVESTOR LETTER

[Date]

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

Re: \$[_____] Flow Way Community Development District Special
Assessment Bonds, Series 2019

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the "Investor") of \$_____ of the above-referenced Bonds [state maturing on November 1, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the "Investor Bonds").

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

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

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

a bank, insurance company, registered investment company, business development company, or small business investment company;

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

a charitable organization, corporation, or partnership with assets exceeding \$5 million;

a business in which all the equity owners are “accredited investors”;

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

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

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

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2019 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

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

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

EXHIBIT C

**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
(Collier County, Florida)**

\$_[_____]
Special Assessment Bonds, Series 2019
(Phase 7 and Phase 8 Projects)

CERTIFICATE RELATING TO SERIES 2019 RETAINAGE SUBACCOUNT

U.S. Bank National Association
Fort Lauderdale, Florida

Ladies and Gentlemen:

With reference to the issuance by the Flow Way Community Development District (the "District") of its \$[_____] Special Assessment Bonds, Series 2019 (the "Series 2019 Bonds"), being issued pursuant to that certain Master Trust Indenture dated as of December 1, 2013, by and between the District and U.S. Bank National Association, as successor trustee (the "Trustee"), as supplemented by a Sixth Supplemental Trust Indenture dated as of July 1, 2019 (the "Sixth Supplement" and, together with the Master Indenture, the "Indenture"), the District hereby delivers this certificate as required by Section 4.01(a) of the Sixth Supplement and states as follows:

1. The District hereby certifies that the lands known as the "Hatcher" parcel (the "Expansion Parcel") has been annexed into the District and that Series 2019 Special Assessments have been imposed and levied on such lands within the Expansion Parcel.
2. The aggregate principal amount of such Series 2019 Special Assessments imposed on District Lands within the Expansion Parcel is \$_____.
3. The District hereby certifies that it has received amendments (or amendments and restatements) executed by both the Developer and the District, where applicable, to the following agreements: (a) Lien of Record of Flow Way Community Development District, (b) Agreement Regarding the Completion of Certain Improvements, (c) Collateral Assignment and Assumption of Development and Contract Rights Relating to the Phase 7 and Phase 8 Projects, (d) Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments, and (e) Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property, which provide for the inclusion of the Expansion Parcel lands within

the terms of such existing agreements and providing no other substantive changes to such agreements.

4. You are hereby directed to transfer all amounts in the Series 2019 Retainage Subaccount into the Series 2019 Acquisition and Construction Account to be used for the purposes of such Account and close the Series 2019 Retainage Subaccount.

DATED: _____, 20__.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
[RESPONSIBLE OFFICER]

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

§ _____
FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
(COLLIER COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2019 (PHASE 8 PROJECT)

BOND PURCHASE CONTRACT

_____, 2019

Board of Supervisors
Flow Way Community Development District
Collier County, Florida

Dear Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Flow Way Community Development District (the "District"). The District is located entirely within an unincorporated area of 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 10:00 [P.M.] prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$ _____ aggregate principal amount of Flow Way Community Development Special Assessment Bonds, Series 2019 (Phase 8 Project) (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in the Preliminary Limited Offering Memorandum and in Exhibit B attached hereto. The purchase price for the Bonds shall be \$ _____ (representing the \$ _____ aggregate principal amount of the 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 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law

(collectively, the "Act"), and by Ordinance 02-09 of the Board of County Commissioners of Collier County, Florida (the "County"), enacted on February 26, 2002, and effective on March 4, 2002, as amended by Ordinance No. 2016-35 enacted by the County on November 15, 2016 (collectively, the "Ordinance"). The Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of December 1, 2013 (the "Master Indenture"), as supplemented by a Sixth Supplemental Trust Indenture dated as of July 1, 2019 (the "Sixth 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") and Resolution No. 2013-16 and Resolution No. 2019-[] adopted by the Board of Supervisors of the District (the "Board") on June 11, 2013 and June 20, 2019, respectively (collectively, the "Bond Resolution"). The Series 2019 Special Assessments, the revenues from which comprise the Series 2019 Pledged Revenues, have been levied by the District on the lands within the District specially benefited by the Phase 8 Project pursuant to the Assessment Resolutions (as such term is defined in the Sixth Supplemental Indenture).

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

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

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

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase

Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

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

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

(2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or 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.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated _____, 2019 (the "Preliminary Limited Offering Memorandum"), of the District, relating to the 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 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District hereby represents that it has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum by the Underwriter in connection with the limited offering of the 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) business dates 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 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby authorizes the use by the Underwriter of the Limited Offering Memorandum with respect to the Bonds.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company (the "Developer") and Lerner Reporting Services, Inc., as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as Appendix E thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the Agreement Regarding the Completion of Certain Improvements by and between the District and the Developer, 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 Phase 8 Project in recordable form by and among the Developer and District to be dated as of the Closing Date (the "Collateral Assignment"), and 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") 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 Resolution; (ii) enter into the Financing Documents and Ancillary Agreements; (iii) sell, issue and deliver the Bonds to the Underwriter as provided

herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (v) authorize the delivery and use of the Preliminary Limited Offering Memorandum and authorize the execution, delivery and use 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 a Collection Agreement with the County Tax Collector and County Property Appraiser to provide for the collection of the Series 2019 Special Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Bonds;

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

(d) 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 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 Assessments Resolution, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Financing Documents or the Ancillary Agreements;

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

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements and the Phase 8 Project to the extent referred to in the Preliminary Limited Offering Memorandum, conform in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements and the Phase 8 Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2019 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 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 Series 2019 Special Assessments or the pledge of and lien on the Series 2019 Pledged Revenues, pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Phase 8 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and Ancillary Agreements to which the District is a party; (iv) contesting the federal tax exempt status of the 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 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 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (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 in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX

MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) the date that is ninety (90) days from the end of the "Underwriting Period" as defined in 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 Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the 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) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the Series 2019 Pledged Revenues.

7. **Closing.** At 10:00 a.m. prevailing time on July [], 2019 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

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

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

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

(4) The opinion, dated as of the closing date, addressed to the District of Bryant Miller Olive P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix B, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

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

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, Bond Counsel, the Underwriter and Underwriter's counsel, of Coleman, Yovanovich & Koester, P.A., counsel to the District, in the form annexed as Exhibit D hereto or otherwise in form and substance acceptable to the Underwriter;

(7) 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;

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

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, the Underwriter and Underwriter's Counsel, of J. Wayne Crosby, P.A., counsel to the Developer, in the form annexed as Exhibit E hereto or otherwise in form and substance acceptable to the Underwriter;

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

(11) A copy of the Ordinance;

(12) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of

the Closing Date; (iii) except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2019 Special Assessments as required by the Indenture and any related District agreements; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2019 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

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

(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 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;

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

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

(18) A certificate of the District manager and methodology consultant in the form annexed as Exhibit H hereto or otherwise in form acceptable to the Underwriter;

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

(20) 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 the County, validating the Bonds and appropriate certificate of no-appeal;

(22) [Copies of the final "Flow Way Community Development District Series 2019 – Phase 8 Capital Improvement Program Special Assessment Report" dated _____, 2019, as supplemented by the "Supplemental Special Assessment Report for Series 2019 [Phase 7 (Esplanade) and Phase 8 Bonds]" dated as of the date hereof to reflect the final pricing of the Series 2019 Bonds (collectively, the "Assessment Methodology") relating to the Bonds];

(23) A copy of the "Flow Way Community Development District Master Engineer's Report" dated August 2013 and "Flow Way Community Development District Phase 8 Engineer's Report 2018 Project" dated [_____], 2019 (collectively, the "Engineer's Report");

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

(25) A Declaration of Consent to Imposition of Special Assessments of the Developer with respect to all real property which is subject to the Series 2019 Special Assessments in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(26) Acknowledgments in recordable form by all mortgage holder(s) on lands within any Assessment Area as to the superior lien of the Series 2019 Special Assessments in form and substance acceptable to Underwriter and Underwriter's Counsel.

(27) Evidence acceptable to the Underwriter in its sole discretion that the District has (i) adopted continuing disclosure policies and procedures sufficient to ensure future compliance with the District's continuing disclosure obligations under the Disclosure Agreement, and (ii) engaged a dissemination agent acceptable to the Underwriter for the Series 2019 Bonds;

(28) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Bonds and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreement, (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure compliance with its obligations under the Disclosure Agreement and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future; and

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

Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

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

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (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 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the 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 Bonds, or the market price generally of obligations of the general character of the Bonds; (ii) the District or the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Developer, other than in the ordinary course of their respective business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then

supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2019 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the 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, special counsel to the Developer to the extent the work of such counsel is directly related to the issuance of the Bonds, the District's methodology consultant, the Consulting 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 Bonds. The District shall record all documents required to be provided in recordable form hereunder within one business day after the Closing Date, which obligation shall survive the Closing.

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

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

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at

JPWard and Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, Attention: James P. Ward, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

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

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

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

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

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

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

[Signature page follows.]

Very truly yours,

FMSBONDS, INC.

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

Accepted and agreed to this
____ day of _____, 2019.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
_____,
_____, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

_____, 2019

Flow Way Community Development District
Collier County, Florida

Re: \$ _____ Flow Way Community Development District Special Assessment Bonds,
Series 2019 (Phase 8 Project)

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), FMSbonds, Inc. (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract dated _____, 2019 (the "Bond Purchase Contract"), by and between the Underwriter and Flow Way Community Development District (the "District"), furnishes the following information in connection with the Limited Offering and sale of the Bonds:

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

The District is proposing to issue \$ _____ aggregate amount of the Bonds to provide funds for (i) the payment of a portion of the costs of the Phase 8 Project (as described herein), (ii) the funding of the Series 2019 Debt Service Reserve Account, and (iii) the payment of the costs of issuance of the Bonds. This debt or obligation is expected to be repaid over a period of approximately _____ () years and _____ () months. At a net interest cost of approximately _____ % for the Bonds, total interest paid over the life of the Bonds will be \$ _____.

The source of repayment for the Bonds is the Series 2019 Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately \$_____ of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2019 Special Assessments in the amount of the principal of and interest to be paid on the Bonds.

The address of the Underwriter is:

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

Sincerely,

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

SCHEDULE I

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

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price:** \$ _____ (representing the \$ _____ aggregate principal amount of the Series 2019 Bonds, [plus/less net original issue premium/discount of \$ _____ and] less an underwriter's discount of \$ _____)

2. **Principal Amounts, Maturities, Interest Rates and Prices:**

<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Price</u>
---------------	-----------------	----------------------	--------------

*Priced to the first optional call date of _____ 1, 20__.

The Underwriter has offered the Series 2019 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2019 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

3. **Redemption Provisions:**

Optional Redemption

The Series 2019 Bonds may, at the option of the Issuer, be called for redemption prior to maturity in whole or in part at any time on or after November 1, 20__ (less than all Series 2019 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2019 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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> <u>(November 1)</u>	<u>Amortization</u> <u>Installment</u>
------------------------------------	---

*

* Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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> <u>(November 1)</u>	<u>Amortization</u> <u>Installment</u>
------------------------------------	---

*

* Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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> <u>(November 1)</u>	<u>Amortization</u> <u>Installment</u>
------------------------------------	---

*

* Maturity.

The Series 2019 Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2019 Sinking Fund Account established under the Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of 100% 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:

Year (November 1)	Amortization Installment
------------------------------	-------------------------------------

*

* Maturity.

Upon any purchase or redemption of Series 2019 Bonds other than in accordance with scheduled Sinking Fund Installments, the District shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Series 2019 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2019 Bonds. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Series 2019 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2019 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Quarterly Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

- (i) from Series 2019 Prepayment Principal deposited into the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund following the payment in whole or in part of Series 2019 Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.05(a) of the Sixth Supplemental Indenture, including with excess moneys transferred from the Series 2019 Debt Service Reserve Account to the Series 2019 Prepayment Account of the Series 2019 Bond Redemption Fund resulting from such Series 2019 Special Assessment prepayments pursuant to Section 4.01(f)(ii) of the Sixth Supplemental Indenture.

(ii) on or after the Completion Date of the Phase 8 Project, by application of moneys remaining in the Series 2019 Acquisition and Construction Account, and any subaccounts therein, of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Phase 8 Project, all of which shall be transferred as specified in Section 4.01(a) of the Sixth Supplemental Indenture to the Series 2019 General Account of the Series 2019 Bond Redemption Fund, credited toward extinguishment of the Series 2019 Special Assessments and applied toward the redemption of the Series 2019 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2019 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Phase 8 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Phase 8 Project to the Trustee by or on behalf of the District for deposit into the Series 2019 General Account of the Series 2019 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Phase 8 Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2019 General Account of the Series 2019 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2019 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Phase 8 Project would not be economical or would be impracticable.

(v) from moneys, if any, on deposit in the Series 2019 Funds and Accounts held hereunder (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2019 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

July __, 2019

Flow Way Community Development District
Collier County, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$ _____ Flow Way Community Development District Special Assessment
Bonds, Series 2019 (Phase 8 Project)

Ladies and Gentlemen:

We have served as Bond Counsel to the Flow Way Community Development District (the "Issuer") in connection with the issuance by the Issuer of its \$ _____ Special Assessment Bonds, Series 2019 (Phase 8 Project) (the "Series 2019 Bonds"). The Series 2019 Bonds are being issued pursuant to Resolution No. 2013-16 duly adopted by the Board of Supervisors of the Issuer (the "Board") on June 11, 2013, as supplemented and amended by Resolution No. 2018-3 duly adopted by the Board on November 8, 2017 (collectively, the "Resolution"). The Series 2019 Bonds are being further issued under and are secured by a Master Trust Indenture dated as of December 1, 2013 (the "Master Indenture"), as supplemented and amended by a Sixth Supplemental Trust Indenture, dated as of July 1, 2019 (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank National Association, as trustee.

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

The opinions expressed herein are supplemental to and are subject to all qualifications, assumptions, limitations, caveats and reliances contained in our bond counsel opinion rendered to the Issuer as of the date hereof pertaining to the Series 2019 Bonds (the "Bond Counsel Opinion"). FMSbonds, Inc. may rely on the Bond Counsel Opinion as though such opinion were addressed to FMSbonds, Inc.

(1) We have reviewed the statements contained in the Limited Offering Memorandum under the sections "DESCRIPTION OF THE SERIES 2019 BONDS" (except for the information contained in the section captioned thereunder "Book-Entry System" as to which no opinion is expressed), and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2019 BONDS" (except for the information in the section captioned "Collateral Assignment and Assumption of Development and Contract Rights," as to which no opinion is expressed) and believe that insofar as such statements purport to summarize certain provisions of the Indenture and the Series 2019 Bonds, such statements are accurate summaries of the provisions purported

to be summarized. We have also reviewed the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believe that such information is accurate.

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

(2) The Series 2019 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

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

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

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

July __, 2019

Flow Way Community
Development District
Collier County, Florida

U.S. Bank National Association
Ft. Lauderdale, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Bryant Miller Olive P.A.
Orlando, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$ _____ Flow Way Community Development District (Collier County, Florida)
Special Assessment Bonds, Series 2019 (Phase 8 Project)

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 \$ _____ Special Assessment Bonds, Series 2019 (Phase 8 Project) ("Bonds"). In that capacity, we are familiar with matters relating to the preparation, execution and delivery of the Master Trust Indenture dated as of December 1, 2013 (the "Master Indenture"), as supplemented by the Sixth Supplemental Indenture dated as of July 1, 2019 (the "Sixth 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 02-09 enacted on February 26, 2002, and effective on March 4, 2002, as amended by Ordinance No. 2016-35 enacted by the County on November 15, 2016 (collectively, 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. 2013-16 and Resolution No. 2019-__ adopted by the Board of Supervisors of the District (the "Board") on June 11, 2013 and June 20, 2019, Resolution Nos. Resolution Nos. 2018-__, 2019-__ and 2018-__, adopted by the District on _____, 2019, _____, 2019 and _____, 2019, respectively (collectively, the "Assessment Resolutions"), the final ["Flow Way Community Development District Series 2019 – Phase 8 Capital Improvement Program Special Assessment Report" dated _____, 2019, as supplemented by the "Supplemental Special Assessment Report for Series 2019 [Phase 7 (Esplanade) and Phase 8 Bonds]" dated _____, 2019 (collectively, the "Assessment Methodology")], for the Bonds, an opinion of counsel to the Trustee, an opinion of Bond Counsel, the Final Judgment Validating Bonds, certain certifications of the District Manager and District Financial Consultant 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 Esplanade Naples, LLC, and Lerner Reporting Services, Inc., dated July __, 2019 (the "Continuing Disclosure Agreement"), the Bond Purchase Agreement between the District and FMSbonds, Inc. dated July __, 2019 (the "Bond Purchase Agreement"), the Agreement Regarding the Completion of Certain Improvements by and between the District and the Developer, dated July __, 2019 (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 July __, 2019 (the "Acquisition Agreement"), the Collateral Assignment and Assumption of Development Rights Relating to the Phase 8 Project by and among the Developer and District dated July __, 2019 (the "Collateral Assignment"), and the True Up Agreement by and between the District, the Developer and the District Manager dated July __, 2019 (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 _____, 2019 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 2019 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 Phase 8 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 2019 Special Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Series 2019 Special Assessments. The Series 2019 Special Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2019 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 2019 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 _____, 2019 (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 2019 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

DEVELOPER'S COUNSEL'S OPINION

July __, 2019

Flow Way Community Development District
Collier County, Florida

U.S. Bank National Association
Ft. Lauderdale, Florida

FMSbonds, Inc.
North Miami Beach, Florida

GrayRobinson, P.A.
Tampa, Florida

Re: \$ _____ Flow Way Community Development District Special Assessment Bonds,
Series 2019 (Phase 8 Project) (the "Series 2019 Bonds")

Ladies and Gentlemen:

We are counsel to Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company (the "Developer"), which is the developer of certain land within the master planned community located in unincorporated Collier County and commonly referred to as Flow Way (the "Development"), as both 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 Flow Way Community Development District (the "District") of the Series 2019 Bonds as described in the District's Preliminary Limited Offering Memorandum dated _____, 2019, and the District's final Limited Offering Memorandum, dated _____, 2019, including the appendices attached to each (collectively, the "Limiting Offering Memoranda"). It is our understanding that the Series 2019 Bonds are being issued to, among other things, provide funds to (i) pay a portion of the costs of the Phase 8 Project, (ii) fund the Series 2019 Debt Service Reserve Account in an amount equal to the Debt Service Reserve Requirement for the Series 2019 Bonds, and (iii) pay certain costs of issuance of the Series 2019 Bonds.

In our capacity as counsel to the Developer, we have examined originals or copies identified to our satisfaction as being true copies of the Limiting Offering Memoranda, the Agreement Regarding the Completion of Certain Improvements by and among the District and the Developer, dated July __, 2019, the Agreement to Convey or Dedicate by and between the District and the Developer dated July __, 2019, the Agreement regarding the Acquisition of Certain Real Work Product, Infrastructure and Real Property by and between the District and the Developer dated July __, 2019, the True-Up Agreement by and among the District, the Developer and the District Manager dated July __, 2019, the Collateral Assignment and Assumption of Development Rights Relating to the 2017 Project by and between the District and the Developer dated July __, 2019, the Declaration of Consent to Jurisdiction of the Flow Way Community Development

District, and Imposition of Special Assessments, and Imposition of Lien of Record by the Developer dated July __, 2019, [the Bill of Sale by the Developer dated July __, 2019], the Certificate of Developer dated July __, 2019 and the Continuing Disclosure Agreement by and among the District, the Dissemination Agent named therein and the Developer dated July __, 2019 (collectively, the "Documents") and have made such examination of law as we have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, we have also reviewed and examined the Developer's Articles of Organization dated December 22, 2011, as amended by the Articles of Amendment to Articles of Organization dated January 23, 2013, the Limited Liability Company Agreement dated December 29, 2011, as amended by that certain First Amendment to Limited Liability Company Agreement of Taylor Morrison Esplanade Naples, LLC dated January 19, 2013, and Good Standing Certificate dated _____, 2019 (collectively, the "Organizational Documents").

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

In basing the opinions set forth in this opinion on "our knowledge", the words "our knowledge" signify that, in the course of our representation of Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing Developer in connection with this transaction.

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

1. The Developer is a limited liability company 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 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 our attention that would lead us to believe the information contained in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE PHASE 8 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 respective dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Developer do not violate (i) the Developer's Organizational Documents, (ii) to our knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer's assets are or may be bound; or (iii) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

6. Nothing has come to our attention that would lead us 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) we 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, the CIP and the 2017 Project as described in the Limited Offering Memoranda and the Engineer's Report, other than certain government permits, approvals, consents and licenses which are expected to be received in the ordinary course as needed; and (b) we have no actual 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 Development as described in the Limited Offering Memoranda and all appendices thereto.

7. To our knowledge, the levy of the Series 2019 Special 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 the Developer is a party or to which the Developer or any of its property or assets is subject.

8. There is no litigation pending, and to the best of our knowledge, threatened, which would prevent or prohibit the development of the Development, the CIP or the Series 2014 Project in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto as Appendix C or which could result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

9. To our knowledge, 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 our knowledge, 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 our knowledge, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the Series 2019 Bonds or the Development.

This opinion is given as of the date hereof, and we 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 we express no opinion with respect to the laws of any other jurisdiction. This letter is for the benefit of and may be relied upon solely by the addressees.

Sincerely,

J. Wayne Crosby, P.A.

EXHIBIT F

CERTIFICATE OF DEVELOPER

TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company, DOES HEREBY CERTIFY, that:

1. This Certificate of Taylor Morrison Esplanade Naples, LLC is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract dated _____, 2019 (the "Purchase Contract") between Flow Way Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$_____ original aggregate principal amount of Flow Way Community Development District Special Assessment Bonds, Series 2019 (Phase 8 Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. Taylor Morrison Esplanade Naples, LLC is a limited liability company organized and existing under the laws of the State of Florida.

3. Representatives of Taylor Morrison Esplanade Naples, LLC have provided information to Flow Way 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 _____, 2019 (the Preliminary Limited Offering Memorandum"), and a final Limited Offering Memorandum dated _____, 2019 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda").

4. The Declaration of Consent to Jurisdiction of Flow Way Community Development District and to Imposition of Special Assessments dated July __, 2019 executed by Taylor Morrison Esplanade Naples, LLC and to be recorded in the public records of Collier County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of Taylor Morrison Esplanade Naples, LLC, enforceable against Taylor Morrison Esplanade Naples, LLC in accordance with its terms.

5. Taylor Morrison Esplanade Naples, LLC has reviewed and approved the information contained in the Limited Offering Memorandum under the captions "CAPITAL IMPROVEMENT PLAN AND THE PHASE 8 PROJECT," "THE DEVELOPMENT," "THE DEVELOPER," and "LITIGATION – The Developer" and with respect to Taylor Morrison Esplanade Naples, LLC and the Development (as defined in the Limited Offering Memoranda) under the caption "BONDOWNERS' RISKS" and "CONTINUING DISCLOSURE" and warrants and represents that such information did not as of its date, 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, Taylor Morrison Esplanade Naples, LLC 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. Taylor Morrison Esplanade Naples, LLC represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of Taylor Morrison Esplanade Naples, LLC which has not been disclosed in the Limited Offering Memoranda and/or in all other information provided by Taylor Morrison Esplanade Naples, LLC to the Underwriter or the District.

8. Taylor Morrison Esplanade Naples, LLC hereby consents to the levy of the Series 2019 Special Assessments on the lands in the District owned by Taylor Morrison Esplanade Naples, LLC. The levy of the Series 2019 Special Assessments on the District lands will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which Taylor Morrison Esplanade Naples, LLC is a party or to which its property or assets are subject.

9. Taylor Morrison Esplanade Naples, LLC 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. Taylor Morrison Esplanade Naples, LLC 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. Taylor Morrison Esplanade Naples, LLC acknowledges that the Bonds have the debt service requirements set forth in the Limited Offering Memoranda and that the Series 2019 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due (the foregoing is referred to as the "Debt Service Acknowledgment").

11. To the best of our knowledge, Taylor Morrison Esplanade Naples, LLC is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which Taylor Morrison Esplanade Naples, LLC is subject or by which Taylor Morrison Esplanade Naples, LLC or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, Ancillary Documents or on the Development and is not delinquent 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 Taylor Morrison Esplanade Naples, LLC (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents, Declaration of Consent and/or Ancillary Documents to which Taylor Morrison Esplanade Naples, LLC is a party, (b) contesting or affecting the validity or enforceability of the Financing Documents, Declaration of Consent and/or Ancillary Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of Taylor Morrison Esplanade Naples, LLC, or of Taylor Morrison Esplanade Naples, LLC's

business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of Taylor Morrison Esplanade Naples, LLC.

13. To the best of our knowledge after due inquiry, Taylor Morrison Esplanade Naples, LLC 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) Taylor Morrison Esplanade Naples, LLC is not aware of any default of any zoning condition, permit or development agreement which would adversely affect Taylor Morrison Esplanade Naples, LLC'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 Limited Offering Memoranda will not be obtained as required.

14. Taylor Morrison Esplanade Naples, LLC acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2019 Special Assessments imposed on lands in the District owned by Taylor Morrison Esplanade Naples, LLC within thirty (30) days following completion of the Phase 8 Project and acceptance thereof by the District.

15. Except as expressly disclosed in the Limited Offering Memoranda, Taylor Morrison Esplanade Naples, LLC has never failed to timely comply with disclosure obligations pursuant to SEC Rule 15c2-12. Taylor Morrison Esplanada Naples, LLC hereby represents, warrants and certifies that it has procedures in place with respect to complying with its disclosure obligations.

16. Taylor Morrison Esplanade Naples, LLC is not insolvent and Taylor Morrison Esplanade Naples, LLC is not in default of any obligations to pay special assessments, except as disclosed in the Preliminary Limited Offering Memorandum.

[Remainder of page intentionally left blank.]

Dated: July __, 2019.

**TAYLOR MORRISON ESPLANADE
NAPLES, LLC**, a Florida limited liability
company

By: Taylor Morrison of Florida, Inc., its
manager and majority member

By:

Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF DISTRICT ENGINEER

WALDROP ENGINEERING, P.A., a Florida professional association (the "Engineer"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated _____, 2019 (the "Purchase Contract"), by and between Flow Way Community Development District (the "District") and FMSbonds, Inc. with respect to the \$ _____ Flow Way Community Development District Special Assessment Bonds, Series 2019 (Phase 8 Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2019 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2019 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), as applicable.

2. The Engineer has been retained by the District to act as consulting engineer.

3. The plans and specifications for the Phase 8 Project (as described in the Limited Offering Memorandum) improvements 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 Phase 8 Project and the CIP were obtained, or are reasonably expected to be obtained and in the ordinary course.

4. The Engineer prepared reports entitled "Flow Way Community Development District Master Engineer's Report" dated August 2013 and "Flow Way Community Development District Phase 8 Engineer's Report 2018 Project" dated _____ 2019 (collectively, 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 Limited Offering Memoranda and a description of the Report and certain other information relating to the Phase 8 Project are included in the Limited Offering Memoranda under the captions "CAPITAL IMPROVEMENT PLAN AND THE PHASE 8 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 Engineer hereby consents to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Limited Offering Memoranda and to the references to the Engineer in the Limited Offering Memoranda.

6. The Phase 8 Project improvements that have been completed are 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 2017 Project does not exceed the lesser of the cost of the 2017 Project or the fair market value of the assets acquired by the District.

8. To the best of our knowledge, after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Development as described in the Limited Offering Memoranda; and (b) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.

Date: July __, 2019

WALDROP ENGINEERING, P.A.

By: _____
Print Name: _____
Title: _____

EXHIBIT H

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

JPWARD AND ASSOCIATES, LLC, a Florida limited liability company ("JPWard"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated _____, 2019 (the "Purchase Contract"), by and between Flow Way Community Development District (the "District") and FMSbonds, Inc. with respect to the \$ _____ Flow Way Community Development District Special Assessment Bonds, Series 2019 (Phase 8 Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated _____, 2019 (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum dated _____, 2019 (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") relating to the Bonds, as applicable.

2. JPWard has acted as district manager and methodology consultant to the Flow Way Community Development District (the "District") in connection with the sale and issuance by the District of its \$ _____ aggregate principal amount of Bonds and have participated in the preparation of the Limited Offering Memoranda.

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the ["Flow Way Community Development District Series 2019 – Phase 8 Capital Improvement Program Special Assessment Report" dated _____, 2019, as supplemented by the "Supplemental Special Assessment Report for Series 2019 [Phase 7 (Esplanade) and Phase 8 Bonds]" dated _____, 2019, including the special assessment tax roll included as part thereof (collectively, the "Assessment Report"), which Assessment Report has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Report in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Phase 8 Project, or any information provided by us, and the Assessment Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT – The District Manager and Other Consultants," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "FINANCIAL INFORMATION," "LITIGATION – The District," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material

fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

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

8. The Series 2019 Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2019 Special Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.

Dated: July __, 2019.

JPWARD AND ASSOCIATES, LLC, a
Florida limited liability company

By: _____

Name: _____

Title: _____