

*Scenic Highway  
Community Development District*

*Agenda*

*December 17, 2020*

# AGENDA

# *Scenic Highway*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

December 10, 2020

**Board of Supervisors  
Scenic Highway  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Scenic Highway Community Development District** will be held **Thursday, December 17, 2020 at 10:30 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 942 1272 0810

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the November 19, 2020 Board of Supervisors Meeting
4. Consideration of Resolution 2021-01 Supplemental Assessment Resolution (Series 2020)
  - A. Consideration of Notice of Special Assessments (Series 2020)
5. Consideration of Series 2020 Developer Agreements
  - A. Phase 1 and Phase 2
    - i. True-Up Agreement
    - ii. Acquisition Agreement
    - iii. Collateral Assignment Agreement
    - iv. Completion Agreement
    - v. Declaration of Consent
  - B. Phase 3
    - i. True-Up Agreement

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<sup>1</sup> Comments will be limited to three (3) minutes

- ii. Acquisition Agreement
  - iii. Collateral Assignment Agreement
  - iv. Completion Agreement
  - v. Declaration of Consent
- 6. Consideration of Engagement Letter with McDirmit Davis for FY 2020 Audit Services
- 7. Consideration of RFP for Construction Services for FDOT Offsite Geometric Improvements
- 8. Ratification of 2021 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 9. Ratification of Non-Ad Valorem Contract Agreement with Polk County Property Appraiser
- 10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of the Check Register
    - ii. Balance Sheet & Income Statement
- 11. Other Business
- 12. Supervisors Requests and Audience Comments
- 13. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the November 19, 2020 Board of Supervisors meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Resolution 2021-01 Supplemental Assessment Resolution (Series 2020). Section A is the Consideration of Notice of Special Assessments (Series 2020). A copy of both documents is enclosed for your review.

The fifth order of business is the Consideration of Series 2020 Developer Agreements. Section A are the agreements for Phase 1 and Phase 2. Section B are the agreements for Phase 3. The following Sub-Sections are the same for Sections A and B. Sub-Section 1 is the True-Up Agreement. Sub-Section 2 is the Acquisition Agreement. Sub-Section 3 is the

Collateral Assignment Agreement. Sub-Section 4 is the Completion Agreement. Sub-Section 5 is the Declaration of Consent. A copy of all documents in this section are enclosed for your review.

The sixth order of business is the Consideration of Engagement Letter with McDirmit Davis for FY 2020 Audit Services. A copy of the letter is enclosed for your review.

The seventh order of business is the Consideration of RFP for Construction Services for FDOT Offsite Geometric Improvements. The RFP is enclosed for your review.

The eighth order of business is the Ratification of the 2021 Data Sharing and Usage Agreement with the Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The ninth order of business is the Ratification of Non-Ad Valorem Contract Agreement with the Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The tenth order of business is Staff Reports. Section C is the District Manager's report. Sub-Section 1 includes the check register for your approval and Sub-Section 2 includes balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns  
District Manager

CC: Roy Van Wyk, District Counsel  
Enclosure

# MINUTES

**MINUTES OF MEETING  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Scenic Highway Community Development District was held on Thursday, **November 19, 2020** at 10:30 a.m. at 346 E. Central Ave., Winter Haven, FL.

Present and constituting a quorum were:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairwoman
Patrick Marone	Assistant Secretary
Jack Berry	Assistant Secretary

Also, present were:

Jason Showe	District Manager, GMS
Roy Van Wyk	Hopping Green & Sams
Bob Gang	Greenberg Traurig

*The following is a summary of the discussions and actions taken at the November 19, 2020 Scenic Highway Community Development District's Regular Board of Supervisor's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order. There were four members present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Showe noted there were no members of the public present at the meeting.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the October 15, 2020 Board of Supervisors Meeting**

Ms. Burns presented the October 15, 2020 meeting minutes and asked for questions, comments, or corrections on the minutes. The Board had no changes.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Minutes of the October 15, 2020 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS****Presentation of Amended and Restated Engineer's Report**

Mr. Showe presented the amendments for the Engineer's Report and the Master and Supplemental Assessment Methodologies and asked for any questions or comments on them.

Mr. Gang noted that they wanted the engineer to add the usual sentence in the electric and lighting section. The same sentence that is in the footnote 8 in exhibit 7, that is "only undergrounding wire on public rights of way and on district land will be funding for bond proceeds." Mr. Gang will send that to the engineer and ask him to add that sentence.

Mr. Showe continued to report that other than that there were no major changes. Just moving the project into one phase instead of the three phases that it was planned for and making sure the cost estimates were correct. With the suggested changes of Mr. Gang, there was a need for the Board to approve the amended and restated Engineer's report.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Amended and Restated Engineer's Report, was approved as amended.

**FIFTH ORDER OF BUSINESS****Presentation of Revised Master and Supplemental Assessment Methodologies**

Mr. Showe noted that the major changes for the Methodology were the recognition that there was a change in the Engineer's Report that made some changes to the cost and the changing of the dates to the references in the Engineer's Report. Other than those, the methodologies remain the same.

Mr. Van Wyk asked Mr. Showe if it is his opinion that the Master and Supplemental reports reflect an assessment that is equal to or less than the benefits placed on the land, and Mr. Showe answered yes. Mr. Van Wyk then asked if it is still his opinion that the assessments as set forth in the report are fairly and reasonably apportioned across the product types. Mr. Showe answered yes.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, Presentation of Revised Master and Supplemental Assessment Methodologies, were approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Temporary  
Construction Access and Easement  
Agreement**

Mr. Showe noted that this is to allow some of the construction on Phase 3. He asked if counsel had any comments on the agreement, they had none.

On MOTION by Mr. Heath, seconded by Mr. Berry, with all in favor, the Temporary Construction Access and Easement Agreement, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Construction Funding  
Agreement for Phase 3**

Mr. Showe noted this, again, is for the Phase 3 construction project and asked counsel to provide any comments. They had no comments.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Construction Funding Agreement for Phase 3, was approved.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk had nothing further to report.

**B. Engineer**

There being none, the next item followed.

**C. District Manager's Report**

**i. Approval of Check Register**

Mr. Showe presented the check register from check 64 to 68, totaling \$1,792.43.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Mr. Showe stated that the financials were included in the package, but no action was needed.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors Requests and Audience  
Comments**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

## RESOLUTION 2021-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2020; CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2020 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2020 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Scenic Highway Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") has previously adopted, after notice and public hearing, Resolution 2019-30, relating to the imposition, levy, collection, and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of Resolution 2019-30, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

**WHEREAS**, on December 11, 2020, the District entered into a Bond Purchase Contract, whereby it agreed to sell \$8,120,000 of its Special Assessment Bonds, Series 2020 (the "**Series 2020 Bonds**"); and

**WHEREAS**, pursuant to and consistent with Resolution 2019-30, the District desires to set forth the particular terms of the sale of the Series 2020 Bonds and to confirm the liens of the levy of special assessments securing the Series 2020 Bonds.

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2019-30.

**SECTION 2. FINDINGS.** The Board of Supervisors of the Scenic Highway Community Development District hereby finds and determines as follows:

(a) On April 18, 2019, the District, after due notice and public hearing, adopted Resolution 2019-30, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The Scenic Highway Community Development District *Engineer's Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer's Report for Capital Improvements*, dated November 19, 2020, attached to this Resolution as **Composite Exhibit A** (collectively, the "**Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements of the District identified therein as "Phase 1", "Phase 2", and "Phase 3" (the "**Series 2020 Project**") to be financed all or in part with the Series 2020 Bonds (the "**Improvements**"), and the estimated costs of the Series 2020 Project as \$9,343,015.70. The District hereby confirms that the Series 2020 Project serves a proper, essential, and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2020 Bonds.

(c) The *Master Assessment Methodology* dated November 19, 2020 (the, "**Master Report**"), as supplemented in the *Supplemental Assessment Methodology* dated December 11, 2020 (the "**Supplemental Report**" and, together with the Master Report, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies to the Improvements and the actual terms of the Series 2020 Bonds. The Supplemental Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2020 Bonds.

(d) The Series 2020 Project will specially benefit certain property within the District, identified as Phase 1 and Phase 2, a legal description of which is attached hereto as **Exhibit C** (the "**Phase 1 and Phase 2 Lands**"). It is reasonable, proper, just and right to assess the portion of the costs of the Series 2020 Project financed with the Series 2020 Bonds to the Phase 1 and Phase 2 Lands specially benefited within the District as set forth in Resolution 2019-30, and this Resolution.

(e) The Series 2020 Project will specially benefit certain property within the District, identified as Phase 3, a legal description of which is attached hereto as **Exhibit D** (the "**Phase 3 Lands**") and, together with the Phase 1 and Phase 2 Lands, the "**Series 2020 Assessment Area**"). It is reasonable, proper, just and right to assess the portion of the costs of the Series 2020 Project financed with the Series 2020 Bonds to the Phase 3 Lands specially benefited within the District as set forth in Resolution 2019-30, and this Resolution.

**SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2020 BONDS.** As provided in Resolution 2019-30, this Resolution is intended to set forth the terms of the Series 2020 Bonds and the final amount of the liens of the special assessments securing those bonds. A separate and distinct lien shall be imposed on the Phase 1 and Phase 2 Lands and the Phase 3 Lands

(a) The Series 2020 Bonds, in a par amount of \$8,120,000, shall bear such rates of interest and maturity as shown on **Exhibit E** attached hereto. The final payment on the Series 2020 Bonds shall be due on November 1, 2051. The estimated sources and uses of funds of the Series 2020 Bonds shall be as set forth in **Exhibit F**. The debt service due on the Series 2020 Bonds is set forth on **Exhibit G** attached hereto.

(b) The lien of the special assessments securing the Series 2020 Bonds on the Phase 1 and Phase 2 Lands in the Series 2020 Assessment Area (the “**Phase 1 and Phase 2 Assessments**”), shall be the principal amount due on the Series 2020 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2020 Bonds are secured solely by the lien against the Series 2020 Assessment Area.

(c) The lien of the special assessments securing the Series 2020 Bonds on the Phase 3 Lands in the Series 2020 Assessment Area (the “**Phase 3 Assessments**”), shall be the principal amount due on the Series 2020 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2020 Bonds are secured solely by the lien against the Series 2020 Assessment Area.

**SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2020 BONDS.**

(a) The special assessments for the Series 2020 Bonds shall be allocated in accordance with Composite Exhibit B, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The District’s Supplemental Report is consistent with the District’s Master Report. The Assessment Report, considered herein, reflects the actual terms of the issuance of the District’s Series 2020 Bonds. The estimated costs of collection of the special assessments for the Series 2020 Bonds are as set forth in the Assessment Report.

(b) The lien of the special assessments securing the Series 2020 Bonds includes all property within the Series 2020 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated December 1, 2020, and the *First Supplemental Trust Indenture*, dated December 1, 2020 (together, the “**Indenture**”), the District shall begin annual collection of special assessments for the Series 2020 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual

installments of interest are reflected on **Exhibit G**. The Series 2020 Bonds include an amount for capitalized interest through November 1, 2021.

(d) An owner of property subject to the Series 2020 Assessments may pay in whole or in part the principal balance of such Series 2020 Assessments at any time if there is also paid an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date.

(e) An owner of property subject to the levy of Series 2020 Assessments may pay the entire balance of the Series 2020 Assessments remaining due, without interest, within thirty (30) days after the related Series 2020 Project has been completed or acquired by the District, and the Board has adopted a resolution accepting such Series 2020 Project pursuant to Chapter 170.09, *Florida Statutes*. This provision is subject to waiver by the owner of property at any time prior to or after the issuance of the Series 2020 Bonds.

(f) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Polk County Tax Collector and Polk County Property Appraiser (or other appropriate Polk County, Florida officials) to collect the Series 2020 Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2020 Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

**SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.** Pursuant to Resolution 2019-30, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2020 Bonds shall be allocated as set forth in Resolution 2019-30, this Resolution, and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

Based on the final par amount of \$8,120,000 in Series 2020 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2020 Bonds only to the credit of the Series 2020 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Indenture governing the Series 2020 Bonds.

**SECTION 6. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement Resolution 2019-30, which remains in full force and effect. This Resolution and Resolution 2019-30 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 8. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a Notice of Series 2020 Special Assessments securing the Series 2020 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

**SECTION 9. SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED** this 17th day of December 2020.

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**Comp. Exhibit A:** *Engineer's Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer's Report for Capital Improvements*, dated November 19, 2020

<b>Comp. Exhibit B:</b>	<i>Master Assessment Methodology</i> dated November 19, 2020, as supplemented in the <i>Supplemental Assessment Methodology</i> dated November 19, 2020
<b>Exhibit C:</b>	Legal Description of Phase 1 and Phase 2 Lands in the Series 2020 Assessment Area
<b>Exhibit D</b>	Legal Description of the Phase 3 Lands in the Series 2020 Assessment Area
<b>Exhibit E:</b>	Maturities and Coupons of Series 2020 Bonds
<b>Exhibit F:</b>	Sources and Uses of Funds for Series 2020 Bonds
<b>Exhibit G:</b>	Annual Debt Service Payment Due on Series 2020 Bonds

**COMP. EXHIBIT A:**  
Engineer's Report

**SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**January 8, 2020**

**SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4-5
	Stormwater Management Facilities .....	4
	Public Roadways.....	5
	Water and Wastewater Facilities .....	5-6
	Off-site Improvements .....	6
	Amenities and Parks.....	6
	Electric and Lighting.....	6
	Entry Features.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9
VIII.	REPORT MODIFICATION.....	9
IX.	CONCLUSION.....	10

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Land Use Map

EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER'S REPORT  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Scenic Highway Community Development District (the “District” or the “CDD”) is west of Scenic Highway South (SR 17), and south of Highway 544 within Haines City, Florida (the “City”). The District currently contains approximately 86.85 acres and is expected to consist of 368 single family lots, recreation/amenity areas, parks, and associated infrastructure.

The CDD was established by City Ordinance No. 19-1634 which was approved by the City Commission on March 7, 2019. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, Polk County, Florida (the “County”), Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors (the "Board"). Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the Board, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 368 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located west of Scenic Highway South and south of Highway 544 within the City. The property in the City has a land use of LDR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). The Development is expected to be constructed in three (3) phases.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as needed in each phase. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The District will fund only the difference between overhead and underground electric service. Only undergrounding of wire in public right-of-way and on District land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the Development. The public park/amenity center will have connectivity to each of the other phases via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There is a small pond in the northwest portion of the property. The pond is isolated and there will be no impact to the pond and/or the wetlands associated with the pond. There is not a requirement for an Army Corps of Engineer (ACOE) Permit.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0380G demonstrates that the property is located within Flood Zone X with a small portion in Zone AE on the west boundaries. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections are to be 50' rights-of-way with 22' of asphalt and Miami curb or Type F curb and gutters on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations will transport wastewater flow from the lift stations, via a 6" force main, to an existing manhole located at Detour Road and Bannon Island Road.

Reclaimed water is not available for this site. An irrigation well to be constructed and funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the Development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2019; Phase 2 in 2020; Phase 3 in 2021. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County, respectively.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the Development which will include benches and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with DUKE providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not applicable

### **PHASE 2**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

### PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

## VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

## VIII. REPORT MODIFICATION

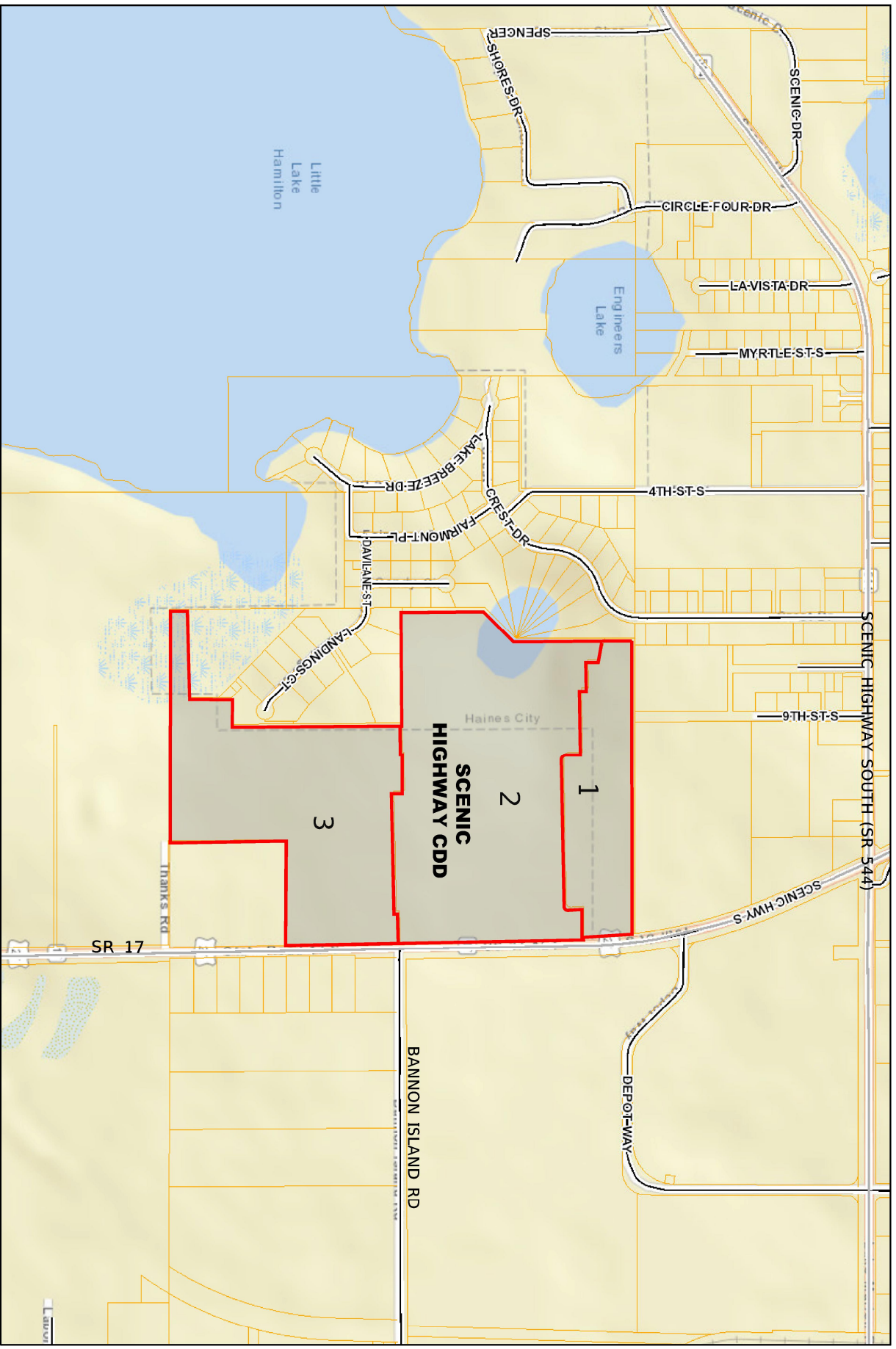
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

## IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



**LEGEND**  
 District Boundary

Parcel ID Numbers	
1.	272804-000000-032020
2.	272804-000000-032070
3.	272804-000000-041070

# **EXHIBIT 1 - LOCATION MAP** **SCENIC HIGHWAY CDD** **HAINES CITY**



# LEGAL DESCRIPTION

**PARCEL # 1 272804-000000-032020**

THAT PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 4 TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE NORTH LINE THEREOF, N-89°49'47"-E, 1209.85 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "PLS3781" STANDING ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-US ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8), SAID POINT IS A POINT ON A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: 1) SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 2815.00 FEET, A CENTRAL ANGLE/Delta OF 05°53'20", A CHORD BEARING OF S-04°11'37"-E, A CHORD DISTANCE OF 289.20 FEET, FOR AN ARC LENGTH OF 289.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 2) THENCE ALONG A RADIAL LINE N-88°45'03"-E, 17.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 3) THENCE S-01°14'57"-E, 2.61 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 191.39 FEET; THENCE S-04°19'03"-E, 71.58 FEET TO A POINT OF CURVE CONCAVE TO THE WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 93°04'06", A CHORD BEARING OF S-42°13'00"-W, A CHORD DISTANCE OF 36.29 FEET, FOR AN ARC LENGTH OF 40.61 FEET; THENCE S-88°45'03"-W, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-46°14'57"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-01°14'57"-W, 75.00 FEET; THENCE S-88°45'03"-W, 370.00 FEET; THENCE N-01°14'57"-W, 40.34 FEET; THENCE S-88°45'03"-W, 157.43 FEET; THENCE N-01°14'57"-W, 65.92 FEET; THENCE N-76°30'22"-W, 127.48 FEET; THENCE N-00°24'15"-W, 172.41 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 6566", SAID POINT ALSO LIES ON THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID NORTH LINE N-89°49'48"-E, 481.76 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 13.32 ACRES, MORE OR LESS.

**PARCEL #2 272804-000000-032010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**COMMENCE** AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE WEST LINE THEREOF, S-00°24'15"-E, 858.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE N-44°35'45"-E, 255.97 FEET; THENCE N-00°24'15"-W, 504.59 FEET; THENCE S-76°30'22"-E, 127.78 FEET; THENCE S-01°14'57"-E, 65.92 FEET THENCE N-88°45'03"-E, 157.43 FEET; THENCE S-01°14'57"-E, 40.34 FEET; THENCE N-88°45'03"-E, 370.00 FEET; THENCE S-01°14'57"-E, 75.00 FEET TO A POINT OF CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/ Delta OF 90°00'00", A CHORD BEARING OF S-46°14'57"-E, A CHORD DISTANCE 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-88°45'03"-E, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/ Delta OF 93°04'06", A CHORDING BEARING OF N-42°13'00"-E, A CHORD DISTANCE OF 36.29 FEET FOR AN ARCH LENGTH OF 40.61 FEET; THENCE N-04°19'03"-W, 71.58 FEET; THENCE N-88°45'03"-E, 191.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-U.S. ALTERNATIVE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 1050.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 185.00 FEET; THENCE S-01°14'57"-E, 17.82 FEET; THENCE S-88°45'03"-W, 690.00 FEET; THENCE N-01°14'57"-W, 60.00 FEET, THENCE S-88°45'03"-W, 220.00 FEET; THENCE S-01°14'57"-E, 6.05 FEET; THENCE S-88°45'03"-W, 165.10 FEET TO A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER OF EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE THEREOF, S-89°54'52"-W, 663.75 FEET TO A 4"X4" CONCRETE MONUMENT, WITH NO IDENTIFICATION, STANDING AT THE SOUTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE WEST LINE THEREOF, N-00°24'15"-E, 468.48 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 42.34 ACRES, MORE OR LESS.



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EMAIL: INFO@WOODCIVIL.COM

## EXHIBIT 2 SCENIC HIGHWAY CDD LEGAL DESCRIPTION

**PARCEL #3 272804-000000-041010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE NORTHWEST CORNER OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE N-88°45'03"-E, 165.10 FEET; THENCE N-01°14'57"-W, 6.05 FEET; THENCE N-88°45'03"-E, 220.00 FEET; THENCE S-01°14'57"-E, 60.00 FEET; THENCE N-88°45'03"-E, 690.00 FEET; THENCE N-01°14'57"-W, 17.82 FEET; THENCE N-88°45'03"-E, 185.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17- U.S. ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 650.21 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, AND ALONG SAID SOUTH LINE, S-89°51'56"-W, 605.54 FEET TO A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID SOUTH LINE, AND ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-00°28'31"-E, 661.14 FEET TO A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER THEREOF; THENCE DEPARTING SAID EAST LINE, AND ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-89°49'01"-W, 819.64 FEET; THENCE ALONG THE SOUTH LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND CONTINUING S-89°49'01"-W, 510.44 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°21'46"-W, 107.14 FEET; THENCE DEPARTING SAID WEST LINE, N-89°49'57"-E, 510.33 FEET; THENCE N-00°25'09"-W, 245.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE N-89°49'57"-E, 154.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°25'09"-W, 971.44 FEET TO THE **POINT OF BEGINNING**.

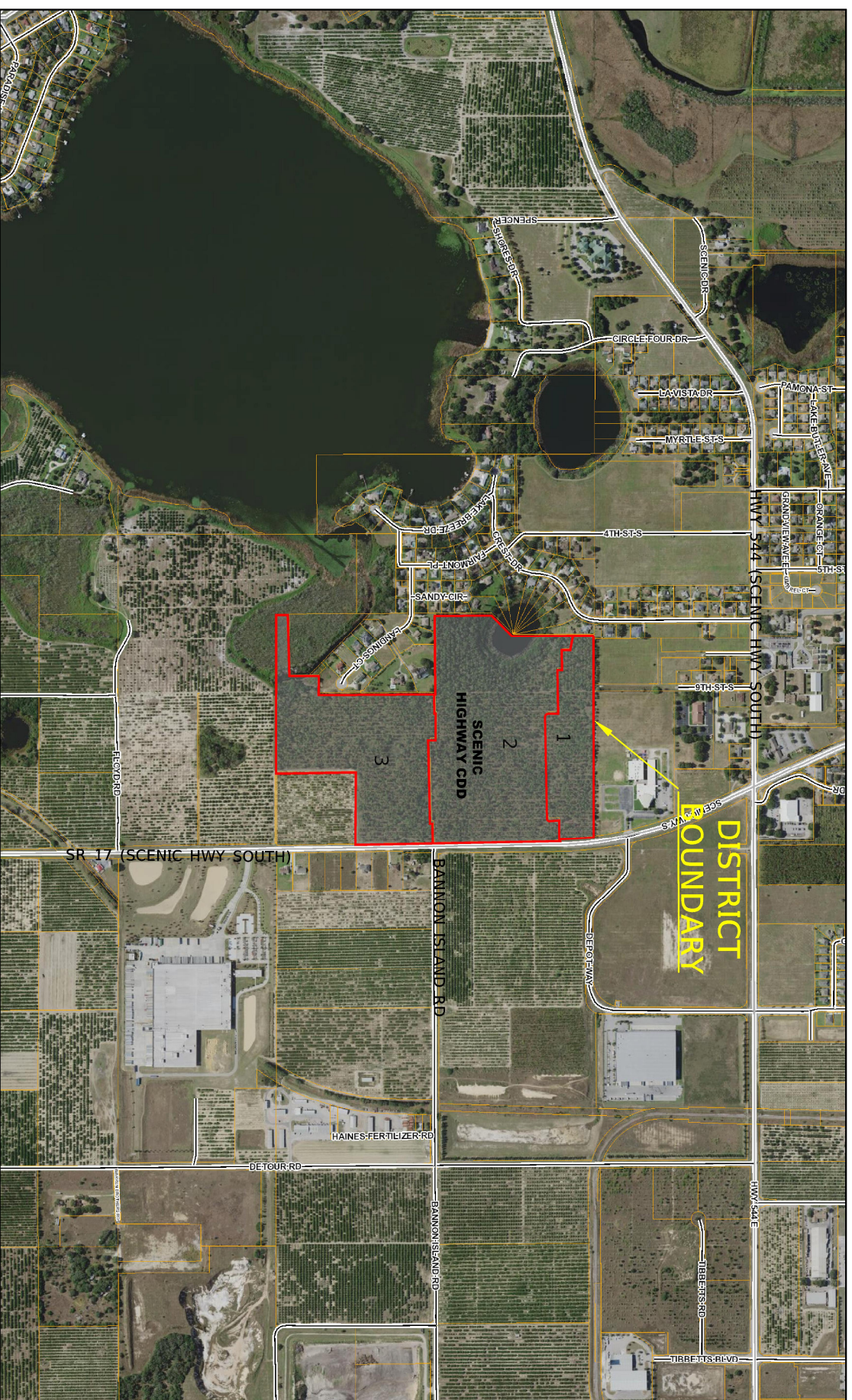
**CONTAINING** 31.19 ACRES, MORE OR LESS.

**CDD TOTAL ACREAGE CONTAINS 86.85 ACRES MORE OR LESS.**



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**EXHIBIT 2**  
**SCENIC HIGHWAY CDD**  
**LEGAL DESCRIPTION**



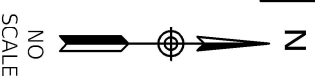
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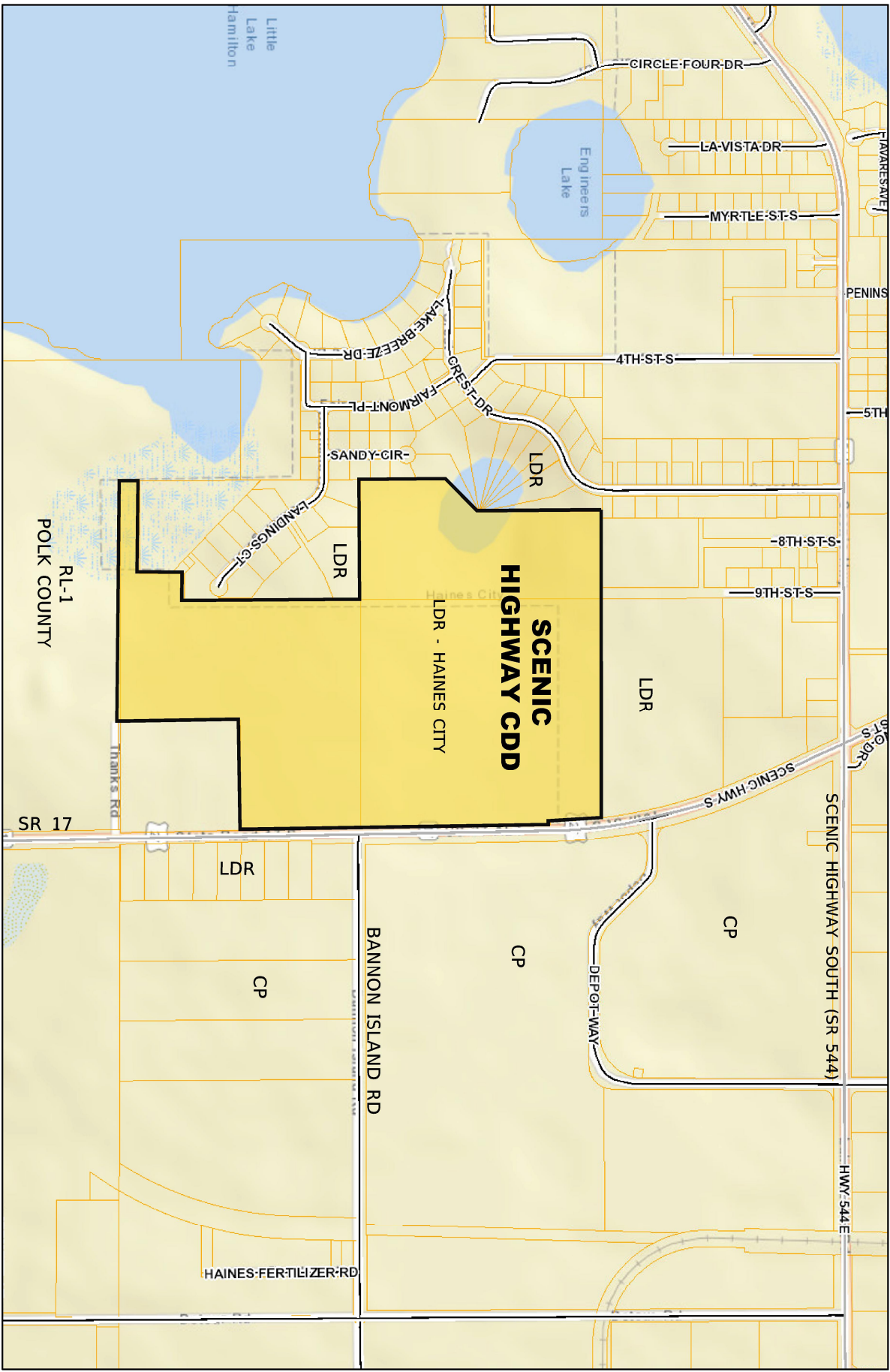
Parcel ID Numbers	
1.	272804-000000-032020
2.	272804-000000-032010
3.	272804-000000-041010

# EXHIBIT 3 - DISTRICT BOUNDARY MAP

## SCENIC HIGHWAY CDD

### HAINES CITY





#### LEGEND

- LDR - LOW DENSITY RESIDENTIAL (CITY OF HAINES CITY)

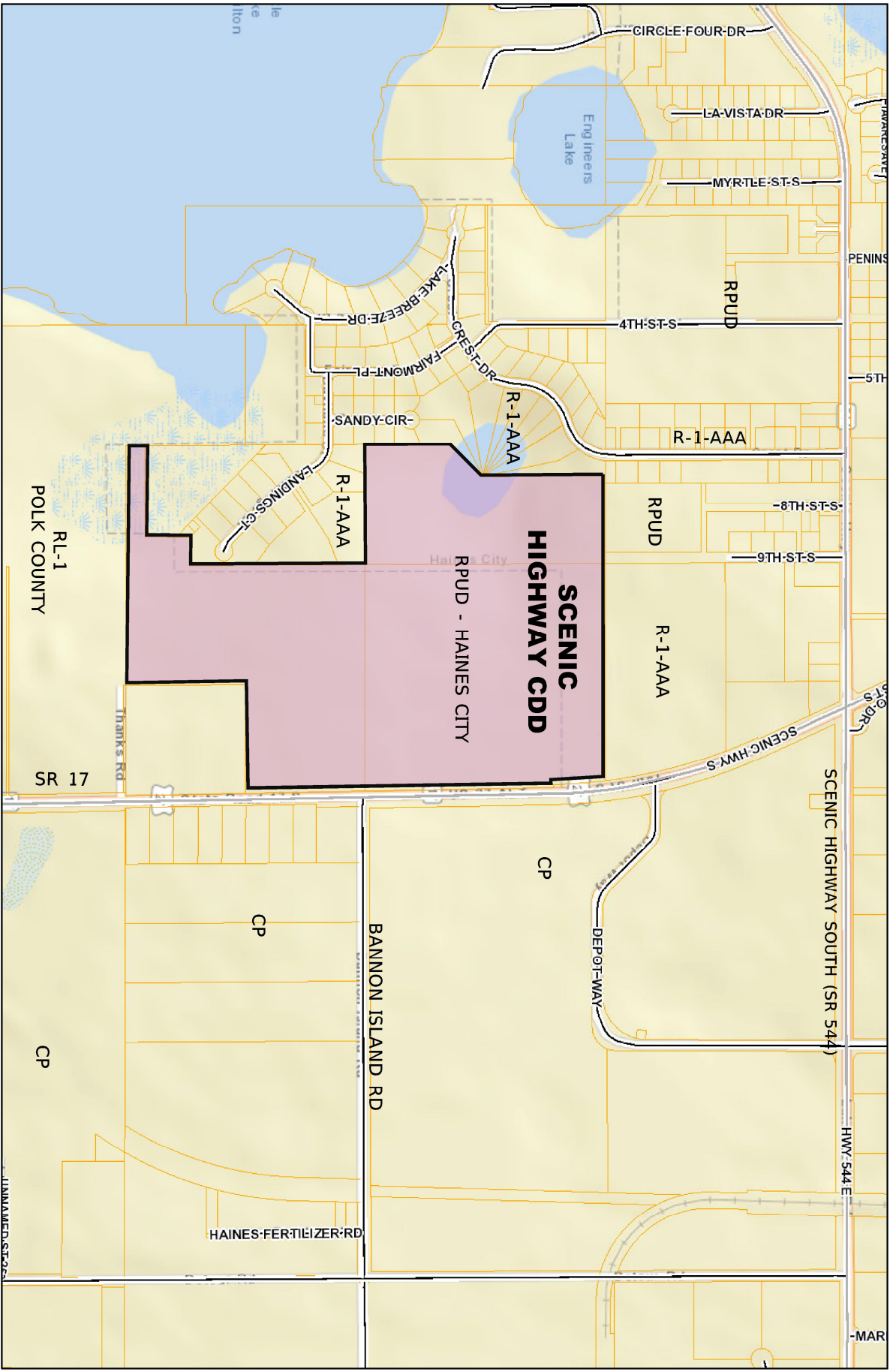
- CP - COMMERCE PARK (HAINES CITY)
- RL-1 - RESIDENTIAL LOW DENSITY (POLK COUNTY)

#### EXHIBIT 4 - FUTURE LAND USE MAP

#### SCENIC HIGHWAY CDD



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# LEGEND



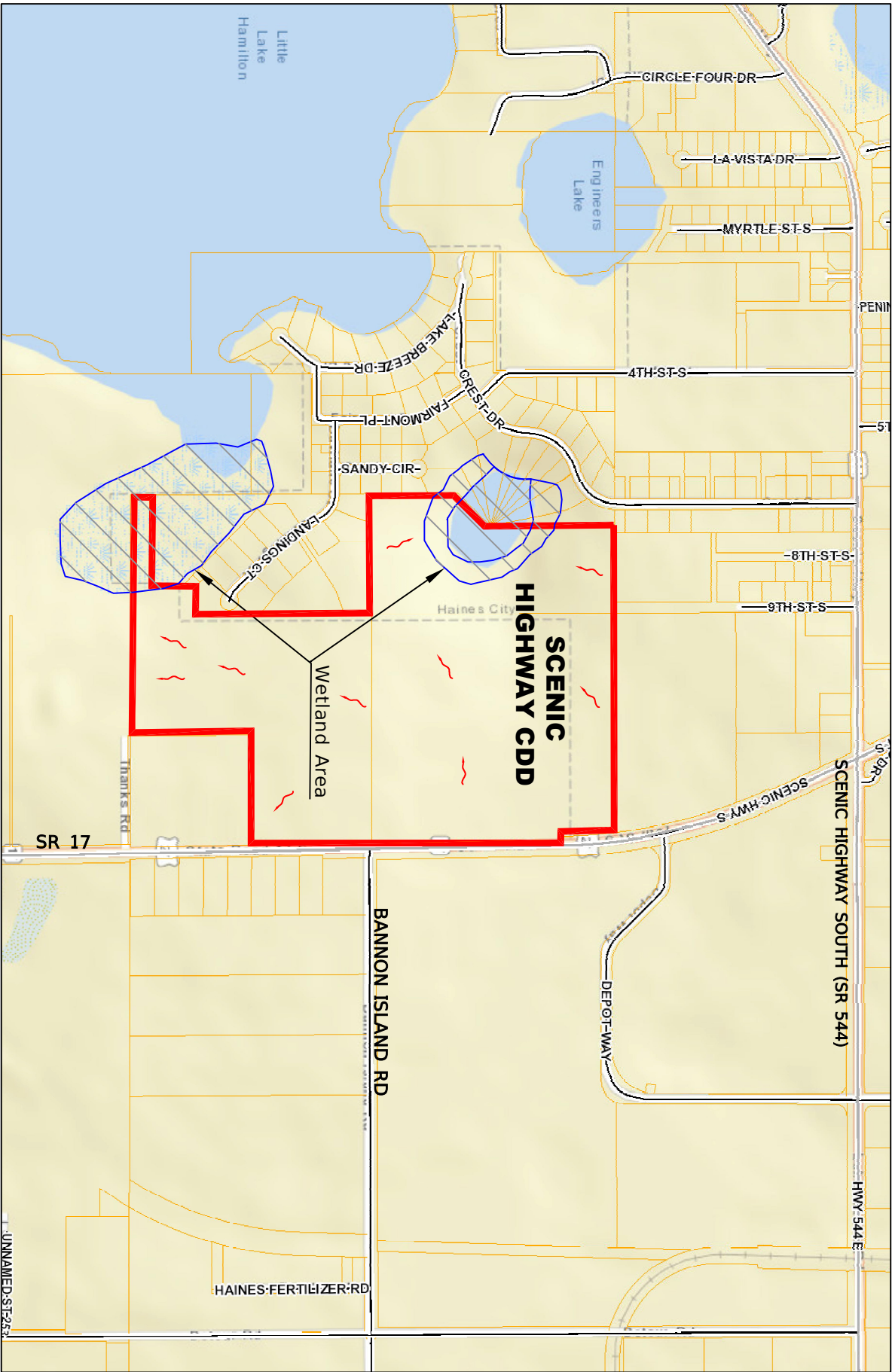
RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT  
(CITY OF HAINES CITY)

R-1-AAA - RESIDENTIAL SINGLE FAMILY (HAINES CITY)

CP - COMMERCE PARK (HAINES CITY)

RL-1 - RESIDENTIAL LOW DENSITY (POLK COUNTY)

## EXHIBIT 5 - ZONING MAP SCENIC HIGHWAY CDD



LEGEND  
 FLOW DIRECTION



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# COMPOSITE EXHIBIT 6 SCENIC HIGHWAY CDD DRAINAGE MAP

N  
  
 NO SCALE



— (W) — EXISTING 4" WATER LINE (CITY OF HAINES CITY)

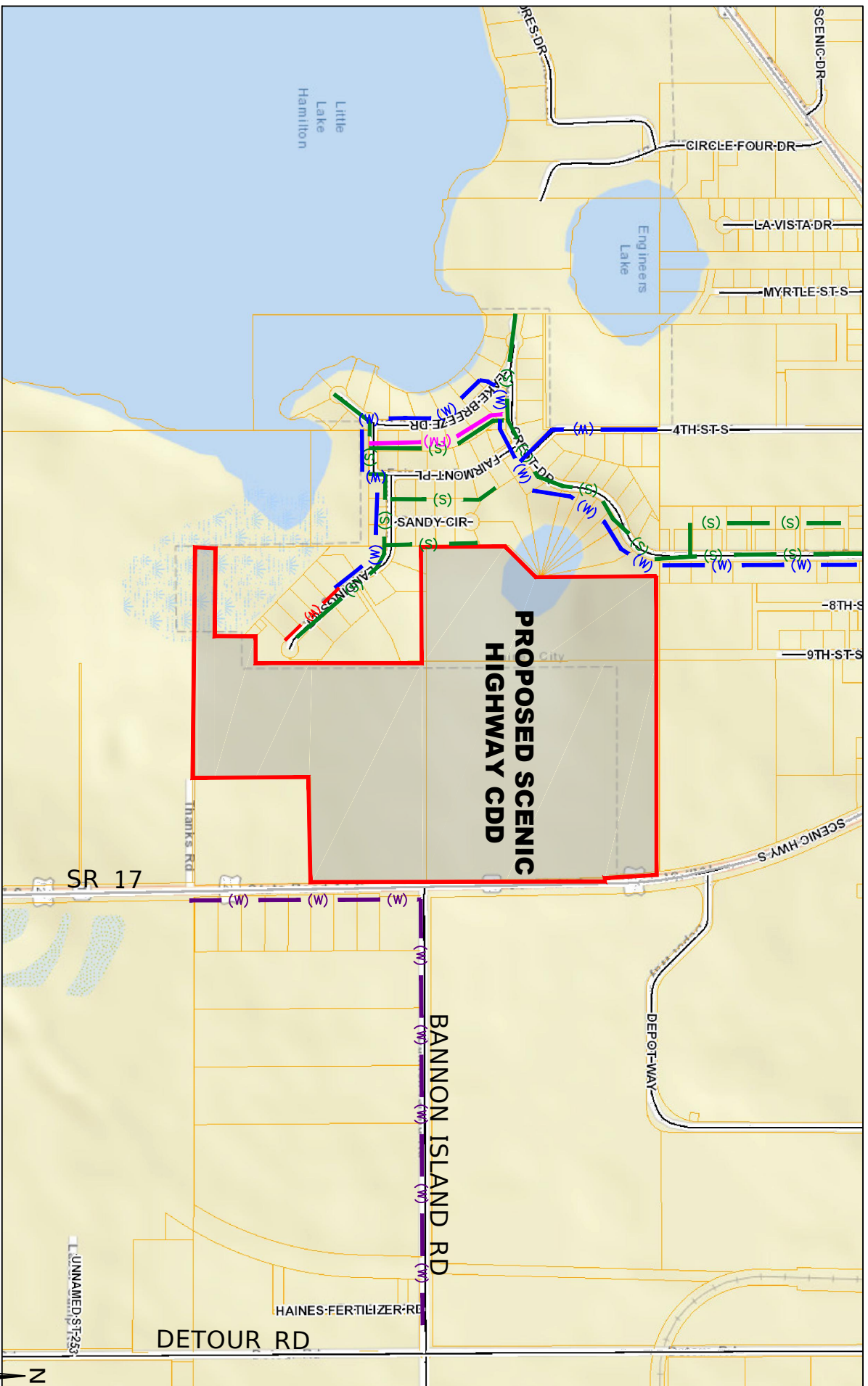
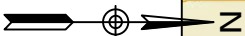
— (W) — EXISTING 12" WATER LINE (CITY OF HAINES CITY)

— (W) — EXISTING 6" WATER LINE (CITY OF HAINES CITY)

EXISTING GRAVITY SEWER MAIN (CITY OF HAINES CITY)

— (FM) — EXISTING 4" FORCE MAIN (CITY OF HAINES CITY)

**COMPOSITE EXHIBIT 6**  
**SCENIC HIGHWAY CDD**  
**WATER & SEWER MAP**



**Exhibit 7**  
**Scenic Highway CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b> <sup>(1)(9)</sup>	<b><u>Phase 1</u></b> <b><u>(184 Lots)</u></b> <b><u>2019-2023</u></b>	<b><u>Phase 2</u></b> <b><u>(41 Lots)</u></b> <b><u>2019-2025</u></b>	<b><u>Phase 3</u></b> <b><u>(143 Lots)</u></b> <b><u>2020-2024</u></b>	<b><u>Total</u></b> <b><u>(368 Lots)</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 125,000.00	\$ 25,000.00	\$ 100,000.00	\$ 250,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$2,200,000.00	\$ 490,000.00	\$ 1,700,000.00	\$4,390,000.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$1,040,000.00	\$ 230,000.00	\$ 800,000.00	\$2,070,000.00
Roadway <sup>(4)(5)(6)</sup>	\$ 800,000.00	\$ 180,000.00	\$ 620,000.00	\$1,600,000.00
Entry Feature <sup>(6)(7)</sup>	\$ 300,000.00	\$ 25,000.00	\$ 80,000.00	\$ 405,000.00
Parks and Recreational Facilities <sup>(6)</sup>	\$ 500,000.00	\$ 100,000.00	\$ 300,000.00	\$ 900,000.00
Contingency	\$ 500,000.00	\$ 100,000.00	\$ 350,000.00	\$ 950,000.00
<b>TOTAL</b>	<b>\$5,465,000.00</b>	<b>\$1,150,000.00</b>	<b>\$ 3,950,000.00</b>	<b>\$10,565,000.00</b>

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2018 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
9. Estimates based on Master Infrastructure to support development of 368 lots.

**Exhibit 8**  
**Scenic Highway CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	FDOT	District Bonds	FDOT
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



**SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**AMENDED AND RESTATED  
ENGINEER'S REPORT  
FOR CAPITAL IMPROVEMENTS**

**Prepared for:**

**BOARD OF SUPERVISORS  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**Prepared by:**

**WOOD & ASSOCIATES ENGINEERING, LLC  
1925 BARTOW ROAD  
LAKELAND, FL 33801  
PH: 863-940-2040**

**NOVEMBER 19, 2020**

# **SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1-2
II.	PURPOSE AND SCOPE .....	2
III.	THE DEVELOPMENT .....	3
IV.	THE CAPITAL IMPROVEMENTS.....	3
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS .....	4-5
	Stormwater Management Facilities .....	4
	Public Roadways.....	5
	Water and Wastewater Facilities .....	5-6
	Off-site Improvements .....	6
	Amenities and Parks.....	6
	Electric and Lighting.....	6
	Entry Features.....	7
	Miscellaneous .....	7
VI.	PERMITTING .....	8-9
VII.	RECOMMENDATION.....	9
VIII.	REPORT MODIFICATION.....	9
IX.	CONCLUSION.....	10

## **LIST OF EXHIBITS**

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Land Use Map

EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**ENGINEER'S REPORT  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**I. INTRODUCTION**

The Scenic Highway Community Development District (the “District” or the “CDD”) is west of Scenic Highway South (SR 17), and south of Highway 544 within Haines City, Florida (the “City”). The District currently contains approximately 86.85 acres and is expected to consist of 368 single family lots, recreation/amenity areas, parks, and associated infrastructure.

The CDD was established by City Ordinance No. 19-1634 which was approved by the City Commission on March 7, 2019. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the Development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, Polk County, Florida (the “County”), Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the Development, defined below. Any public improvements or facilities acquired by the District will be at the lesser of cost or fair market value. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This “Capital Improvement Plan” or “Report” reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to the Report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors (the "Board"). Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the Development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

## **II. PURPOSE AND SCOPE**

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the Board, including its staff and consultants.

### **III. THE DEVELOPMENT**

The Development will consist of 368 single family homes and associated infrastructure (“Development”). The Development is a planned residential community located west of Scenic Highway South and south of Highway 544 within the City. The property in the City has a land use of LDR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). The Development is expected to be constructed in three (3) phases.

### **IV. THE CAPITAL IMPROVEMENTS**

The Capital Improvement Plan, (the “CIP”), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the Development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will occur as needed in each phase. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The District will fund only the difference between overhead and underground electric service. Only undergrounding of wire in public right-of-way and on District land is included.

As a part of the recreational component of the CIP, a public park/amenity center will be constructed within the Development. The public park/amenity center will have connectivity to each of the other phases via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

## V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

### **Stormwater Management Facilities**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will runoff via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the City, the County, and the SWFWMD. There is a small pond in the northwest portion of the property. The pond is isolated and there will be no impact to the pond and/or the wetlands associated with the pond. There is not a requirement for an Army Corps of Engineer (ACOE) Permit.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0380G demonstrates that the property is located within Flood Zone X with a small portion in Zone AE on the west boundaries. Based on this information and the site topography, it does not appear that floodplain compensation will be required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a *Stormwater Pollution Prevention Plan* (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

### **Public Roadways**

The proposed public roadway sections are to be 50' rights-of-way with 22' of asphalt and Miami curb or Type F curb and gutters on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways within the Development.

### **Water and Wastewater Facilities**

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water will provide the potable (domestic) and fire protection services which will serve the lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. Lift stations will transport wastewater flow from the lift stations, via a 6" force main, to an existing manhole located at Detour Road and Bannon Island Road.

Reclaimed water is not available for this site. An irrigation well to be constructed and funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

### **Off-Site Improvements**

The District will provide funding for the anticipated turn lanes at the Development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2019; Phase 2 in 2020; Phase 3 in 2021. Upon completion of each phase of these improvements, inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City/County, respectively.

### **Amenities and Parks**

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks throughout the Development which will include benches and walking trails. All paths, parks, etc. discussed in this paragraph are available to the general public.

### **Electric and Lighting**

The electric distribution system serving the Development is currently planned to be underground. The District presently intends to fund the cost of the electric conduit, transformer/cabinet pads, and electric manholes required by the District. The District shall fund only the difference in cost from overhead versus underground. Electric facilities funded by the District will be owned and maintained by the District, with DUKE providing underground electrical service to the Development. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.

### **Entry Feature, Landscaping, and Irrigation**

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the Development will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the Development. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the CDD.

### **Miscellaneous**

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned Development.

## **VI. PERMITTING**

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

### **PHASE 1**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not applicable

### **PHASE 2**

<b>Permits / Approvals</b>	<b>Approval / Expected Date</b>
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

### PHASE 3

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	Not Applicable

## VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

## VIII. REPORT MODIFICATION

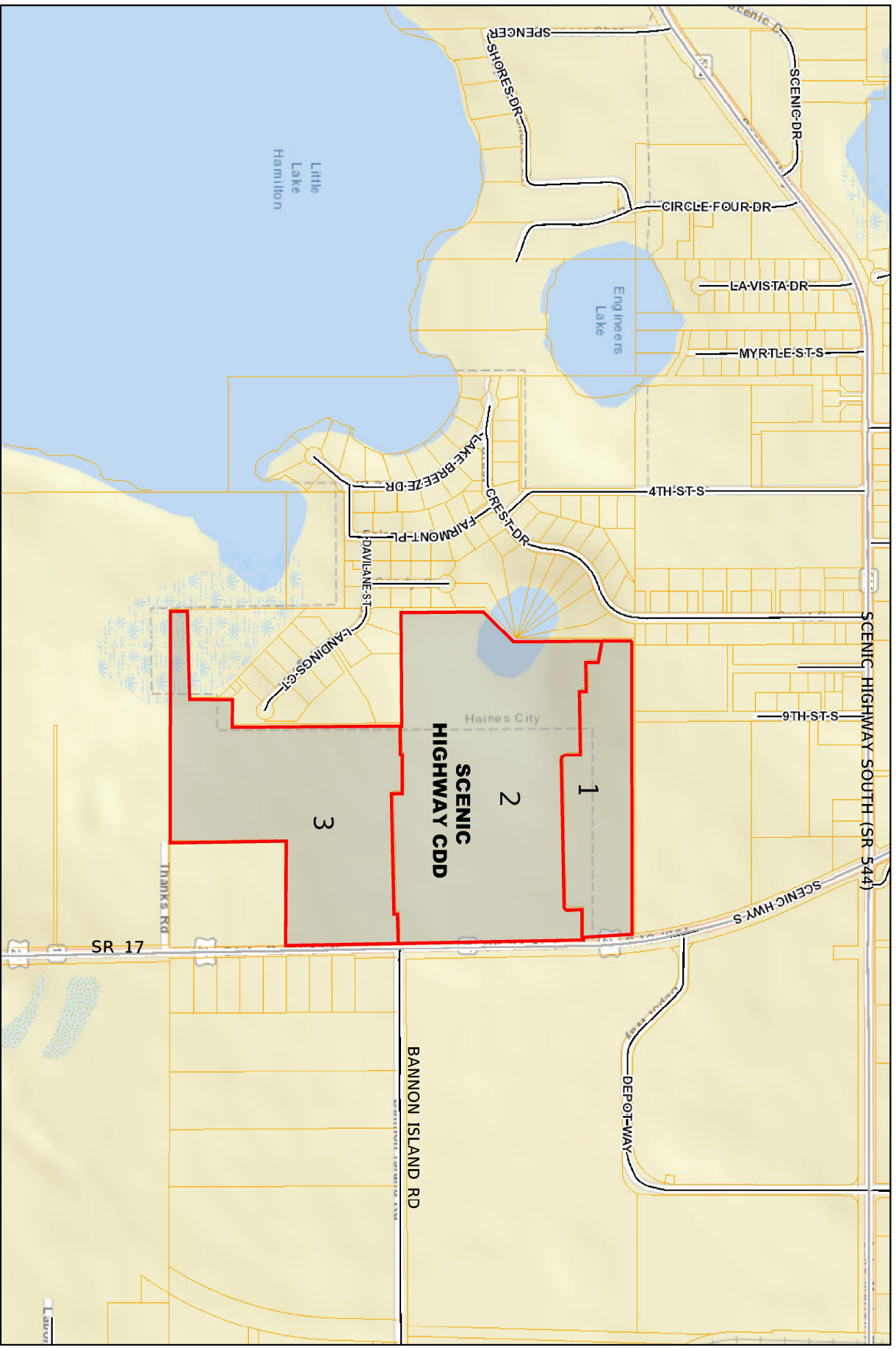
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

## IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



# LEGEND

District Boundary

## Parcel ID Numbers

1. 272804-000000-032020
2. 272804-000000-032070
3. 272804-000000-041070

## EXHIBIT 1 - LOCATION MAP

### SCENIC HIGHWAY CDD

### HAINES CITY



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# LEGAL DESCRIPTION

**PARCEL # 1 272804-000000-032020**

THAT PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 4 TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE NORTH LINE THEREOF, N-89°49'47"-E, 1209.85 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "PLS3781" STANDING ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-US ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8), SAID POINT IS A POINT ON A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: 1) SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 2815.00 FEET, A CENTRAL ANGLE/Delta OF 05°53'20", A CHORD BEARING OF S-04°11'37"-E, A CHORD DISTANCE OF 289.20 FEET, FOR AN ARC LENGTH OF 289.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 2) THENCE ALONG A RADIAL LINE N-88°45'03"-E, 17.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 3) THENCE S-01°14'57"-E, 2.61 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 191.39 FEET; THENCE S-04°19'03"-E, 71.58 FEET TO A POINT OF CURVE CONCAVE TO THE WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/Delta OF 93°04'06", A CHORD BEARING OF S-42°13'00"-W, A CHORD DISTANCE OF 36.29 FEET, FOR AN ARC LENGTH OF 40.61 FEET; THENCE S-88°45'03"-W, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/Delta OF 90°00'00", A CHORD BEARING OF N-46°14'57"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-01°14'57"-W, 75.00 FEET; THENCE S-88°45'03"-W, 370.00 FEET; THENCE N-01°14'57"-W, 40.34 FEET; THENCE S-88°45'03"-W, 157.43 FEET; THENCE N-01°14'57"-W, 65.92 FEET; THENCE N-76°30'22"-W, 127.48 FEET; THENCE N-00°24'15"-W, 172.41 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 6566", SAID POINT ALSO LIES ON THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID NORTH LINE N-89°49'48"-E, 481.76 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 13.32 ACRES, MORE OR LESS.

**PARCEL #2 272804-000000-032010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**COMMENCE** AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE WEST LINE THEREOF, S-00°24'15"-E, 858.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE **POINT OF BEGINNING**; THENCE DEPARTING SAID WEST LINE N-44°35'45"-E, 255.97 FEET; THENCE N-00°24'15"-W, 504.59 FEET; THENCE S-76°30'22"-E, 127.78 FEET; THENCE S-01°14'57"-E, 65.92 FEET THENCE N-88°45'03"-E, 157.43 FEET; THENCE S-01°14'57"-E, 40.34 FEET; THENCE N-88°45'03"-E, 370.00 FEET; THENCE S-01°14'57"-E, 75.00 FEET TO A POINT OF CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/ Delta OF 90°00'00", A CHORD BEARING OF S-46°14'57"-E, A CHORD DISTANCE 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-88°45'03"-E, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/ Delta OF 93°04'06", A CHORDING BEARING OF N-42°13'00"-E, A CHORD DISTANCE OF 36.29 FEET FOR AN ARCH LENGTH OF 40.61 FEET; THENCE N-04°19'03"-W, 71.58 FEET; THENCE N-88°45'03"-E, 191.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-U.S. ALTERNATIVE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 1050.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 185.00 FEET; THENCE S-01°14'57"-E, 17.82 FEET; THENCE S-88°45'03"-W, 690.00 FEET; THENCE N-01°14'57"-W, 60.00 FEET, THENCE S-88°45'03"-W, 220.00 FEET; THENCE S-01°14'57"-E, 6.05 FEET; THENCE S-88°45'03"-W, 165.10 FEET TO A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER OF EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE THEREOF, S-89°54'52"-W, 663.75 FEET TO A 4"X4" CONCRETE MONUMENT, WITH NO IDENTIFICATION, STANDING AT THE SOUTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE WEST LINE THEREOF, N-00°24'15"-E, 468.48 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 42.34 ACRES, MORE OR LESS.



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## EXHIBIT 2 SCENIC HIGHWAY CDD LEGAL DESCRIPTION

**PARCEL #3 272804-000000-041010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

**BEGIN** AT A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE NORTHWEST CORNER OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE N-88°45'03"-E, 165.10 FEET; THENCE N-01°14'57"-W, 6.05 FEET; THENCE N-88°45'03"-E, 220.00 FEET; THENCE S-01°14'57"-E, 60.00 FEET; THENCE N-88°45'03"-E, 690.00 FEET; THENCE N-01°14'57"-W, 17.82 FEET; THENCE N-88°45'03"-E, 185.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17- U.S. ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 650.21 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, AND ALONG SAID SOUTH LINE, S-89°51'56"-W, 605.54 FEET TO A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID SOUTH LINE, AND ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-00°28'31"-E, 661.14 FEET TO A 4"x4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER THEREOF; THENCE DEPARTING SAID EAST LINE, AND ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-89°49'01"-W, 819.64 FEET; THENCE ALONG THE SOUTH LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND CONTINUING S-89°49'01"-W, 510.44 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°21'46"-W, 107.14 FEET; THENCE DEPARTING SAID WEST LINE, N-89°49'57"-E, 510.33 FEET; THENCE N-00°25'09"-W, 245.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE N-89°49'57"-E, 154.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°25'09"-W, 971.44 FEET TO THE **POINT OF BEGINNING**.

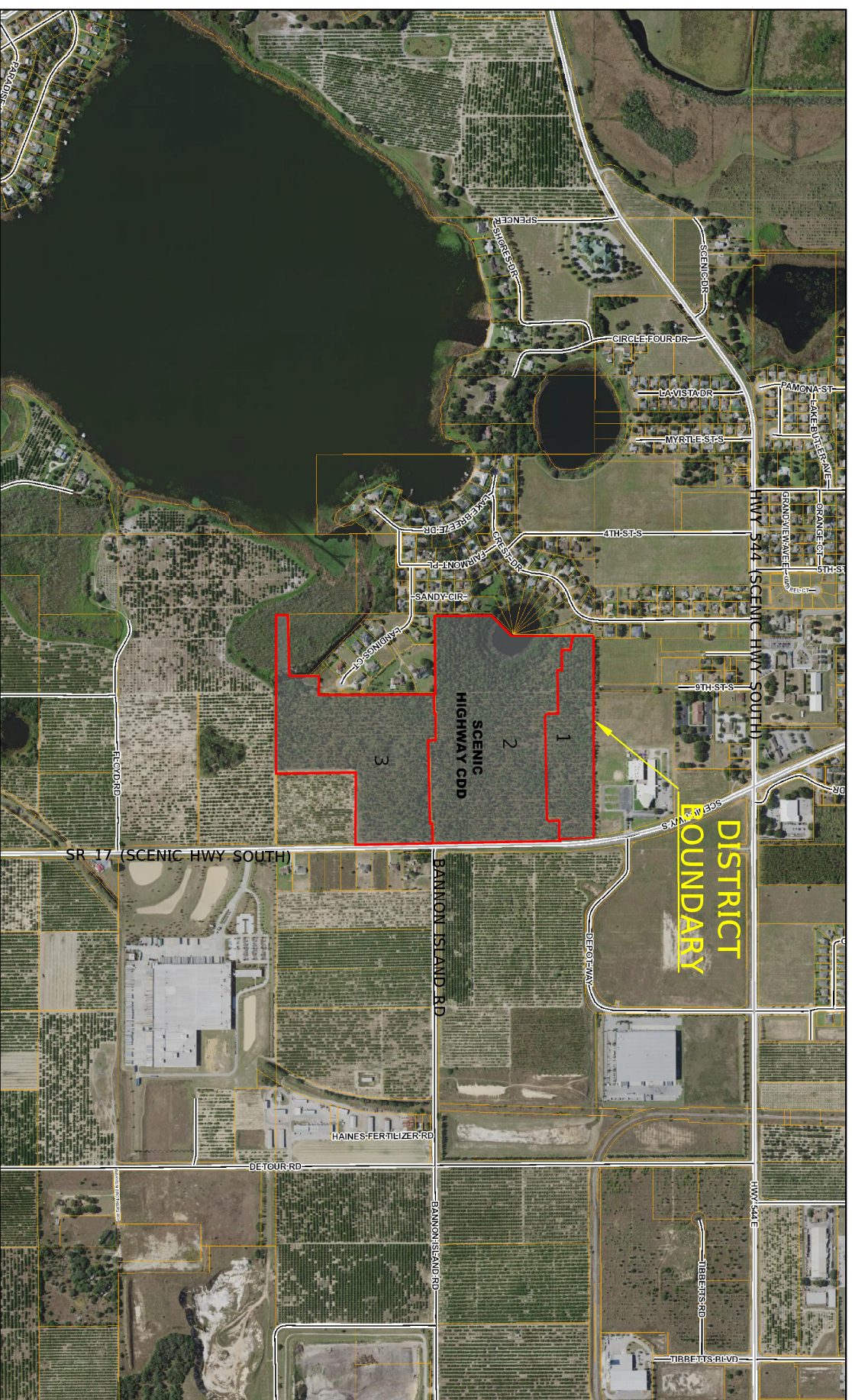
**CONTAINING** 31.19 ACRES, MORE OR LESS.

**CDD TOTAL ACREAGE CONTAINS 86.85 ACRES MORE OR LESS.**



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**EXHIBIT 2**  
**SCENIC HIGHWAY CDD**  
**LEGAL DESCRIPTION**



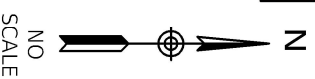
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 EMAIL: INFO@WOODCIVIL.COM

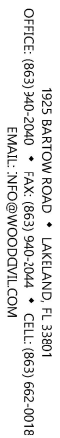
Parcel ID Numbers	
1.	272804-000000-032020
2.	272804-000000-032010
3.	272804-000000-041010

# EXHIBIT 3 - DISTRICT BOUNDARY MAP

## SCENIC HIGHWAY CDD

### HAINES CITY

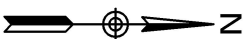
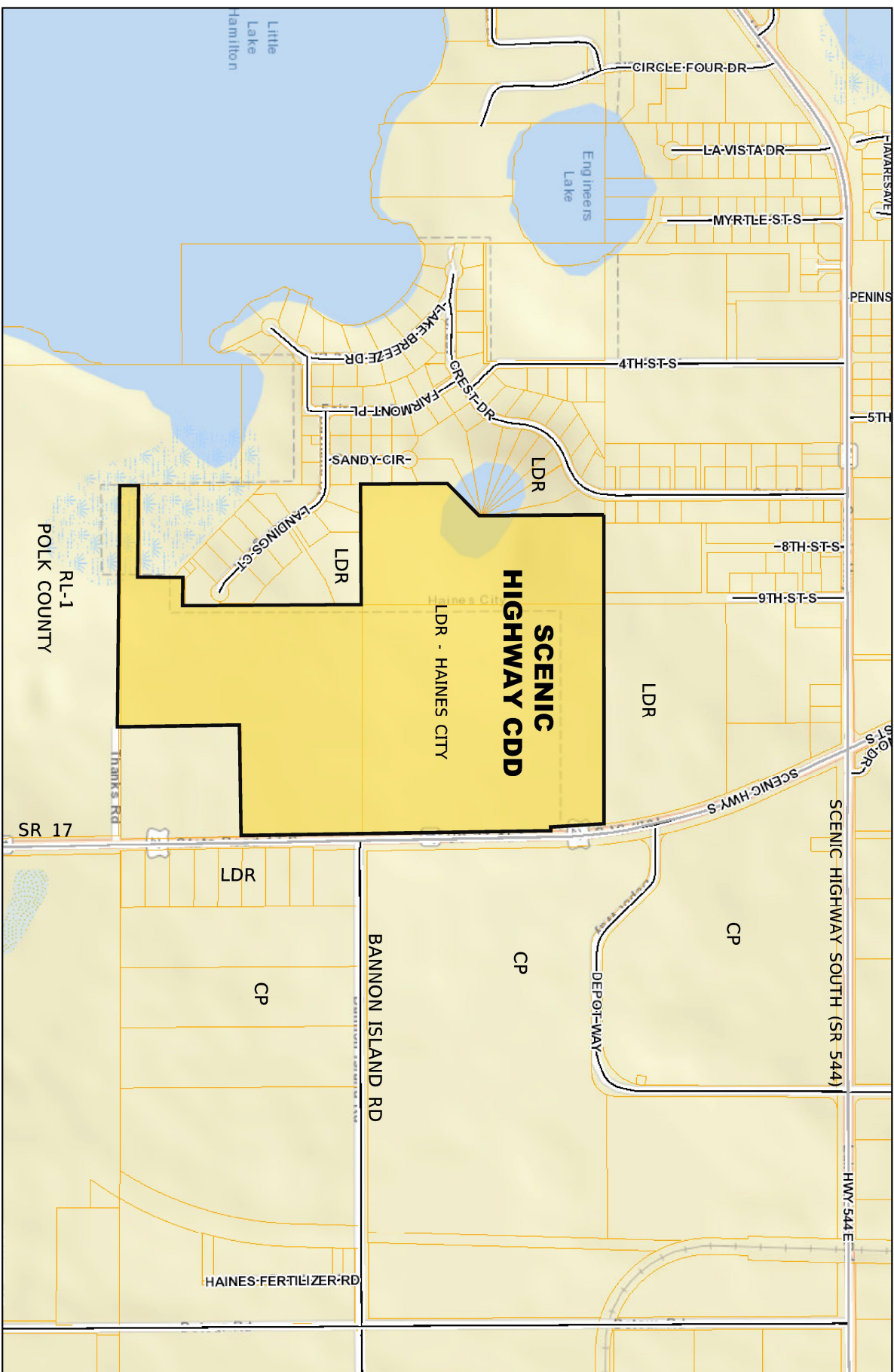


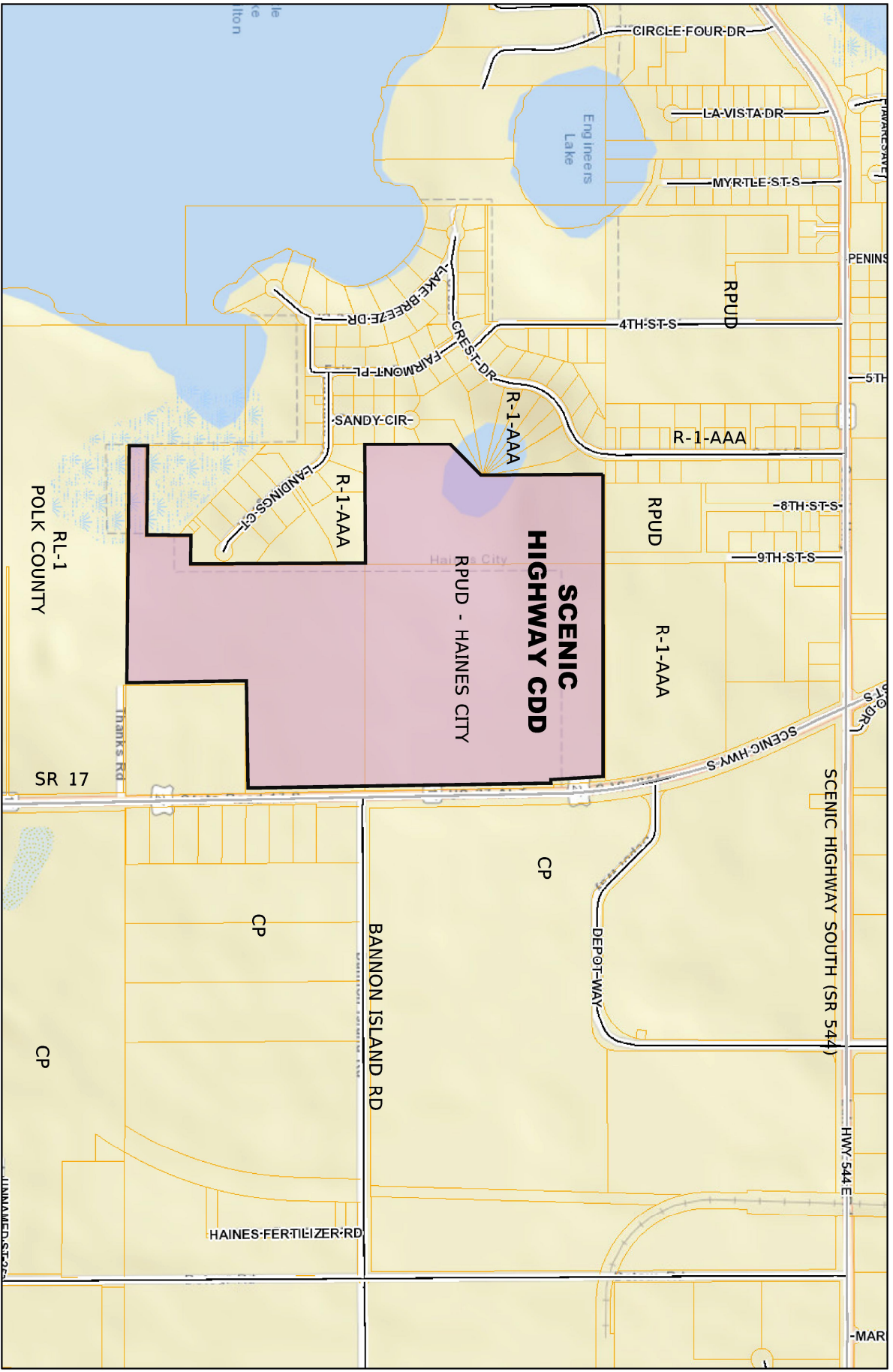


**LDR - LOW DENSITY RESIDENTIAL  
(CITY OF HAINES CITY)**

CP - COMMERCE PARK (HAINES CITY)  
RL-1 - RESIDENTIAL LOW DENSITY (POLK COUNTY)

## SCENIC HIGHWAY CDD

NO  
SCALE



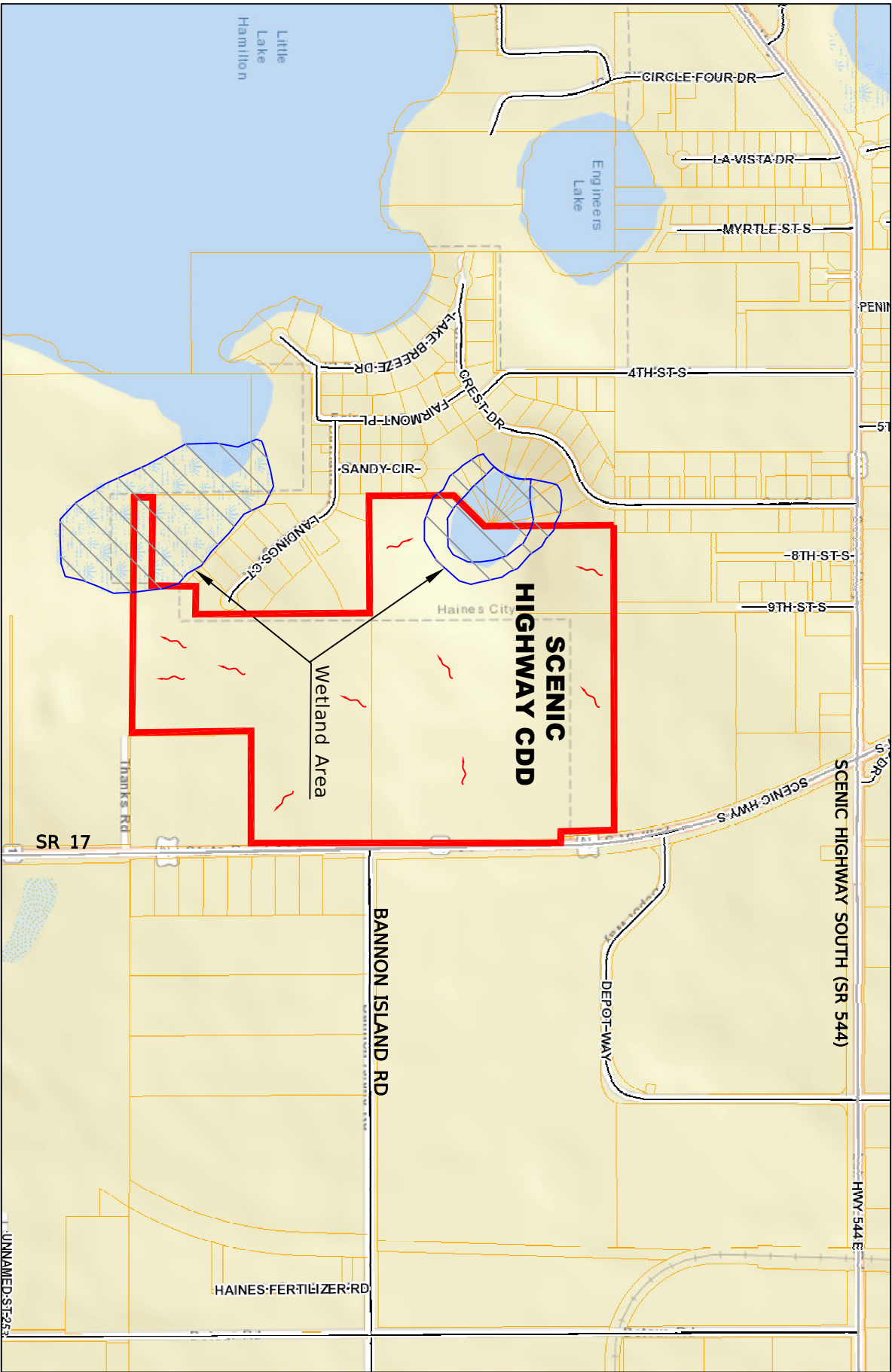
# LEGEND

- RPUD - RESIDENTIAL PLANNED UNIT DEVELOPMENT (CITY OF HAINES CITY)
- R-1-AAA - RESIDENTIAL SINGLE FAMILY (HAINES CITY)
- CP - COMMERCE PARK (HAINES CITY)
- RL-1 - RESIDENTIAL LOW DENSITY (POLK COUNTY)

## EXHIBIT 5 - ZONING MAP SCENIC HIGHWAY CDD



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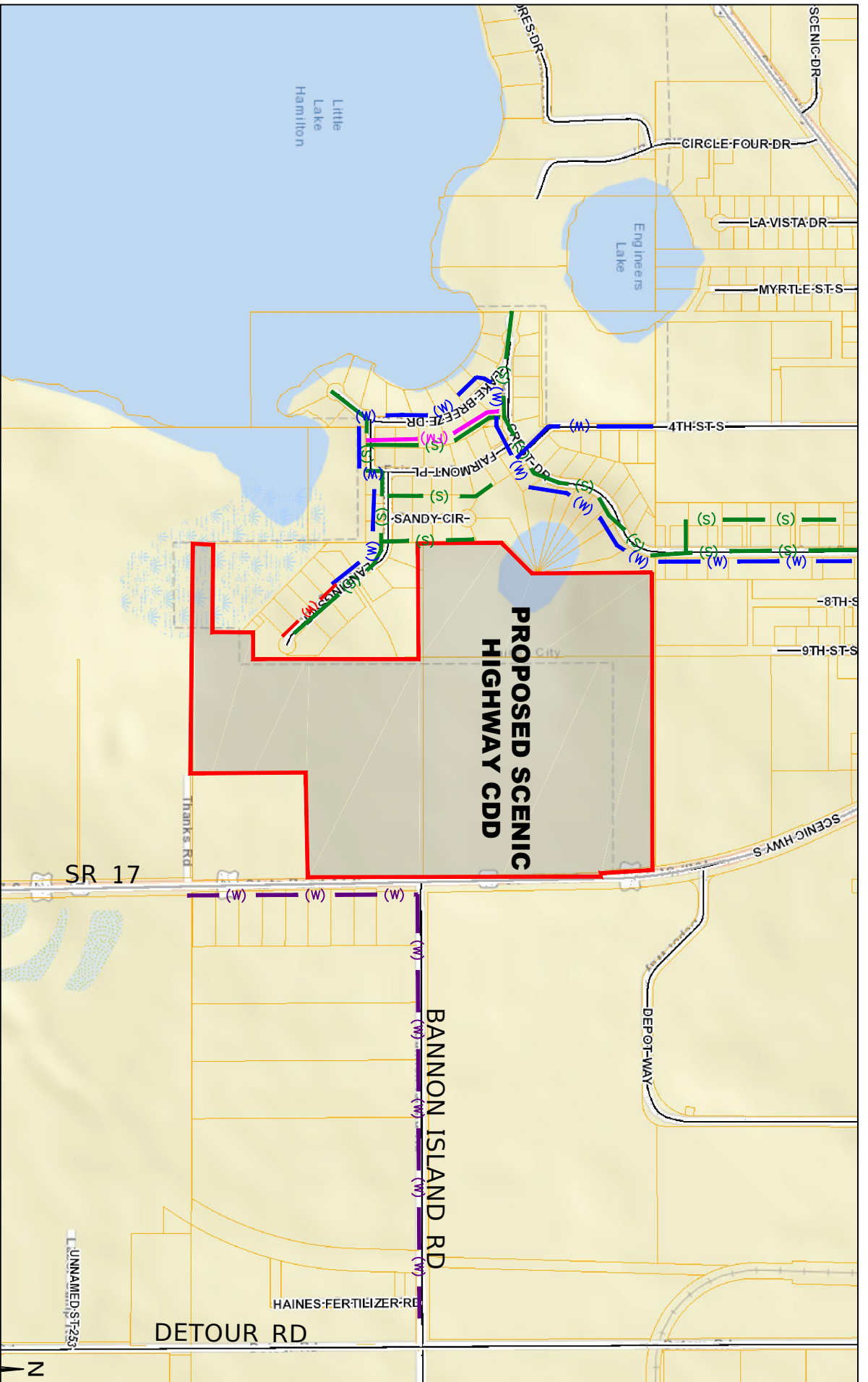
LEGEND  
 FLOW DIRECTION



1925 BARTOW ROAD • LAKELAND, FL 33801  
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COMPOSITE EXHIBIT 6  
 SCENIC HIGHWAY CDD  
 DRAINAGE MAP

N  
 NO SCALE



**Exhibit 7**  
**Scenic Highway CDD**  
**Community Development District**  
**Summary of Probable Cost**

<b><u>Infrastructure</u></b> <sup>(1)(9)</sup>	<b><u>Phase 1</u></b> <b><u>(184 Lots)</u></b> <b><u>2019-2023</u></b>	<b><u>Phase 2</u></b> <b><u>(41 Lots)</u></b> <b><u>2019-2025</u></b>	<b><u>Phase 3</u></b> <b><u>(143 Lots)</u></b> <b><u>2020-2024</u></b>	<b><u>Total</u></b> <b><u>(368 Lots)</u></b>
Offsite Improvements <sup>(5)(6)</sup>	\$ 125,000.00	\$ 25,000.00	\$ 100,000.00	\$ 250,000.00
Stormwater Management <sup>(2)(3)(5)(6)</sup>	\$2,200,000.00	\$ 490,000.00	\$ 529,686.01	\$3,219,686.00
Utilities (Water, Sewer, & Street Lighting) <sup>(5)(6) (8)</sup>	\$1,040,000.00	\$ 230,000.00	\$ 894,355.91	\$2,164,355.91
Roadway <sup>(4)(5)(6)</sup>	\$ 800,000.00	\$ 180,000.00	\$ 491,155.78	\$1,471,155.78
Entry Feature <sup>(6)(7)</sup>	\$ 300,000.00	\$ 25,000.00	\$ 162,818.00	\$ 487,818.00
Parks and Recreational Facilities <sup>(6)</sup>	\$ 500,000.00	\$ 100,000.00	\$ 300,000.00	\$ 900,000.00
Contingency	\$ 500,000.00	\$ 100,000.00	\$ 250,000.00	\$ 850,000.00
<b>TOTAL</b>	<b>\$5,465,000.00</b>	<b>\$1,150,000.00</b>	<b>\$ 2,728,015.70</b>	<b>\$9,343,015.70</b>

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2020 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. The CDD presently intends to purchase, install, and maintain the street lighting along the internal roadways within the CDD or enter into a Lighting Agreement with DUKE for operation and maintenance of the street light poles and lighting service to the District. Only undergrounding of wire in public right-of-way and on District land will be funded with bond proceeds.
9. Estimates based on Master Infrastructure to support development of 368 lots.

**Exhibit 8**  
**Scenic Highway CDD**  
**Community Development District**  
**Summary of Proposed District Facilities**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	FDOT	District Bonds	FDOT
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	**District	District Bonds	**District
Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

\*Costs not funded by bonds will be funded by the developer.

\*\* Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.



**COMP. EXHIBIT B:**  
*Assessment Methodology*

**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: November 19, 2020**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801**

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background .....	3
1.3 Special Benefits and General Benefits .....	4
1.4 Requirements of a Valid Assessment Methodology .....	4
1.5 Special Benefits Exceed the Costs Allocated .....	5
2.0 Assessment Methodology .....	5
2.1 Overview .....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit .....	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix .....	9
Table 1: Development Program .....	9
Table 2: Capital Improvement Cost Estimates.....	10
Table 3: Bond Sizing.....	11
Table 4: Allocation of Improvement Costs .....	12
Table 5: Allocation of Total Par Debt to Each Product Type.....	13
Table 6: Par Debt and Annual Assessments .....	14
Table 7: Preliminary Assessment Roll .....	15

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## **1.0 Introduction**

The Scenic Highway Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District anticipates the issuance at this time of not to exceed \$12,500,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements ("Capital Improvement Plan") within the District more specifically described in the Amended and Restated Engineer's Report dated November 19, 2020 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Capital Improvements or Capital Improvement Plan ("Capital Improvements") that benefit property owners within the District.

### **1.1 Purpose**

This Master Assessment Methodology (the "Assessment Report") provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

### **1.2 Background**

The District currently includes approximately 86.85 acres in the City of Winter Haven within Polk County, Florida (the "County"). The development program for the District currently envisions approximately 368 residential units. The proposed development program is depicted in Table 1. It is recognized that such development plan may change, and this Assessment Report will be modified or supplemented accordingly.

The Capital Improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater

management facilities, utility facilities, roadways, entry features, and park and amenity features. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

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

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

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

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

## **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property owners within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$9,343,016. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, will be approximately \$12,500,000. Without the Capital Improvement Plan, the property within the District would not be able to be developed and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District anticipates issuing approximately \$12,500,000 in Bonds in one or more series to fund the District's entire Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$12,500,000 in debt to the properties within the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and product type in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development, which these construction costs are outlined in Table 2. The Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost approximately \$9,343,016. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter to total approximately \$12,500,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

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

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the assigned properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

## **2.3 Allocation of Benefit**

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the assigned properties.

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

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined

special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the Special Assessments across the property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1  
 SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
 DEVELOPMENT PROGRAM  
 MASTER ASSESSMENT METHODOLOGY

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	368	1.00	368
Total Units	368		368

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

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

TABLE 2  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT PLAN COST ESTIMATES  
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$250,000
Stormwater Management	\$3,219,686
Utilities (Water, Sewer, & Street Lighting)	\$2,164,356
Roadway	\$1,471,156
Entry Feature	\$487,818
Parks and Amenities	\$900,000
Contingencies	\$850,000
	<u>\$9,343,016</u>

(1) A detailed description of these improvements is provided in the Amended and Restated Engineer's Report dated November 19, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$ 9,343,016
Debt Service Reserve	\$ 908,111
Capitalized Interest	\$ 1,500,000
Underwriters Discount	\$ 250,000
Cost of Issuance	\$ 220,000
Contingency	\$ 278,873
<b>Par Amount*</b>	<b>\$ 12,500,000</b>

<b>Bond Assumptions:</b>	
Interest Rate	6.00%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

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

TABLE 4  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF IMPROVEMENT COSTS  
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	368	1.00	368	100.00%	\$ 9,343,016	\$25,389
Totals	368		368	100.00%	\$ 9,343,016	

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

TABLE 5

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
 MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	368	\$ 9,343,016	\$	12,500,000		\$33,967
Totals	368	\$ 9,343,016	\$	12,500,000		

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6 SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY							
Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)	
Single Family	368	\$ 12,500,000	\$33,967	\$ 908,111	\$ 2,468	\$ 2,653	
Totals	368	\$ 12,500,000		\$ 908,111			

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

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

**TABLE 7**  
**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**  
**PRELIMINARY ASSESSMENT ROLL**  
**MASTER ASSESSMENT METHODOLOGY**

Owner	Property ID #'s*	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI Real Estate LLC	272804-0000000-032020	13.32	\$143,926	\$ 1,917,098.40	\$ 139,275.05	\$ 149,758
JMBI Real Estate LLC	272804-0000000-032010	42.34	\$143,926	\$ 6,093,839.80	\$ 442,710.65	\$ 476,033
Scenic Highway Investors LLC	272804-0000000-041010	31.19	\$143,926	\$ 4,489,061.49	\$ 326,125.30	\$ 350,672
<b>Totals</b>		<b>86.85</b>		<b>\$12,499,999.69</b>	<b>\$ 908,111</b>	<b>\$ 976,463</b>

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.00%
Maximum Annual Debt Service	\$908,111

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

**SUPPLEMENTAL  
ASSESSMENT METHODOLOGY  
  
FOR  
  
SCENIC HIGHWAY  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: December 11, 2020**

**Prepared by**

**Governmental Management Services – Central Florida, LLC  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801**

## Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background.....	3
1.3 Special Benefits and General Benefits .....	4
1.4 Requirements of a Valid Assessment Methodology .....	5
1.5 Special Benefits Exceed the Costs Allocated .....	5
2.0 Assessment Methodology .....	5
2.1 Overview .....	5
2.2 Allocation of Debt.....	6
2.3 Allocation of Benefit .....	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property .....	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments .....	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix .....	10
Table 1: Development Program .....	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing .....	12
Table 4: Allocation of Improvement Costs .....	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments .....	15
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## **1.0 Introduction**

The Scenic Highway Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District has issued \$8,120,000 of tax-exempt bonds (the “Bonds”) for the purpose of financing certain infrastructure improvements (“Capital Improvement Plan”) within the District more specifically described in the Amended and Restated Engineer’s Report dated November 19, 2020, as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of all, or a portion of the improvements contained in the Capital Improvement Plan (“Capital Improvements”) that benefit property owners within the District.

### **1.1 Purpose**

This Supplemental Assessment Methodology (the “Supplemental Report”) which supplements the certain Master Assessment Report dated November 19, 2020 (the “Master Report”) and together with the Supplemental Report (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvements. This Assessment Report may be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvements. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

### **1.2 Background**

The District currently includes approximately 86.85 acres in the City of Winter Haven within Polk County, Florida (the “County”). The development program for the District currently envisions approximately 368 residential units. The proposed development program is depicted in Table 1. It is recognized that such development

plan may change, and this Assessment Report will be modified or supplemented accordingly.

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The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvements.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvements.
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4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number and type of platted units.

### **1.3 Special Benefits and General Benefits**

Capital Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

The general public and property owners outside of the District may benefit from the provision of the Capital Improvements. However, any such benefit will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within the District. Properties outside of the District boundaries do not depend upon the District's Capital Improvements. The property owners within

the District are therefore receiving special benefits not received by the general public and those outside the District's boundaries.

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

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

- 1) The properties must receive a special benefit from the Capital Improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated or apportioned to the properties being assessed based on the special benefit such properties receive.

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

#### **1.5 Special Benefits Will Equal or Exceed the Costs Allocated**

The special benefits provided to the property owners within the District will be equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within the District will cost approximately \$9,343,016. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, is \$8,120,000. Any additional funds needed to complete the Capital Improvements Project would be provided by the Developer (JMBI Real Estate, LLC or successor). Without the Capital Improvements, the property within the District would not be able to be developed and occupied by future residents of the community.

### **2.0 Assessment Methodology**

#### **2.1 Overview**

The District has issued \$8,120,000 in Bonds to fund the District's Capital Improvements, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$8,120,000 in debt to the properties within the District benefiting from the Capital Improvements. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses and product type in the development as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Capital Improvements needed to support the development, which these construction costs are outlined in Table 2. The

Capital Improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost approximately \$9,343,016. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Capital Improvements and related costs was determined by the District's Underwriter (MBS Capital) to total \$8,120,000. Table 3 shows the breakdown of the Bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the Capital Improvements for of the District is completed. Until the platting process occurs, the Capital Improvements funded by District Bonds benefits all acres within the District.

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

Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") has begun, the Special Assessments will be to Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the Capital Improvements will be completed and the debt relating to the Bonds will be allocated to the Assigned Properties within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

## **2.3 Allocation of Benefit**

The Capital Improvements consist of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features and professional fees along with related incidental costs. There is one product type within the District. The single-family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular product type. It is important to note that the benefit derived from the Capital Improvements on a particular unit will exceed the cost that the unit will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed Capital Improvements will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. The benefit from the Capital Improvements accrue in differing amounts and are somewhat dependent on the product type receiving the special benefits peculiar to that property type, which flow from the logical relationship of the Capital Improvements to the Assigned Properties.

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

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

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

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual Special Assessment levied for the Capital Improvement as allocated.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Capital Improvement Plan is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Capital Improvements have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the product type of assignable properties.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any Special Assessment more than the determined

special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated assigned properties are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is approved, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated Bond Special Assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District, as detailed on Table 1. If the total anticipated Bond Special Assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

### **4.0 Assessment Roll**

The District will initially distribute the Special Assessments across the Unassigned Property within the District boundaries on a gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan or product type changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are not finalized with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

**TABLE 1**  
**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**  
**DEVELOPMENT PROGRAM**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Land Use	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	368	1.00	368
Total Units	368		368

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family = 1 ERU

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

**TABLE 2**  
**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT PLAN COST ESTIMATES**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Capital Improvement Plan ("CIP") (1)	Cost Estimate
Offsite Improvements	\$250,000
Stormwater Management	\$3,219,686
Utilities (Water, Sewer, & Street Lighting)	\$2,164,356
Roadway	\$1,471,156
Entry Feature	\$487,818
Parks and Amenities	\$900,000
Contingencies	\$850,000
	<b>\$9,343,016</b>

(1) A detailed description of these improvements is provided in the Amended and Restates Engineer's Report dated November 19, 2020.

TABLE 3  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
BOND SIZING  
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Description	Total
Construction Fund Phase 1 & 2	\$ 4,307,801
Constructon Fund Phase 3	\$ 2,737,847
Debt Service Reserve	\$ 459,919
Capitalized Interest	\$ 261,358
Underwriters Discount	\$ 162,400
Cost of Issuance	\$ 190,675
Contingency	\$ -
<b>Par Amount</b>	<b>\$ 8,120,000</b>
Bond Assumptions:	
Average Coupon Rate	3.88%
Amortization	30 years
Capitalized Interest	12 months
Debt Service Reserve	100 % Max Annual
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 4**  
**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**  
**ALLOCATION OF IMPROVEMENT COSTS**  
**SUPPLEMENTAL ASSESSMENT METHODOLOGY**

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	368	1.00	368	100.00%	\$ 9,343,016	\$25,389
<b>Totals</b>	<b>368</b>		<b>368</b>	<b>100.00%</b>	<b>\$ 9,343,016</b>	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	368	\$ 9,343,016	\$	8,120,000		\$22,065
Totals	368	\$ 9,343,016	\$	8,120,000		

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

TABLE 6  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE  
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	368	\$ 8,120,000	\$22,065	\$ 459,919	\$ 1,250	\$ 1,344
Totals	368	\$ 8,120,000		\$ 459,919		

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

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

TABLE 7  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
PRELIMINARY ASSESSMENT ROLL  
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JMBI Real Estate LLC	272804-0000000-032020	13.32	\$93,516	\$ 1,245,634	\$ 70,553	\$ 75,863
JMBI Real Estate LLC	272804-0000000-032010	42.34	\$93,516	\$ 3,959,470	\$ 224,265	\$ 241,146
Vmar Dev, LLC	272804-0000000-041010	31.17	\$93,516	\$ 2,914,896	\$ 165,100	\$ 177,527
Totals		86.83		\$ 8,120,000	\$ 459,919	\$ 494,536

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	3.88%
Maximum Annual Debt Service	\$459,919

Prepared by: Governmental Management Services - Central Florida, LLC

**Exhibit C:** Legal Description of Series 2020 Assessment Area (Phase 1 and Phase 2 Lands)

**Exhibit D:** Legal Description of Series 2020 Assessment Area (Phase 3 Lands)

## Exhibit E: Maturities and Coupons of Series 2020 Bonds

Dec 10, 2020 1:00 pm Prepared by DBC Finance

(Scenic Highway CDD 2020:SH-2020) Page 10

### BOND SUMMARY STATISTICS

#### Scenic Highway Community Development District Special Assessment Bonds, Series 2020

Dated Date	12/21/2020
Delivery Date	12/21/2020
Last Maturity	05/01/2051
Arbitrage Yield	3.865895%
True Interest Cost (TIC)	4.027655%
Net Interest Cost (NIC)	3.995617%
All-In TIC	4.223957%
Average Coupon	3.888172%
Average Life (years)	18.614
Weighted Average Maturity (years)	18.614
Duration of Issue (years)	12.679
Par Amount	8,120,000.00
Bond Proceeds	8,120,000.00
Total Interest	5,876,864.24
Net Interest	6,039,264.24
Total Debt Service	13,996,864.24
Maximum Annual Debt Service	459,918.75
Average Annual Debt Service	461,012.91
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term 1	650,000.00	100.000	2.750%	2.900
Term 2	935,000.00	100.000	3.250%	7.431
Term 3	2,460,000.00	100.000	3.750%	15.180
Term 4	4,075,000.00	100.000	4.000%	25.760
	8,120,000.00			18.614

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,120,000.00	8,120,000.00	8,120,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-162,400.00	-162,400.00	
- Cost of Issuance Expense		-190,675.00	
- Other Amounts			
Target Value	7,957,600.00	7,766,925.00	8,120,000.00
Target Date	12/21/2020	12/21/2020	12/21/2020
Yield	4.027655%	4.223957%	3.865895%

## Exhibit F: Sources and Uses of Funds for Series 2020 Bonds

Dec 10, 2020 1:00 pm Prepared by DBC Finance

(Scenic Highway CDD 2020:SH-2020) Page 1

### SOURCES AND USES OF FUNDS

#### Scenic Highway Community Development District Special Assessment Bonds, Series 2020

##### Sources:

Bond Proceeds:	
Par Amount	8,120,000.00
	<u>8,120,000.00</u>

##### Uses:

Project Fund Deposits:	
Phases 1 & 2 Acquisition and Construction Account	4,307,801.25
Phase 3 Escrow Subaccount	<u>2,737,847.01</u>
	7,045,648.26
Other Fund Deposits:	
DSRF (MADS w/ release)	459,918.75
Capitalized Interest Fund (through 11/1/21)	<u>261,357.99</u>
	721,276.74
Delivery Date Expenses:	
Cost of Issuance	190,675.00
Underwriter's Discount	<u>162,400.00</u>
	353,075.00
	<u>8,120,000.00</u>

## Exhibit G: Annual Debt Service Payment Due on Series 2020 Bonds

Dec 10, 2020 1:00 pm Prepared by DBC Finance

(Scenic Highway CDD 2020:SH-2020) Page 4

BOND DEBT SERVICE					
Scenic Highway Community Development District Special Assessment Bonds, Series 2020					
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2021			109,601.74	109,601.74	
11/01/2021			151,756.25	151,756.25	261,357.99
05/01/2022	155,000	2.750%	151,756.25	306,756.25	
11/01/2022			149,625.00	149,625.00	456,381.25
05/01/2023	160,000	2.750%	149,625.00	309,625.00	
11/01/2023			147,425.00	147,425.00	457,050.00
05/01/2024	165,000	2.750%	147,425.00	312,425.00	
11/01/2024			145,156.25	145,156.25	457,581.25
05/01/2025	170,000	2.750%	145,156.25	315,156.25	
11/01/2025			142,818.75	142,818.75	457,975.00
05/01/2026	175,000	3.250%	142,818.75	317,818.75	
11/01/2026			139,975.00	139,975.00	457,793.75
05/01/2027	180,000	3.250%	139,975.00	319,975.00	
11/01/2027			137,050.00	137,050.00	457,025.00
05/01/2028	185,000	3.250%	137,050.00	322,050.00	
11/01/2028			134,043.75	134,043.75	456,093.75
05/01/2029	195,000	3.250%	134,043.75	329,043.75	
11/01/2029			130,875.00	130,875.00	459,918.75
05/01/2030	200,000	3.250%	130,875.00	330,875.00	
11/01/2030			127,625.00	127,625.00	458,500.00
05/01/2031	205,000	3.750%	127,625.00	332,625.00	
11/01/2031			123,781.25	123,781.25	456,406.25
05/01/2032	215,000	3.750%	123,781.25	338,781.25	
11/01/2032			119,750.00	119,750.00	458,531.25
05/01/2033	220,000	3.750%	119,750.00	339,750.00	
11/01/2033			115,625.00	115,625.00	455,375.00
05/01/2034	230,000	3.750%	115,625.00	345,625.00	
11/01/2034			111,312.50	111,312.50	456,937.50
05/01/2035	240,000	3.750%	111,312.50	351,312.50	
11/01/2035			106,812.50	106,812.50	458,125.00
05/01/2036	250,000	3.750%	106,812.50	356,812.50	
11/01/2036			102,125.00	102,125.00	458,937.50
05/01/2037	260,000	3.750%	102,125.00	362,125.00	
11/01/2037			97,250.00	97,250.00	459,375.00
05/01/2038	270,000	3.750%	97,250.00	367,250.00	
11/01/2038			92,187.50	92,187.50	459,437.50
05/01/2039	280,000	3.750%	92,187.50	372,187.50	
11/01/2039			86,937.50	86,937.50	459,125.00
05/01/2040	290,000	3.750%	86,937.50	376,937.50	
11/01/2040			81,500.00	81,500.00	458,437.50
05/01/2041	300,000	4.000%	81,500.00	381,500.00	
11/01/2041			75,500.00	75,500.00	457,000.00
05/01/2042	315,000	4.000%	75,500.00	390,500.00	
11/01/2042			69,200.00	69,200.00	459,700.00
05/01/2043	325,000	4.000%	69,200.00	394,200.00	
11/01/2043			62,700.00	62,700.00	456,900.00
05/01/2044	340,000	4.000%	62,700.00	402,700.00	
11/01/2044			55,900.00	55,900.00	458,600.00
05/01/2045	355,000	4.000%	55,900.00	410,900.00	
11/01/2045			48,800.00	48,800.00	459,700.00
05/01/2046	365,000	4.000%	48,800.00	413,800.00	
11/01/2046			41,500.00	41,500.00	455,300.00
05/01/2047	380,000	4.000%	41,500.00	421,500.00	
11/01/2047			33,900.00	33,900.00	455,400.00
05/01/2048	400,000	4.000%	33,900.00	433,900.00	

## BOND DEBT SERVICE

Scenic Highway Community Development District  
Special Assessment Bonds, Series 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2048			25,900.00	25,900.00	459,800.00
05/01/2049	415,000	4.000%	25,900.00	440,900.00	
11/01/2049			17,600.00	17,600.00	458,500.00
05/01/2050	430,000	4.000%	17,600.00	447,600.00	
11/01/2050			9,000.00	9,000.00	456,600.00
05/01/2051	450,000	4.000%	9,000.00	459,000.00	
11/01/2051					459,000.00
	8,120,000		5,876,864.24	13,996,864.24	13,996,864.24

# SECTION A

**This space reserved for use by the Clerk of  
the Circuit Court**

**This Instrument Prepared by  
and return to:**

**Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301**

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**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2020**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Scenic Highway Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolutions 2019-26, 2019-27, 2019-30 and 2021-01 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Project described in such Assessment Resolutions. Said assessments are pledged to secure the Scenic Highway Community Development District Series 2020 Bonds. The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”), as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology* dated November 19, 2020, as further supplemented by that *Supplemental Assessment Methodology* dated December 11, 2020 (collectively, the “Assessment Report”), approved by the District. A copy of the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Scenic

Highway Community Development District, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Ph.: (407) 841-5524. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**IN WITNESS WHEREOF**, this Notice has been executed on the 17<sup>th</sup> day of December, 2020, and recorded in the Official Records of Polk County, Florida.

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by the Chairperson of the Board of Supervisors, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**SERIES 2020 ASSESSMENT AREA**

**PARCEL # 1 272804-000000-032020**

THAT PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 4 TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE NORTH LINE THEREOF, N-89°49'47"-E, 1209.85 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "PLS3781" STANDING ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-US ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8), SAID POINT IS A POINT ON A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: 1) SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 2815.00 FEET, A CENTRAL ANGLE/DELTA OF 05°53'20", A CHORD BEARING OF S-04°11'37"-E, A CHORD DISTANCE OF 289.20 FEET, FOR AN ARC LENGTH OF 289.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 2) THENCE ALONG A RADIAL LINE N-88°45'03"-E, 17.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; 3) THENCE S-01°14'57"-E, 2.61 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 191.39 FEET; THENCE S-04°19'03"-E, 71.58 FEET TO A POINT OF CURVE CONCAVE TO THE WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 93°04'06", A CHORD BEARING OF S-42°13'00"-W, A CHORD DISTANCE OF 36.29 FEET, FOR AN ARC LENGTH OF 40.61 FEET; THENCE S-88°45'03"-W, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF N-46°14'57"-W, A CHORD DISTANCE OF 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-01°14'57"-W, 75.00 FEET; THENCE S-88°45'03"-W, 370.00 FEET; THENCE N-01°14'57"-W, 40.34 FEET; THENCE S-88°45'03"-W, 157.43 FEET; THENCE N-01°14'57"-W, 65.92 FEET; THENCE N-76°30'22"-W, 127.48 FEET; THENCE N-00°24'15"-W, 172.41 FEET TO A 4" X 4" CONCRETE MONUMENT AND CAP "LB 6566", SAID POINT ALSO LIES ON THE NORTH LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID NORTH LINE N-89°49'48"-E, 481.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.32 ACRES, MORE OR LESS.

**PARCEL #2 272804-000000-032010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD AND CAP "LB 6566" STANDING AT THE NORTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE ALONG THE WEST LINE THEREOF, S-00°24'15"-E, 858.74 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE N-44°35'45"-E, 255.97 FEET; THENCE N-00°24'15"-W, 504.59 FEET; THENCE S-76°30'22"-E, 127.78 FEET; THENCE S-01°14'57"-E, 65.92 FEET THENCE N-88°45'03"-E, 157.43 FEET; THENCE S-01°14'57"-E, 40.34 FEET; THENCE N-88°45'03"-E, 370.00 FEET; THENCE S-01°14'57"-E, 75.00 FEET TO A POINT OF CURVE CONCAVE TO THE EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE/ DELTA OF 90°00'00", A CHORD BEARING OF S-46°14'57"-E, A CHORD DISTANCE 49.50 FEET, FOR AN ARC LENGTH OF 54.98 FEET; THENCE N-88°45'03"-E, 827.48 FEET TO A POINT OF CURVE CONCAVE TO THE NORTH; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/ DELTA OF

93°04'06", A CHORDING BEARING OF N-42°13'00"-E, A CHORD DISTANCE OF 36.29 FEET FOR AN ARCH LENGTH OF 40.61 FEET; THENCE N-04°19'03"-W, 71.58 FEET; THENCE N-88°45'03"-E, 191.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17-U.S. ALTERNATIVE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 1050.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S-88°45'03"-W, 185.00 FEET; THENCE S-01°14'57"-E, 17.82 FEET; THENCE S-88°45'03"-W, 690.00 FEET; THENCE N-01°14'57"-W, 60.00 FEET, THENCE S-88°45'03"-W, 220.00 FEET; THENCE S-01°14'57"-E, 6.05 FEET; THENCE S-88°45'03"-W, 165.10 FEET TO A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER OF EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE THEREOF, S-89°54'52"-W, 663.75 FEET TO A 4"X4" CONCRETE MONUMENT, WITH NO IDENTIFICATION, STANDING AT THE SOUTHWEST CORNER OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE ALONG THE WEST LINE THEREOF, N-00°24'15"-E, 468.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 42.34 ACRES, MORE OR LESS.

**PARCEL #3 272804-000000-041010**

THAT PART OF THE WEST ½ OF SECTION 4, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

BEGIN AT A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE NORTHWEST CORNER OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND RUN THENCE N-88°45'03"-E, 165.10 FEET; THENCE N-01°14'57"-W, 6.05 FEET; THENCE N-88°45'03"-E, 220.00 FEET; THENCE S-01°14'57"-E, 60.00 FEET; THENCE N-88°45'03"-E, 690.00 FEET; THENCE N-01°14'57"-W, 17.82 FEET; THENCE N-88°45'03"-E, 185.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SCENIC HIGHWAY (STATE ROAD 17- U.S. ALTERNATE 27) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 1609, PROJECT 5209-RD(8); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S-01°14'57"-E, 650.21 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, AND ALONG SAID SOUTH LINE, S-89°51'56"-W, 605.54 FEET TO A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE DEPARTING SAID SOUTH LINE, AND ALONG THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-00°28'31"-E, 661.14 FEET TO A 4"X4" CONCRETE MONUMENT AND CAP "PLS 3781" STANDING AT THE SOUTHEAST CORNER THEREOF; THENCE DEPARTING SAID EAST LINE, AND ALONG THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 4, S-89°49'01"-W, 819.64 FEET; THENCE ALONG THE SOUTH LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4, AND CONTINUING S-89°49'01"-W, 510.44 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°21'46"-W, 107.14 FEET; THENCE DEPARTING SAID WEST LINE, N-89°49'57"-E, 510.33 FEET; THENCE N-00°25'09"-W, 245.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE N-89°49'57"-E, 154.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WEST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 4; THENCE ALONG SAID WEST LINE, N-00°25'09"-W, 971.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.19 ACRES, MORE OR LESS.

CDD TOTAL ACREAGE CONTAINS 86.85 ACRES MORE OR LESS.

## SECTION V

# SECTION A

# SECTION 1

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND JMBI REAL ESTATE, LLC  
REGARDING TRUE-UP AS TO SERIES 2020 ASSESSMENTS  
(PHASE 1 AND PHASE 2 SERIES 2020 ASSESSMENT AREA)**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December, 2020 by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**JMBI REAL ESTATE, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“JMBI” or “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”) and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, JMBI is the owner of certain lands located within the boundaries of the District known as the “Phase 1 and Phase 2 Lands” as described in **Exhibit A** attached hereto; and

**WHEREAS**, Phase 1 and Phase 2 Lands are a portion of the lands, together with the Phase 3 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and

services, as detailed in the *Engineer's Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer's Report for Capital Improvements*, dated November 19, 2020 (together, the "Engineer's Report") for the improvements associated with the development of the Series 2020 Assessment Area (the "Series 2020 Project"), attached to this Agreement as **Composite Exhibit B** and the estimated costs of the improvements related to Series 2020 Project are identified therein as "Phase 1", "Phase 2", and "Phase 3"; and

**WHEREAS**, the District intends to finance a portion of the Series 2020 Project, through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the "Series 2020 Bonds"); and

**WHEREAS**, pursuant to Resolutions 2019-26, 2019-27, 2019-30 and 2021-01 (the "Assessment Resolutions"), the District imposed special assessments on the Series 2020 Assessment Area (the "Series 2020 Assessments") within the District to secure the repayment of a portion of the Series 2020 Bonds, including interest thereon; and

**WHEREAS**, JMBI agrees that all developable Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area benefit from the timely design, construction, or acquisition of the Series 2020 Project; and

**WHEREAS**, JMBI agrees that the Series 2020 Assessments which were imposed on Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon the Series 2020 Assessment Area, which Series 2020 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, JMBI waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2020 Assessments on the Series 2020 Assessment Area within the District; and

**WHEREAS**, the *Master Assessment Methodology* dated November 19, 2020, as supplemented by that *Supplemental Assessment Methodology* dated December 11, 2020 (together, the "Assessment Report"), provides that as the Series 2020 Assessment Area is platted or replatted, the allocation of the amounts assessed to and constituting a lien upon the Series 2020 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area within the District, which assumptions were provided by JMBI; and

**WHEREAS**, JMBI intends that the Phase 1 and Phase 2 Lands within the Series 2020 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which JMBI shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's

Assessment Report (which payments shall collectively be referenced as the “True-Up Payment”); and

**WHEREAS**, JMBI and the District desire to enter into an agreement to confirm JMBI’s intention and obligation, if required, to make the True-Up Payment related to the Series 2020 Assessments, subject to the terms and conditions contained herein.

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

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. COVENANTS.**

**(A)** The provisions of this Agreement shall constitute a covenant running with the Phase 1 and Phase 2 Lands, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon JMBI, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**(B)** JMBI agrees that to the extent JMBI fails to timely pay all Series 2020 Assessments collected by mailed notice of the District, said unpaid Series 2020 Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

**(A) *Assumptions as to the Phase 1 and Phase 2 Lands Series 2020 Assessments.*** As of the date of the execution of this Agreement, JMBI has informed the District that JMBI intends to plat the Phase 1 and Phase 2 Lands in the Series 2020 Assessment Area into a total of 225 single family lots or 225 Equivalent Residential Units (“ERUs”).

**(B) *Process for Reallocation of Assessments.*** The Series 2020 Assessments will be reallocated among the Series 2020 Assessment Area as the Series 2020 Assessment Area is platted or re-platted (hereinafter referred to as “plat” or “platted”). In connection with such platting of the Series 2020 Assessment Area of the District, the Series 2020 Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that the Series 2020 Assessments assigned to the Phase 1 and Phase 2 Lands will be assigned to the 225 lots of the Series 2020 Assessment Area. In furtherance thereof, at such time as the Phase 1 and Phase 2 Lands is platted, JMBI covenants that such plat or plats shall be presented to the District. The District shall allocate the Series 2020 Assessments to the number of lots being platted and the remaining lands in the Phase 1 and Phase 2 Lands the Series 2020 Assessment Area in accordance with the District’s Assessment Report and cause such reallocation to be recorded in the District’s Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area within the District owned by JMBI shall be presented to the District for review and allocation of the Series 2020 Assessments to the lots being platted and the remaining property within the Series 2020 Assessment Area in accordance with the Assessment Report (“Reallocation”). JMBI covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Series 2020 Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 225 platted lots within the Phase 1 and Phase 2 Lands of the District. Thus, at the time of platting of any portion of the Phase 1 and Phase 2 Lands, or any re-platting thereof, there must be at least 225 platted lots or EAUs in the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from JMBI or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of the Phase 1 and Phase 2 Lands are platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 225 lots or EAUs are to be platted within the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Series 2020 Assessment Area installment payable for the Series 2020 Assessment Area. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, JMBI agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Series 2020 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Series 2020 Bonds, JMBI shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with JMBI that at least 225 ERUs will be assigned to the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Phase 1 and Phase 2 Lands of the Series 2020 Assessment

Area. In the event JMBI plats less than 225 lots or EAUs within the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area, JMBI may either make a True-Up Payment or leave unassigned Series 2020 Assessments on un-platted lands within the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area, provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Series 2020 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2020 Project, including all costs of financing and interest. The District, however, may collect Series 2020 Assessments in excess of the annual debt service related to the Series 2020 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2020 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2020 Assessments collected in excess of the District's total debt service obligation for the Series 2020 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

**SECTION 4. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of JMBI's obligation to pay the Series 2020 Assessments and to abide by the requirements of the Reallocation of Series 2020 Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

**SECTION 5. RECOVERY OF COSTS AND FEES.** In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 6. NOTICE.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

<b>(A)</b> If to the District:	Scenic Highway Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
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**(B)** If to Landowner: JMBI Real Estate, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Warren K. “Rennie” Heath II

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Series 2020 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

#### **SECTION 7. ASSIGNMENT.**

**(A)** JMBI may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Series 2020 Assessment Area, binding upon JMBI and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Series 2020 Assessment Area or portions thereof, and any transferee of any portion of the Series 2020 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**(B)** No portion of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.

- (iii) Portions of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area exempt from debt special assessments or to be dedicated to the County, the District, or other governmental agencies.

Any transfer of any portion of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2020 Assessment Area from the scope and effect of this Agreement.

(C) JMBI shall not transfer any portion of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i) delivering a recorded copy of this Agreement to such third party; and
- (ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of JMBI from its obligations under this Agreement as to such portion of the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed JMBI’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2020 Assessment Area so transferred.

**SECTION 8. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the trustee for the Series 2020 Bonds (“Trustee”) on behalf and acting at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020) with regard to material amendments.

**SECTION 9. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and JMBI, both the District and JMBI have complied with all the requirements of law, and both the District and JMBI have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all of Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area without the prior written consent of the Trustee acting on behalf and at the direction of the Majority Holders with regard to amendments having a material effect on the District’s ability to pay debt service on the Series 2020 Bonds.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and JMBI and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and JMBI any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and JMBI and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee, acting on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce JMBI's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 15. PUBLIC RECORDS.** JMBI understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 18. EFFECTIVE DATE.** This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

**JMBI REAL ESTATE, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Warren K. "Rennie" Heath II, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Warren K. "Rennie" Heath II, as Manager of JMBI Real Estate, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of the Scenic Highway Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Comp. Exhibit A:**  
**Comp. Exhibit B:**

Legal Description of Series 2020 Assessment Area  
*Engineer's Report for Capital Improvements*, dated January 8, 2020,  
as further amended in the *Amended and Restated Engineer's Report*  
*for Capital Improvements*, dated November 19, 2020

## **Exhibit A – Legal Description of Series 2020 Assessment Area**

## **Composite Exhibit B – Engineer’s Report**

*[Attach]*

## SECTION 2

**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND JMBI REAL ESTATE, LLC, REGARDING THE  
ACQUISITION OF WORK PRODUCT, IMPROVEMENTS,  
AND REAL PROPERTY  
(PHASE 1 AND PHASE 2 PORTION OF THE SERIES 2020 ASSESSMENT AREA)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December, 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**JMBI REAL ESTATE, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“JMBI”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof (the “Series 2020 Project”), as described in that certain *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, JMBI is the owner and/or developer of certain lands located within the boundaries of the District known as “Phase 1 and Phase 2 Lands” as described in **Exhibit B** attached hereto that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the Phase 1 and Phase 2 Lands are a portion of the lands, together with the Phase 3 Lands, that comprise the “Series 2020 Assessment Area”; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020 (the “Series 2020 Bonds”); and

**WHEREAS**, because the Series 2020 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges JMBI’s need to have the Phase 1 and Phase 2 Lands’ Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing Series 2020 Project; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2020 Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Phase 1 and Phase 2 Lands’ portion of the Improvements, JMBI has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, JMBI desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

**WHEREAS**, JMBI and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by JMBI or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. JMBI shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by JMBI for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by

this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “Board”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee for the Series 2020 Bonds (“Trustee”). In the event that JMBI disputes the District Engineer’s opinion as to cost, the District and JMBI agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** JMBI agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

**B.** JMBI agrees to release to the District all right, title, and interest which the JMBI may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that JMBI shall retain the right, title and interest to use the Work Product, and the District shall grant JMBI a license to use the Work Product to the extent reasonably required by JMBI in connection with the ownership, construction, development, and management of the Series 2020 Project or other lands owned by JMBI to which such Work Product pertains. To the extent determined necessary by the District, JMBI shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from JMBI to the District in respect thereto.

**D.** JMBI agrees to make reasonable good faith efforts, but without imposing any requirement on JMBI to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties

hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

**E.** The District agrees to allow JMBI access to and use of the Work Product without the payment of any fee by the JMBI. However, to the extent JMBI's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, JMBI agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** JMBI has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse JMBI for those portions of the Phase 1 and Phase 2 Land' Improvements that have been commenced or completed prior to the issuance of the Series 2020 Bonds. When a portion of the Improvements is ready for conveyance by JMBI to the District, JMBI shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. JMBI agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide JMBI with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on JMBI's estimate of cost, sufficient unencumbered funds to acquire the improvement.

**A.** All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then JMBI agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

**B.** The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of JMBI, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

**C.** JMBI agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

**D.** Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to

certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by JMBI and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or JMBI providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2020 Bonds are issued, JMBI agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that real property interests are to be conveyed by JMBI and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and JMBI, then in such event, JMBI agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to JMBI or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by JMBI of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or

enjoyment thereof. JMBI shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. JMBI shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as JMBI conveys said lands to the District. At the time of conveyance, the District may require, at JMBI's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** JMBI and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in JMBI's ownership; provided, however, that such future boundary adjustments shall not affect the ability of JMBI to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

## **SECTION 6. TAXES, ASSESSMENTS, AND COSTS.**

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, JMBI agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, JMBI agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in

Subsection A above. JMBI covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the JMBI fails to make timely payment of any such taxes or costs, JMBI acknowledges the District's right to make such payment. If the District makes such payment, JMBI agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of JMBI or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and JMBI hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2020 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2020 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2020 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2020 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to JMBI for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. JMBI acknowledges that the District intends to convey some or all of the Improvements to City of Haines City or Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, JMBI agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by JMBI, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however,

that JMBI shall not be required to indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and JMBI relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee acting on behalf and at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020).

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and JMBI. The District and JMBI have complied with all the requirements of law. The District and JMBI have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

<b>(A)</b>	If to the District:	Scenic Highway Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
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	With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
--	-----------------	--

<b>(B)</b>	If to JMBI:	JMBI Real Estate, LLC 346 East Central Avenue Winter Haven, Florida 33880 Attn: Warren K. "Rennie" Heath II
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With a copy to:

Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for JMBI may deliver Notice on behalf of the District and JMBI. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and JMBI as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and JMBI and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and JMBI any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the JMBI and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2020 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the Majority Holders, be entitled to cause the District to enforce the JMBI's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Majority Holders. Such consent shall not be required in the event of a sale of the majority of the lands in Series 2020 Project then-owned by JMBI pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of JMBI under this Agreement. Upon the merger, amendment, or name change of the District, the

Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and JMBI.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2020 Bonds within five (5) years from the date of this Agreement.

**SECTION 21. PUBLIC RECORDS.** JMBI understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

WITNESS:

**JMBI REAL ESTATE, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Warren K. "Rennie" Heath II, Manager

**Comp. Exhibit A:** *Engineer's Report for Capital Improvements*, dated January 8, 2020, as  
further amended in the *Amended and Restated Engineer's Report for  
Capital Improvements*, dated November 19, 2020

**Exhibit B:** Phase 1 and Phase 2 Lands within the Series 2020 Assessment Area

## **Exhibit A – Engineer’s Report**

*[Attach]*

## **Exhibit B – Series 2020 Assessment Area**



## SECTION 3

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT RIGHTS RELATING TO PHASE 1 AND PHASE 2 OF THE  
SERIES 2020 PROJECT (SERIES 2020 ASSESSMENT AREA)**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2020 PROJECT** (“Assignment”) is made this 21<sup>st</sup> day of December 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**JMBI REAL ESTATE, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“JMBI” or “Landowner”).

**RECITALS**

**WHEREAS**, JMBI is the owner of the real property within the District identified as “Phase 1 and Phase 2 Lands”, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Phase 1 and Phase 2 Lands”); and

**WHEREAS**, the Phase 1 and Phase 2 Lands are a portion of the lands, together with the Phase 3 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District proposes to issue its \$8,120,000 Scenic Highway Community Development District Special Assessment Bonds, Series 2020 (“Series 2020 Bonds”), to finance certain improvements which will benefit all of Series 2020 Assessment Area; and

**WHEREAS**, among the security for the repayment of the Series 2020 Bonds are the debt special assessments levied against Series 2020 Assessment Area (“Series 2020 Assessments”); and

**WHEREAS**, the Parties intend that the Phase 1 and Phase 2 Lands of the Series 2020 Assessment Area will be platted and fully developed into 225 single family lots (the “Lots”), that will be ultimately owned by homebuilders or end users, unrelated to JMBI or its affiliated entities (“Development Completion”), as contemplated by the *Master Assessment Methodology* dated November 19, 2020, as supplemented by that *Supplemental Assessment Methodology* dated December 11, 2020 (together, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development, which is being partially financed with the proceeds of the Series 2020 Bonds is described in the *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), and is referred to as the “Series 2020 Project” (also known as “Phase 1”, “Phase 2”, and “Phase 3”); and

**WHEREAS**, in the event of default by JMBI in the payment of the Series 2020 Assessments securing the Series 2020 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Scenic Highway Community Development District and JMBI Real Estate, LLC, Regarding True-Up as to Series 2020 Assessments*, dated December 21, 2020), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of December 1, 2020 (the “Master Indenture”), as supplemented by that *First Supplemental Trust Indenture* dated as of December 1, 2020 (the “First Supplemental Indenture”; together with the Master Indenture, the “Indenture”), pursuant to which the Series 2020 Bonds are being issued, and the other Agreements being entered into by JMBI concurrent with respect to the Series 2020 Bonds and the Series 2020 Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents” and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2020 Project.

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

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Assignment.

**2. COLLATERAL ASSIGNMENT.**

**(a)** Subject to the terms and conditions of this Assignment, JMBI hereby collaterally assigns to the District, to the extent assignable, all of JMBI’s development rights, permits, entitlements and work product relating to development of the Phase 1 and Phase 2 Lands, in the Series 2020 Project, and JMBI’s rights as declarant of any property owner or homeowner association with respect to the Series 2020 Project (collectively, the “Development Rights”), as security for JMBI’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of

the Series 2020 Assessments levied against the Phase 1 and Phase 2 Land in the Series 2020 Project that is owned by JMBI, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2020 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of the Series 2020 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Haines City (the “City”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

**(i)** Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

**(ii)** Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;

**(iii)** Preliminary and final site plans and plats;

**(iv)** Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

**(v)** Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2020 Project or the construction of improvements within Series 2020 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Series 2020 Project;

**(vi)** Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2020 Project or the construction of improvements within the Series 2020 Project;

**(vii)** All prepaid impact fees and impact fee credits; and

**(viii)** All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

**(b)** This Assignment is not intended to and shall not impair or interfere with the development of the Series 2020 Project, including, without limitation, JMBI’s

contracts with homebuilders, if any, and end users (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of JMBI to pay the Series 2020 Assessments levied against the portion of Series 2020 Assessment Area owned by JMBI, from time to time, failure of JMBI to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2020 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Series 2020 Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

**3. WARRANTIES BY LANDOWNER.** JMBI represents and warrants to the District that:

(a) JMBI is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of JMBI to execute this Assignment and perform all of JMBI's obligations herein contained.

(c) Any transfer, conveyance or sale of the Phase 1 and Phase 2 Lands in the 2020 Project shall subject any and all affiliates or successors-in-interest of JMBI as to the Series 2020 Project or any portion thereof, to this Assignment to the extent of the portion of the Series 2020 Project so conveyed, except to the extent described in Section 2 above.

**4. COVENANTS.** JMBI covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) JMBI will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of JMBI relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of JMBI's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the

performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2020 Project, or (ii) limit JMBI's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and JMBI's obligations under the Bond Documents.

(c) JMBI agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2020 Assessments or would materially impair or impede the ability to achieve Development Completion.

**5. EVENTS OF DEFAULT.** Any breach of JMBI's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof, which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of JMBI under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

**6. REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to any portion of the Series 2020 Project owned by JMBI to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, under this Assignment, take any or all of the following actions, at the District's option, in addition to any other legally available remedies:

(a) Perform or cause to be performed any and all obligations of JMBI relating to the Development Rights and exercise or cause to be exercised any and all rights of JMBI therein as fully as JMBI could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Series 2020 Project or any portion thereof from the District or at a District foreclosure sale.

**7. AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, JMBI does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to JMBI. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release JMBI from its obligations under this Assignment, or any Bond Documents.

**8. ATTORNEYS' FEES AND COSTS.** In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**9. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

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

**11. ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the JMBI.

**12. THIRD PARTY BENEFICIARIES.** The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce JMBI's obligations hereunder acting at the direction of the Majority Holders (as defined in the Indenture). The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

**13. AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of the Majority Holders (as defined in the Indenture) with respect to material amendments

**14. MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

**15. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**16. PUBLIC RECORDS.** The JMBI understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**19. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, JMBI and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

**JMBI REAL ESTATE, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Warren K. "Rennie" Heath II, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Warren K. "Rennie" Heath II, as Manager of JMBI Real Estate, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Lauren O. Schwenk, as Vice  
Chairperson of the Board of Supervisors of the Scenic Highway Community Development  
District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Legal Description of the Series 2020 Assessment Area

## **Exhibit A – Legal Description of the Series 2020 Assessment Area**

## SECTION 4

**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND JMBI REAL ESTATE, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS  
(PHASE 1 AND PHASE 2 LAND WITHIN THE SERIES 2020 ASSESSMENT AREA)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**JMBI REAL ESTATE, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“JMBI”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, JMBI is the owner of certain lands located within the boundaries of the District known as “Phase 1 and Phase 2 Lands”; described in **Exhibit A** attached hereto and

**WHEREAS**, the Phase 1 and Phase 2 Lands are a portion of the lands, together with the Phase 3 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), attached to this Agreement as

**Composite Exhibit B**, and the estimated costs of the portion of the Improvements described as Phase 1, Phase 2, and Phase 3, comprising the “Series 2020 Project” are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on the Series 2020 Assessment Area within the District (the “Series 2020 Assessments”), to secure financing for a portion of the construction of the Series 2020 Project described in **Composite Exhibit B**, and has validated \$14,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Series 2020 Project; and

**WHEREAS**, the District intends to finance all or a portion of the Series 2020 Project through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the “Series 2020 Bonds”); and

**WHEREAS**, JMBI has requested that the District limit the amount of debt special assessments imposed upon Phase 1 and Phase 2 Lands within the Series 2020 Assessment Area by allowing JMBI to directly fund the Phase 1 and Phase 2 portion of the Series 2020 Project; and

**WHEREAS**, JMBI has agreed to complete or cause funds to be provided to the District to complete the Phase 1 and Phase 2 portion of the Series 2020 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Series 2020 Bonds; and

**WHEREAS**, in consideration of the District limiting the amount of Series 2020 Assessments on the Phase 1 and Phase 2 Lands within the Series 2020 Assessment Area, JMBI has requested that the District enter into this Agreement and to provide the terms and conditions under which the Series 2020 Project shall be completed; and

**WHEREAS**, in order to ensure that the Series 2020 Project is completed and funding is available in a timely manner to provide for its completion, JMBI and the District hereby agree that the District will be obligated to issue no more than \$8,120,000 Series 2020 Bonds to fund the Series 2020 Project and JMBI will complete or will make provision for additional funds that may be needed in the future for the completion of the Phase 1 and Phase 2 portion of the Series 2020 Project, over and above the amount of the Series 2020 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. COMPLETION OF IMPROVEMENTS.** JMBI and the District agree and acknowledge that the District’s proposed Series 2020 Bonds will provide only a portion of the funds necessary

to complete the Phase 1 and Phase 2 portion of the Series 2020 Project. Therefore, JMBI hereby agrees to complete the Phase 1 and Phase 2 portion of the Series 2020 Project or cause such funds to be provided to the District in an amount sufficient to allow the District to complete those portions of the Phase 1 and Phase 2 Series 2020 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts.

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, JMBI shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, JMBI may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the JMBI will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event JMBI, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.**

**(a)** The District and JMBI agree and acknowledge that the exact location, size, configuration, and composition of the Series 2020 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2020 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2020 Project shall require the prior written consent of the trustee for the Series 2020 Bonds (“Trustee”) acting on behalf and at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020).

**(b)** The District and JMBI acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be

considered a contribution in lieu of the imposition of debt special assessments upon the Series 2020 Assessment Area benefitted by the Series 2020 Project.

(c) (i) JMBI agrees that all developable lands within the Series 2020 Assessment Area, including JMBI's property, benefit from the timely design, construction, or acquisition of the Series 2020 Project.

(ii) JMBI agrees that the Series 2020 Assessments which were imposed on the Series 2020 Assessment Area within the District, have been validly imposed and constitute valid, legal, and binding liens upon the Series 2020 Assessment Area, which Series 2020 Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by JMBI of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$8,120,000 par amount of Series 2020 Bonds and use of the proceeds thereof to fund a portion of the Series 2020 Project, and (b) the scope, configuration, size and/or composition of the Series 2020 Project not materially changing without the consent of JMBI. Such consent is not necessary, and JMBI must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2020 Project is materially changed in response to a requirement imposed by a regulatory agency.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential, or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

**5. ENFORCEMENT OF AGREEMENT.** If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting on behalf and at the direction of the Majority Holders with respect to material amendments.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and JMBI, both the District and JMBI have

complied with all the requirements of law, and both the District and JMBI have full power and authority to comply with the terms and provisions of this Agreement.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

(a) If to the District: Scenic Highway Community Development  
District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Roy Van Wyk

(b) If to JMBI: JMBI Real Estate, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Warren K. "Rennie" Heath, II

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such Party. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and JMBI as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and JMBI and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the Majority Holders, be entitled to enforce the obligations of JMBI hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**11. ASSIGNMENT.** No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the Majority Holders.

**12. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**13. EFFECTIVE DATE.** This Agreement shall be effective upon execution by all Parties hereto.

**14. PUBLIC RECORDS.** JMBI understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

**16. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

WITNESS:

**JMBI REAL ESTATE, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Warren K. "Rennie" Heath II, Manager

**Exhibit A:** Phase 1 and Phase 2 of the Series 2020 Assessment Area  
**Comp. Exhibit B:** *Engineer's Report for Capital Improvements*, dated January 8, 2020, as  
further amended in the *Amended and Restated Engineer's Report for  
Capital Improvements*, dated November 19, 2020

## **Exhibit A – Phase 1 and Phase 2 of the Series 2020 Assessment Area**

**Comp. Exhibit B – Engineer’s Report**

*[Attach]*

# SECTION 5

This instrument was prepared by and  
upon recording should be returned to:

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

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**DECLARATION OF CONSENT TO JURISDICTION OF  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**JMBI REAL ESTATE, LLC**, a Florida limited liability company (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property”), located within the boundaries of the Scenic Highway Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges, and agrees as follows:

1. The District is, and has been at all times, on and after March 7, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of City Commissioners of the City of Haines City, Florida (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 19-1634, effective as of March 7, 2019, was duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 7, 2019, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Series 2020 Assessments”) imposed by, but not limited to, Resolutions Nos. 2019-26, 2019-27, 2019-30 and 2021-01 (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law (including but not limited to Executive Order 20-69, dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented), that the District has taken all action necessary to levy and impose the Series 2020 Assessments, and the Series 2020 Assessments are legal, valid and binding first liens upon the

Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2020 Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2020 Assessments in full at any time, or in part at one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2020 Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2020 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the "Series 2020 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2020 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2020 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2020 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Series 2020 Assessments collected by mailed notice of the District, such unpaid Series 2020 Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: (a) Executive Order 20-69 dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented ("Executive Order"), and (b) any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2020 Assessments or the Series 2020 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2020 Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 East Livingston Street, Orlando, Florida 32801.

6. The provisions of this Declaration shall constitute a covenant running with the Property and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION OR THE ASSESSMENT RESOLUTIONS.

EFFECTIVE THIS 21<sup>st</sup> day of December 2020.

IN WITNESS WHEREOF, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESSES:

**JMBI REAL ESTATE, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Warren K. "Rennie" Heath II, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Warren K. "Rennie" Heath II, as Manager of JMBI Real Estate, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A – Legal Description of the Phase 1 and Phase 2 Land within the Series 2020  
Assessment Area**

## SECTION B

# SECTION 1

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND VMAR DEV, LLC  
REGARDING TRUE-UP AS TO SERIES 2020 ASSESSMENTS  
(PHASE 3 SERIES 2020 ASSESSMENT AREA)**

**THIS TRUE-UP AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December, 2020 by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**VMAR DEV, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“VMAR” or “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”) and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District, pursuant to the Act, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, VMAR is the owner of certain lands located within the boundaries of the District known as the “Phase 3 Lands” as described in **Exhibit A** attached hereto; and

**WHEREAS**, the Phase 3 Lands are a portion of the lands, together with the Phase 1 and Phase 2 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services, as detailed in the *Engineer's Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer's Report for Capital Improvements*, dated November 19, 2020 (together, the "Engineer's Report") for the improvements associated with the development of the Series 2020 Assessment Area (the "Series 2020 Project"), attached to this Agreement as **Composite Exhibit B** and the estimated costs of the improvements related to Series 2020 Project is identified therein as "Phase 1", "Phase 2", and "Phase 3"; and

**WHEREAS**, the District intends to finance a portion of the Series 2020 Project, through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the "Series 2020 Bonds"); and

**WHEREAS**, pursuant to Resolutions 2019-26, 2019-27, 2019-30 and 2021-01 (the "Assessment Resolutions"), the District imposed special assessments on the Series 2020 Assessment Area (the "Series 2020 Assessments") within the District to secure the repayment of a portion of the Series 2020 Bonds, including interest thereon; and

**WHEREAS**, VMAR agrees that all developable lands within the Phase 3 Lands of the Series 2020 Assessment Area benefit from the timely design, construction, or acquisition of the Series 2020 Project; and

**WHEREAS**, VMAR agrees that the Series 2020 Assessments which were imposed on Phase 3 Lands of the Series 2020 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon the Series 2020 Assessment Area, which Series 2020 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, VMAR waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2020 Assessments on the Series 2020 Assessment Area within the District; and

**WHEREAS**, the *Master Assessment Methodology* dated November 19, 2020, as supplemented by that *Supplemental Assessment Methodology* dated December 11, 2020 (together, the "Assessment Report"), provides that as the Series 2020 Assessment Area is platted or replatted, the allocation of the amounts assessed to and constituting a lien upon the Series 2020 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on the Phase 3 Lands of the Series 2020 Assessment Area within the District, which assumptions were provided by VMAR; and

**WHEREAS**, VMAR intends that the Phase 3 Lands within the Series 2020 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the District's Assessment Report; and

**WHEREAS**, the District's Assessment Report anticipates a mechanism by which VMAR shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount

of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of any plat or site plan for a parcel or tract, as described in the District's Assessment Report (which payments shall collectively be referenced as the "True-Up Payment"); and

**WHEREAS**, VMAR and the District desire to enter into an agreement to confirm VMAR's intention and obligation, if required, to make the True-Up Payment related to the Series 2020 Assessments, subject to the terms and conditions contained herein.

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

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. COVENANTS.**

(A) The provisions of this Agreement shall constitute a covenant running with the Phase 3 Lands of the Series 2020 Assessment Area, which lands are described herein in **Exhibit A**, and shall remain in full force and effect and be binding upon VMAR, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

(B) VMAR agrees that to the extent VMAR fails to timely pay all Series 2020 Assessments collected by mailed notice of the District, said unpaid Series 2020 Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

**SECTION 3. SPECIAL ASSESSMENT REALLOCATION.**

(A) ***Assumptions as to the Phase 3 Lands Series 2020 Assessments.*** As of the date of the execution of this Agreement, VMAR has informed the District that VMAR intends to plat the Phase 3 Land in the Series 2020 Assessment Area into a total of 143 single family lots or 143 Equivalent Residential Units ("ERUs").

(B) ***Process for Reallocation of Assessments.*** The Series 2020 Assessments will be reallocated among the Series 2020 Assessment Area as the Series 2020 Assessment Area is platted or re-platted (hereinafter referred to as "plat" or "platted"). In connection with such platting of the Series 2020 Assessment Area of the District, the Series 2020 Assessments imposed on the lands being platted will be allocated based upon the precise number and type of lots within the area being platted. It is intended that the Series 2020 Assessments assigned to the Phase 3 Lands will be assigned to the 143 lots platted in the Phase 3 Lands of the Series 2020 Assessment Area. In furtherance thereof, at such time as the Phase 3 Lands is platted, VMAR covenants that such plat or plats shall be presented to the District. The District shall allocate the Series 2020 Assessments to the number of lots being platted and the remaining Phase 3 lands in the Series 2020 Assessment Area in accordance with the District's Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.

(i) It is or will be an express condition of the liens established by the Assessment Resolutions that any and all plats containing any portion of the Phase 3 Lands of the Series 2020 Assessment Area within the District owned by VMAR shall be presented to the District for review and allocation of the Series 2020 Assessments to the lots being platted and the remaining property within the Phase 3 Lands of the Series 2020 Assessment Area in accordance with the Assessment Report (“Reallocation”). VMAR covenants to comply with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Series 2020 Assessments and enforcement of the District’s assessment liens. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) The purpose of the True-Up calculation is to ensure that the bond debt will be able to be assigned to at least 143 platted lots or EAUs within the Phase 3 Lands of the District. Thus, at the time of platting of any portion of the Phase 3 Lands, or any re-platting thereof, there must be at least 143 platted lots in the Phase 3 Lands of the Series 2020 Assessment Area to assign the bond debt to. If not, subject to subsection (v) below, the District would require a True-Up Payment from VMAR or the person or entity seeking to file such plat in an amount sufficient to reduce the remaining bond debt to the actual number of lots platted in the Phase 3 Lands of the Series 2020 Assessment Area in the par amount per platted lot as set forth in the Assessment Report.

(iii) The True-Up calculation shall be performed at the time any portion of the Phase 3 Lands is platted.

(iv) If at the time the True-Up calculation is performed, it is determined that less than 143 lots or EAUs are to be platted within the Phase 3 Lands of the Series 2020 Assessment Area, a True-Up Payment shall become immediately due and payable. Any such True-Up Payment determined to be due shall be paid in full prior to approval of the plat. Such True-Up Payment shall be in addition to the regular Series 2020 Assessment Area installment payable for the Series 2020 Assessment Area. The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met, and in all cases, VMAR agrees that such payments shall be made in order to ensure the District’s timely payment of the debt service obligations on the Series 2020 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. If such True-Up Payment is made at least 45 days prior to an interest payment date on the Series 2020 Bonds, VMAR shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within 45 days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

(v) The foregoing is based on the District's understanding with VMAR that at least 143 ERUs will be assigned to the Phase 3 Lands of the Series 2020 Assessment Area, as identified in the Assessment Report and Engineer’s Report. However, the District agrees that nothing herein prohibits more or less than the anticipated number of ERUs to be assigned to the Phase 3 Lands of the Series 2020 Assessment Area. In the event VMAR plats less than 143 lots or EAUs within the Phase 3 Lands of the Series 2020 Assessment

Area, VMAR may either make a True-Up Payment or leave unassigned Series 2020 Assessments on un-platted lands within the Phase 3 Lands of the Series 2020 Assessment Area, provided the maximum debt allocation per developable acre as set forth in the Assessment Resolution is not exceeded. In no event shall the District collect Series 2020 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2020 Project, including all costs of financing and interest. The District, however, may collect Series 2020 Assessments in excess of the annual debt service related to the Series 2020 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2020 Bonds. If the strict application of the True-Up methodology to any Reallocation for any plat pursuant to this paragraph would result in Series 2020 Assessments collected in excess of the District's total debt service obligation for the Series 2020 Project, the District agrees to take appropriate action by resolution to equitably Reallocate the assessments.

**SECTION 4. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of VMAR's obligation to pay the Series 2020 Assessments and to abide by the requirements of the Reallocation of Series 2020 Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by any Party under this Agreement shall entitle any other Party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

**SECTION 5. RECOVERY OF COSTS AND FEES.** In the event any Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 6. NOTICE.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, by overnight delivery service, or electronic or hand delivered to the Parties, as follows:

<b>(A)</b> If to the District:	Scenic Highway Community Development District 219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
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**(B)** If to Landowner: VMar Dev, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Series 2020 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

#### **SECTION 7. ASSIGNMENT.**

**(A)** VMAR may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to all or any portion of the Series 2020 Assessment Area, binding upon VMAR and its successors and assigns including, without limitation, any purchaser and its successors and assigns as to the Series 2020 Assessment Area or portions thereof, and any transferee of any portion of the Series 2020 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

**(B)** No portion of the Phase 3 Lands of the Series 2020 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting.
- (ii)** Platted and fully-developed lots to end users.

- (iii) Portions of the Phase 3 Lands of the Series 2020 Assessment Area exempt from debt special assessments or to be dedicated to the County, the District, or other governmental agencies.

Any transfer of any portion of the Phase 3 Lands of the Series 2020 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2020 Assessment Area from the scope and effect of this Agreement.

(C) VMAR shall not transfer any portion of the Phase 3 Lands of the Series 2020 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”):

- (i) delivering a recorded copy of this Agreement to such third party; and
- (ii) satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager prior and as a condition to such transfer.

Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of VMAR from its obligations under this Agreement as to such portion of the Phase 3 Lands of the Series 2020 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 7(C)(ii) above, and the transferee shall be deemed to have assumed VMAR’s obligations in accordance herewith and shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2020 Assessment Area so transferred.

**SECTION 8. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed herein and may be modified in writing only by the mutual agreement of all Parties. This Agreement may not be amended without the prior written consent of the trustee for the Series 2020 Bonds (“Trustee”) on behalf and acting at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020) with regard to material amendments.

**SECTION 9. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and VMAR, both the District and VMAR have complied with all the requirements of law, and both the District and VMAR have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all of Phase 3 Lands of the Series 2020 Assessment Area without the prior written consent of the Trustee acting on behalf and at the direction of the Majority Holders with regard to amendments having a material effect on the District’s ability to pay debt service on the Series 2020 Bonds.

**SECTION 11. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the

preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and VMAR and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided in the immediately succeeding sentence, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and VMAR any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and VMAR and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary, the Trustee, acting on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce VMAR's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 15. PUBLIC RECORDS.** VMAR understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 18. EFFECTIVE DATE.** This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, Landowner and District have caused this Agreement to be executed and delivered on the day and year first written above.

WITNESSES:

**VMAR DEV, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Adam Rhinehart, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Adam Rhinehart, as  
Manager of VMar Dev, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of the Scenic Highway Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Comp. Exhibit A:**  
**Comp. Exhibit B:**

Legal Description of Series 2020 Assessment Area  
*Engineer's Report for Capital Improvements*, dated January 8, 2020,  
as further amended in the *Amended and Restated Engineer's Report*  
*for Capital Improvements*, dated November 19, 2020

**Exhibit A – Legal Description of Series 2020 Assessment Area**

**Composite Exhibit B – Engineer’s Report**

*[Attach]*

## SECTION 2

**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND VMAR DEV LLC, REGARDING THE ACQUISITION OF  
WORK PRODUCT, IMPROVEMENTS,  
AND REAL PROPERTY  
(PHASE 3 PORTION OF THE SERIES 2020 ASSESSMENT AREA)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December, 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**VMAR DEV, LLC**, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“VMAR”).

**RECITALS**

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, as authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within and adjacent to the District, and the anticipated cost thereof (the “Series 2020 Project”), as described in that certain *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, VMAR is the owner and/or developer of certain lands located within the boundaries of the District known as “Phase 3 Lands” as described in **Exhibit B** attached hereto that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the Phase 3 Lands are a portion of the lands, together with Phase 1 and Phase 2 Lands, that comprise the “Series 2020 Assessment Area”; and

**WHEREAS**, the District intends to finance all or a portion of the Improvements through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020 (the “Series 2020 Bonds”); and

**WHEREAS**, because the Series 2020 Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

**WHEREAS**, the District acknowledges VMAR’s need to have the Phase 3 Lands’ Improvements constructed in an expeditious and timely manner in order to develop the District lands including the lands encompassing Series 2020 Project; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Series 2020 Bonds; and

**WHEREAS**, to avoid a delay in the commencement of the construction of the Phase 3 Lands’ portion of the Improvements, VMAR has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

**WHEREAS**, the District desires to commence the acquisition of certain Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

**WHEREAS**, in conjunction with the acquisition of the Work Product and/or Improvements, VMAR desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “Real Property”); and

**WHEREAS**, VMAR and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. WORK PRODUCT.** The District agrees to pay the lesser of actual cost incurred by VMAR or fair market value, for preparation of the Work Product in accordance with the provisions of this Agreement. VMAR shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by VMAR for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (the “Acquisition Date”). The Parties agree that separate or multiple Acquisition Dates may be

established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the trustee for the Series 2020 Bonds ("Trustee"). In the event that VMAR disputes the District Engineer's opinion as to cost, the District and VMAR agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

**A.** VMAR agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be acceptable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

**B.** VMAR agrees to release to the District all right, title, and interest which the VMAR may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that VMAR shall retain the right, title and interest to use the Work Product, and the District shall grant VMAR a license to use the Work Product to the extent reasonably required by VMAR in connection with the ownership, construction, development, and management of the Series 2020 Project or other lands owned by VMAR to which such Work Product pertains. To the extent determined necessary by the District, VMAR shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

**C.** Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from VMAR to the District in respect thereto.

**D.** VMAR agrees to make reasonable good faith efforts, but without imposing any requirement on VMAR to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow VMAR access to and use of the Work Product without the payment of any fee by the VMAR. However, to the extent VMAR's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, VMAR agrees to pay such cost or expense.

**SECTION 3. IMPROVEMENTS.** VMAR has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse VMAR for those portions of the Phase 3 Land Improvements that have been commenced or completed prior to the issuance of the Series 2020 Bonds. When a portion of the Improvements is ready for conveyance by VMAR to the District, VMAR shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. VMAR agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide VMAR with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on VMAR's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then VMAR agrees to cooperate and provide such certifications, warranties, representations or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of VMAR, and the District shall pay no more than the actual cost incurred, or the fair market value of the improvement, whichever is less, as determined by the District Engineer.

C. VMAR agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product

and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by VMAR and (b) the reasonable fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**SECTION 4. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or VMAR providing adequate alternative security in compliance with Section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Series 2020 Bonds are issued, VMAR agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

**SECTION 5. CONVEYANCE OF REAL PROPERTY.**

**A. Conveyance.** In the event that real property interests are to be conveyed by VMAR and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and VMAR, then in such event, VMAR agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to VMAR or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by VMAR of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. VMAR shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which

the Improvements are constructed. VMAR shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as VMAR conveys said lands to the District. At the time of conveyance, the District may require, at VMAR's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

**B. *Boundary or Other Adjustments.*** VMAR and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in VMAR's ownership; provided, however, that such future boundary adjustments shall not affect the ability of VMAR to have the lots developed. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

#### SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

**A. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, VMAR agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, VMAR agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

**B. *Notice.*** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in Subsection A above. VMAR covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the VMAR fails to make timely

payment of any such taxes or costs, VMAR acknowledges the District's right to make such payment. If the District makes such payment, VMAR agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

**C. Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of VMAR or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and VMAR hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Series 2020 Bonds ("Prior Acquisitions"). The District agrees to pursue the issuance of the Series 2020 Bonds in good faith and, within thirty (30) days from the issuance of such Series 2020 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Series 2020 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to VMAR for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. VMAR acknowledges that the District intends to convey some or all of the Improvements to City of Haines City or Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

**SECTION 8. DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

**SECTION 9. INDEMNIFICATION.** For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, VMAR agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by VMAR, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that VMAR shall not be required to indemnify the District for a default by the District under this

Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

**SECTION 10. ENFORCEMENT OF AGREEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and VMAR relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with regards to material amendments, with the prior written consent of the Trustee acting on behalf and at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020).

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and VMAR. The District and VMAR have complied with all the requirements of law. The District and VMAR have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

<b>(A)</b>	If to the District:	Scenic Highway Community Development District 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
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	With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Post Office Box 6526 Tallahassee, Florida 32314 Attn: Roy Van Wyk
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<b>(B)</b>	If to VMAR:	VMar Dev, LLC 346 East Central Avenue Winter Haven, Florida 33880 Attn: Adam Rhinehart
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With a copy to:

Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for VMAR may deliver Notice on behalf of the District and VMAR. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and VMAR as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party hereto.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and VMAR and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and VMAR any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the VMAR and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any bondholders of Series 2020 Bonds issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the Majority Holders, be entitled to cause the District to enforce the VMAR's obligations hereunder.

**SECTION 17. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee acting on behalf of the Majority Holders. Such consent shall not be required in the event of a sale of the majority of the Phase 3 Lands then-owned by VMAR pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of VMAR under

this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

**SECTION 18. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**SECTION 19. EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the District and VMAR.

**SECTION 20. TERMINATION.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Series 2020 Bonds within five (5) years from the date of this Agreement.

**SECTION 21. PUBLIC RECORDS.** VMAR understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**SECTION 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

WITNESS:

**VMAR DEV, LLC**, a Florida limited  
liability company

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Adam Rhinehart, Manager

**Comp. Exhibit A:** *Engineer's Report for Capital Improvements*, dated January 8, 2020, as  
further amended in the *Amended and Restated Engineer's Report for  
Capital Improvements*, dated November 19, 2020

**Exhibit B:** Phase 3 Lands within the Series 2020 Assessment Area

## **Exhibit A – Engineer’s Report**

*[Attach]*

**Exhibit B – Phase 3 Lands within the Series 2020 Assessment Area**

## SECTION 3

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Roy Van Wyk, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT RIGHTS RELATING TO PHASE 3 OF THE  
SERIES 2020 PROJECT (SERIES 2020 ASSESSMENT AREA)**

**THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2020 PROJECT (“Assignment”)** is made this 21<sup>st</sup> day of December, 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**VMAR DEV, LLC**, a Florida limited liability company, an owner and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“VMAR” or “Developer”).

**RECITALS**

**WHEREAS**, VMAR is the owner of the real property within the District identified as “Phase 3 Lands”, as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Phase 3 Lands”); and

**WHEREAS**, the Phase 3 Lands are a portion of the lands, together with the Phase 1 and Phase 2 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District proposes to issue its \$8,120,000 Scenic Highway Community Development District Special Assessment Bonds, Series 2020 (“Series 2020 Bonds”), to finance certain improvements which will benefit all of Series 2020 Assessment Area; and

**WHEREAS**, among the security for the repayment of the Series 2020 Bonds are the debt special assessments levied against Series 2020 Assessment Area (“Series 2020 Assessments”); and

**WHEREAS**, the Parties intend that the Phase 3 Lands of the Series 2020 Assessment Area will be platted and fully developed into 143 single family lots (the “Lots”) that will be ultimately owned by homebuilders or end users, unrelated to VMAR or its affiliated entities (“Development Completion”), as contemplated by the *Master Assessment Methodology* dated November 19, 2020, as supplemented by that *Supplemental Assessment Methodology* dated December 11, 2020 (together, the “Assessment Report”), all of such Lots and associated improvements being referred to herein as the “Development”; and

**WHEREAS**, the Development, which is being partially financed with the proceeds of the Series 2020 Bonds is described in the *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), and is referred to as the “Series 2020 Project” (also known as “Phase 1”, “Phase 2”, and “Phase 3”); and

**WHEREAS**, in the event of default by VMAR in the payment of the Series 2020 Assessments securing the Series 2020 Bonds, or in the payment of a True-Up Obligation (as defined in the *Agreement by and between the Scenic Highway Community Development District and VMAR Dev, LLC, Regarding True-Up as to Series 2020 Assessments*, dated December 21, 2020), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture* dated as of December 1, 2020 (the “Master Indenture”), as supplemented by that *First Supplemental Trust Indenture* dated as of December 1, 2020 (the “First Supplemental Indenture”; together with the Master Indenture, the “Indenture”), pursuant to which the Series 2020 Bonds are being issued, and the other Agreements being entered into by VMAR concurrent with respect to the Series 2020 Bonds and the Series 2020 Assessments (the Indentures and Agreements being referred to collectively as the “Bond Documents” and such remedies being referred to collectively as the “Remedial Rights”), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2020 Project.

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

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Assignment.

**2. COLLATERAL ASSIGNMENT.**

**(a)** Subject to the terms and conditions of this Assignment, VMAR hereby collaterally assigns to the District, to the extent assignable, all of VMAR’s development rights, permits, entitlements and work product relating to development of the Phase 3 Lands, in the Series 2020 Project, and VMAR’s rights as declarant of any property owner or homeowner association with respect to the Series 2020 Project (collectively, the “Development Rights”), as security for VMAR’s payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of

the Series 2020 Assessments levied against the Phase 3 Lands in the Series 2020 Project that is owned by VMAR, its successors and assigns, and any True-Up Obligation. The Development Rights shall include, without limitation, the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2020 Project, but shall specifically exclude any portion of the Development Rights which relate solely to (x) Lots which have been or are conveyed to homebuilders unaffiliated with the Landowner or homebuyers effective as of such conveyance, or (y) any portion of the Series 2020 Project which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the City of Haines City (the “City”), the District, any utility provider, governmental or quasi-governmental entity, any homeowner’s or property owner’s association or other governing entity or association as may be required by applicable permits, approvals, plats or entitlements or regulations affecting the District, if any, in each case effective as of such transfer, conveyance and/or dedication, as applicable:

(i) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development assignments;

(ii) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities and other improvements;

(iii) Preliminary and final site plans and plats;

(iv) Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;

(v) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2020 Project or the construction of improvements within Series 2020 Project, or off-site to the extent such off-site improvements are necessary or required to complete the Series 2020 Project;

(vi) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2020 Project or the construction of improvements within the Series 2020 Project;

(vii) All prepaid impact fees and impact fee credits; and

(viii) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(b) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2020 Project, including, without limitation, VMAR’s contracts with homebuilders, if any, and end users (collectively, “Sales Contracts”), and

shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of VMAR to pay the Series 2020 Assessments levied against the portion of Series 2020 Assessment Area owned by VMAR, from time to time, failure of VMAR to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(c) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2020 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to the City, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Series 2020 Project to an unaffiliated homebuilder or end user but only as to such portion transferred, from time to time.

3. **WARRANTIES BY LANDOWNER.** VMAR represents and warrants to the District that:

(a) VMAR is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery, and performance of this Assignment.

(b) No action has been brought or threatened which would in any way interfere with the right of VMAR to execute this Assignment and perform all of VMAR's obligations herein contained.

(c) Any transfer, conveyance, or sale of the Phase 3 Lands in the 2020 Project shall subject any and all affiliates or successors-in-interest of VMAR as to the Series 2020 Project or any portion thereof, to this Assignment to the extent of the portion of the Series 2020 Project so conveyed, except to the extent described in Section 2 above.

4. **COVENANTS.** VMAR covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(a) VMAR will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of VMAR relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights.

(b) The Development Rights include all of VMAR's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights;

provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2020 Project, or (ii) limit VMAR's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and VMAR's obligations under the Bond Documents.

(c) VMAR agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2020 Assessments or would materially impair or impede the ability to achieve Development Completion.

**5. EVENTS OF DEFAULT.** Any breach of VMAR's warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof, which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of VMAR under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an "Event of Default", under this Assignment.

**6. REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to any portion of the Series 2020 Project owned by VMAR to the District or its designee pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, under this Assignment, take any or all of the following actions, at the District's option, in addition to any other legally available remedies:

(a) Perform or cause to be performed any and all obligations of VMAR relating to the Development Rights and exercise or cause to be exercised any and all rights of VMAR therein as fully as VMAR could;

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and,

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Series 2020 Project or any portion thereof from the District or at a District foreclosure sale.

**7. AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, VMAR does hereby authorize and shall direct any party to any agreements relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to VMAR. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District's rights under this Assignment shall operate to release VMAR from its obligations under this Assignment or any Bond Documents.

**8. ATTORNEYS' FEES AND COSTS.** In the event that any Party is required to enforce this Assignment by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**9. AUTHORIZATION.** The execution of this Assignment has been duly authorized by the appropriate body or official of the Parties; the Parties have complied with all the requirements of law; and the Parties have full power and authority to comply with the terms and provisions of this instrument.

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

**11. ARM'S LENGTH TRANSACTION.** This Assignment has been negotiated fully between the Parties as an arm's length transaction. Both Parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the VMAR.

**12. THIRD PARTY BENEFICIARIES.** The Parties hereto agree that the trustee under the Indenture ("Trustee"), on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and entitled to enforce VMAR's obligations hereunder acting at the direction of the Majority Holders (as defined in the Indenture). The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties.

**13. AMENDMENT.** This Assignment may be amended by an instrument in writing executed by all of the Parties hereto, but only with the written consent of the Trustee acting at the direction of the Majority Holders (as defined in the Indenture) with respect to material amendments

**14. MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

**15. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Assignment shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**16. PUBLIC RECORDS.** The VMAR understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other law, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**19. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, VMAR and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

**VMAR DEV, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Adam Rhinehart, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Adam Rhinehart, as Manager of VMAR Dev, LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

WITNESSES:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Lauren O. Schwenk, as Vice Chairperson of the Board of Supervisors of the Scenic Highway Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Legal Description of the Series 2020 Assessment Area

## **Exhibit A – Legal Description of Phase Lands of the Series 2020 Assessment Area**

## SECTION 4

**AGREEMENT BY AND BETWEEN THE SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT AND VMAR DEV, LLC, REGARDING THE  
COMPLETION OF CERTAIN IMPROVEMENTS  
(PHASE 3 LAND WITHIN THE SERIES 2020 ASSESSMENT AREA)**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 21<sup>st</sup> day of December 2020, by and between (collectively, the “Parties”):

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Haines City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

**VMAR DEV, LLC**, a Florida limited liability company, an owner of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its successors and assigns (“VMAR”); and

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Haines City, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including stormwater management facilities, water and sewer utilities, roadways, irrigation, off-site improvements, landscape and hardscape, street lighting, parks and recreation, and other infrastructure within or without the boundaries of the District, as described in that Engineer’s Report, as defined below (“Improvements”); and

**WHEREAS**, VMAR is the owner of certain lands located within the boundaries of the District known as “Phase 3”, described in **Exhibit A** attached hereto: and

**WHEREAS**, the Phase 3 Lands are a portion of the lands, together with the Phase 1 and Phase 2 Lands, that comprise the “Series 2020 Assessment Area”, that will be subject to the proposed issuance of the Series 2020 Bonds, defined herein; and

**WHEREAS**, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as described in the *Engineer’s Report for Capital Improvements*, dated January 8, 2020, as further amended in the *Amended and Restated Engineer’s Report for Capital Improvements*, dated November 19, 2020 (together, the “Engineer’s Report”), attached to this Agreement as **Composite Exhibit B**, and the estimated costs of the portion of the Improvements described as Phase 1, Phase 2, and Phase 3, comprising the “Series 2020 Project” are identified therein; and

**WHEREAS**, the District has imposed debt special assessments on the Series 2020 Assessment Area within the District (the “Series 2020 Assessments”), to secure financing for a portion of the construction of the Series 2020 Project described in **Composite Exhibit B**, and has validated \$14,000,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition of Improvements including a portion of the Series 2020 Project; and

**WHEREAS**, the District intends to finance all or a portion of the Series 2020 Project through the anticipated issuance of its Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the “Series 2020 Bonds”); and

**WHEREAS**, VMAR has requested that the District limit the amount of debt special assessments imposed upon the Phase 3 Lands within the Series 2020 Assessment Area by allowing VMAR to directly fund the Phase 3 portion of the Series 2020 Project; and

**WHEREAS**, VMAR has agreed to complete or cause funds to be provided to the District to complete the Phase 3 portion of the Series 2020 Project, as set forth in the Engineer’s Report, not funded by proceeds of the Series 2020 Bonds; and

**WHEREAS**, in consideration of the District limiting the amount of Series 2020 Assessments on the Phase 3 Lands within the Series 2020 Assessment Area, VMAR has requested that the District enter into this Agreement and to provide the terms and conditions under which the Series 2020 Project shall be completed; and

**WHEREAS**, in order to ensure that the Series 2020 Project is completed and funding is available in a timely manner to provide for its completion, VMAR and the District hereby agree that the District will be obligated to issue no more than \$8,120,000 Series 2020 Bonds to fund the Series 2020 Project and VMAR will complete or will make provision for additional funds that may be needed in the future for the completion of the Phase 3 portion of the Series 2020 Project, over and above the amount of the Series 2020 Bonds including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. COMPLETION OF IMPROVEMENTS.** VMAR and the District agree and acknowledge that the District’s proposed Series 2020 Bonds will provide only a portion of the funds necessary to complete the Phase 3 portion of the Series 2020 Project. Therefore, VMAR hereby agrees to complete the Phase 3 portion of the Series 2020 Project or cause such funds to be

provided to the District in an amount sufficient to allow the District to complete those portions of the Phase 3 Series 2020 Project which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the “Remaining Improvements”), whether pursuant to existing contracts, including change orders thereto, or future contracts.

**(a) Subject to Existing Contract.** When all or any portion of the Remaining Improvements are subject to an existing District contract, VMAR shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

**(b) Not Subject to Existing Contract.** When any portion of the Remaining Improvements is not the subject of an existing District contract, VMAR may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the VMAR will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed. Notwithstanding the foregoing, in the event VMAR, either jointly or individually, fails to timely provide funds or to complete the Remaining Improvements, the District may exercise its authority to issue additional bonds, notes or similar obligations, and certify for collection additional special assessments in an amount sufficient to complete the Remaining Improvements.

### **3. OTHER CONDITIONS AND ACKNOWLEDGMENTS.**

**(a)** The District and VMAR agree and acknowledge that the exact location, size, configuration, and composition of the Series 2020 Project may change from that described in the Engineer’s Report depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2020 Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes. Material changes to the Series 2020 Project shall require the prior written consent of the trustee for the Series 2020 Bonds (“Trustee”) acting on behalf and at the direction of the Majority Holders (as defined in the *First Supplemental Trust Indenture*, dated as of December 1, 2020).

**(b)** The District and VMAR acknowledge and agree that the provision of funds under this Agreement or the completion of the Remaining Improvements will be considered a contribution in lieu of the imposition of debt special assessments upon the Series 2020 Assessment Area benefitted by the Series 2020 Project.

(c) (i) VMAR agrees that all developable lands within the Series 2020 Assessment Area, including VMAR's property, benefit from the timely design, construction, or acquisition of the Series 2020 Project.

(ii) VMAR agrees that the Series 2020 Assessments which were imposed on the Series 2020 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon the Series 2020 Assessment Area, which Series 2020 Assessments remain unsatisfied.

(d) Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by VMAR of its obligations hereunder are expressly subject to, dependent and conditioned upon (a) the issuance of \$8,120,000 par amount of Series 2020 Bonds and use of the proceeds thereof to fund a portion of the Series 2020 Project, and (b) the scope, configuration, size and/or composition of the Series 2020 Project not materially changing without the consent of VMAR. Such consent is not necessary, and VMAR must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2020 Project is materially changed in response to a requirement imposed by a regulatory agency.

**4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by any Party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential, or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third party.

**5. ENFORCEMENT OF AGREEMENT.** If any Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other(s) all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AMENDMENTS.** This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto, but only with the written consent of the Trustee acting on behalf and at the direction of the Majority Holders with respect to material amendments.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and VMAR, both the District and VMAR have complied with all the requirements of law, and both the District and VMAR have full power and authority to comply with the terms and provisions of this Agreement.

**8. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

(a) If to the District: Scenic Highway Community Development  
District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Roy Van Wyk

(b) If to VMAR: VMar Dev, LLC  
346 East Central Avenue  
Winter Haven, Florida 33880  
Attn: Adam Rhinehart

With a copy to: Straughn & Turner, P.A.  
255 Magnolia Avenue SW  
Winter Haven, Florida 33880  
Attn: Richard E. Straughn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such Party. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**9. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and VMAR as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either Party.

**10. THIRD PARTY BENEFICIARIES.** Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as otherwise provided in this Section 10 with respect to Trustee, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and VMAR and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the Majority Holders, be entitled to enforce the obligations of VMAR hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**11. ASSIGNMENT.** No Party hereto may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Parties and the Trustee acting on behalf and at the direction of the Majority Holders.

**12. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida.

**13. EFFECTIVE DATE.** This Agreement shall be effective upon execution by all Parties hereto.

**14. PUBLIC RECORDS.** VMAR understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

**16. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity, or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and year first written above.

ATTEST:

**SCENIC HIGHWAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lauren O. Schwenk  
Vice Chairperson, Board of Supervisors

WITNESS:

**VMAR DEV, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Adam Rhinehart, Manager

**Exhibit A:** Phase 3 of the Series 2020 Assessment Area  
**Comp. Exhibit B:** *Engineer's Report for Capital Improvements*, dated January 8, 2020, as  
further amended in the *Amended and Restated Engineer's Report for  
Capital Improvements*, dated November 19, 2020

## **Exhibit A – Phase 3 of the Series 2020 Assessment Area**

**Comp. Exhibit B – Engineer’s Report**

*[Attach]*

## SECTION 5

This instrument was prepared by and  
upon recording should be returned to:

Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

---

**DECLARATION OF CONSENT TO JURISDICTION OF  
SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

**VMAR DEV, LLC**, a Florida limited liability company, (the “Landowner”), is the owner of those lands as more particularly described in **Exhibit A** attached hereto (the “Property”), located within the boundaries of the Scenic Highway Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges, and agrees as follows:

1. The District is, and has been at all times, on and after March 7, 2019, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of City Commissioners of the City of Haines City, Florida (“City”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 19-1634, effective as of March 7, 2019, was duly and properly adopted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 7, 2019, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “Series 2020 Assessments”) imposed by, but not limited to, Resolutions Nos. 2019-26, 2019-27, 2019-30 and 2021-01 (collectively, the “Assessment Resolutions”), duly adopted by the Board of Supervisors of the District (the “Board”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law (including but not limited to Executive Order 20-69, dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented), that the District has taken all action necessary to levy and impose the Series 2020 Assessments, and the Series 2020 Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2020 Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2020 Assessments in full at any time, or in part at one time, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2020 Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2020 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Scenic Highway Community Development District Special Assessment Bonds, Series 2020, in the principal amount of \$8,120,000 (the "Series 2020 Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Series 2020 Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2020 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2020 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; (iv) to the extent Landowner fails to timely pay any Series 2020 Assessments collected by mailed notice of the District, such unpaid Series 2020 Assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year; and (v) any and all rights to challenge the validity of: (a) Executive Order 20-69 dated March 20, 2020, issued by Governor Ron DeSantis, as amended, extended and supplemented ("Executive Order"), and (b) any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2020 Assessments or the Series 2020 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law or any waiver of Florida law granted in said Executive Order, including any extensions thereof.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2020 Assessments is available from the District Manager (Governmental Management Services – Central Florida, LLC), 219 East Livingston Street, Orlando, Florida 32801.

6. The provisions of this Declaration shall constitute a covenant running with the Property and shall remain in full force and effect and be binding upon Landowner, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER

LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION OR THE ASSESSMENT RESOLUTIONS.

**EFFECTIVE THIS 21<sup>st</sup>** day of December, 2020.

**IN WITNESS WHEREOF**, Landowner and the District have caused this Declaration to be executed and delivered on the day and year first written above.

WITNESSES:

**VMAR DEV, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Adam Rhinehart, Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Adam Rhinehart, as Manager of VMar Dev LLC.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## **Exhibit A – Legal Description of the Phase 3 Lands within the Series 2020 Assessment Area**

## SECTION VI

November 17, 2020

Board of Supervisors  
*Scenic Highway Community Development District*  
219 East Livingston Street  
Orlando, FL 32801

The following represents our understanding of the services we will provide *Scenic Highway Community Development District*.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Scenic Highway Community Development District*, as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise *Scenic Highway Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

#### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements regarding the District's general fund. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Scenic Highway Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

With respect to any nonattest services we perform, such as drafting the financial statements and proposing adjusting or correcting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The engagement is limited to the drafting of financial statements as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### Reporting

We will issue a written report upon completion of our audit of *Scenic Highway Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Scenic Highway Community Development District*. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

### Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2021 and the audit reports and all corresponding reports will be issued no later than May 31, 2021.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDermitt Davis & Company, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$3,300 for the year ended September 30, 2020 (\$3,400 for September 30, 2021, \$3,500 for September 30, 2022 and \$3,500 for September 30, 2023), the audit fee will increase \$900 in the year the district issues bonds, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Scenic Highway Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for three additional years subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Scenic Highway Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

This audit engagement letter with any addendum, if any, constitute the complete and exclusive statement of the agreement between the parties.

#### **Public Records**

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Government Management Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor shall 1) Keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Auditor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Auditor, Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, JBURNS@GMSCFL.COM, OR AT 219 EAST LIVINGSTON ST., ORLANDO, FL 32801.**

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*McDirmit Davis*

McDirmit Davis, LLC  
Orlando, FL

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Scenic Highway Community Development District

Acknowledged and agreed on behalf of Scenic Highway Community Development District by:

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



PRIDA, GUIDA & PEREZ, P.A.  
CERTIFIED PUBLIC ACCOUNTANTS  
1106 N. FRANKLIN STREET  
TAMPA, FLORIDA 33602  
TELEPHONE: (813) 226-6091  
FAX: (813) 229-7754

## Report on the Firm's System of Quality Control

August 21, 2020

To the Owners of McDirmit Davis, LLC  
And the Peer Review Committee of the  
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis, LLC has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

## SECTION VII

**SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**CONSTRUCTION SERVICES FOR FDOT OFFSITE GEOMETRIC IMPROVEMENTS  
POLK COUNTY, FLORIDA**

Notice is hereby given that the Scenic Highway Community Development District ("District") will receive proposals for the following District project:

**FDOT Offsite Geometric Improvements**

The Project Manual will be available beginning **Wednesday, December 23, 2020** at 8:00 AM EST at the offices of the Scenic Highway Community Development District's Engineer, Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Lakeland, Florida 33801 or by calling (863) 940-2040 or emailing [bids@woodcivil.com](mailto:bids@woodcivil.com). Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Dennis Wood at [bids@woodcivil.com](mailto:bids@woodcivil.com). Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered

with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to bids@woodcivil.com no later than 3:00 PM EST, on **Wednesday, January 6, 2021.**

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than 3:00 PM EST, **Monday, January 25, 2021,** at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road Lakeland, FL 33801. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at a public meeting to be held at 3:00 PM EST, Monday, January 18, 2021, at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Scenic Highway Community Development District  
District Manager

**Run Date: December 23, 2020**

I.C.
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**SCENIC HIGHWAY COMMUNITY DEVELOPMENT**  
**DISTRICT EVALUATION CRITERIA**

**FDOT Offsite Geometric Improvements**  
**POLK COUNTY, FLORIDA**

---

**PERSONNEL** **(5 POINTS)**

---

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

---

**EXPERIENCE** **(15 POINTS)**

---

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

---

**UNDERSTANDING SCOPE OF WORK** **(20 POINTS)**

---

Demonstration of the Proposer's understanding of the project requirements.

---

**FINANCIAL CAPABILITY** **(10 POINTS)**

---

Extent to which the proposal demonstrates the adequacy of the Proposer's financial resources and stability as a business entity, necessary to complete the services required.

---

**SCHEDULE** **(25 POINTS)**

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Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

---

**PRICE** **(25 POINTS)**

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Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

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**TOTAL POINTS** **(100 POINTS)**

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## SECTION VIII



**Marsha M. Faux, CFA, ASA**  
**Polk County Property Appraiser**  
**2021 Data Sharing and Usage Agreement**

**SCENIC HIGHWAY CDD**

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **SCENIC HIGHWAY CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).


The confidentiality of personal identifying and location information including: names, physical/mailling/street addresses, parcel ID, legal property description, subdivision/neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.


The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

Signature:   
Print: Marsha M. Faux CFA, ASA  
Title: Polk County Property Appraiser  
Date: December 1, 2020

**SCENIC HIGHWAY CDD**

Signature:   
Print: Jill Burns  
Title: District Manager  
Date: 12/2/20

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

## SECTION IX

# CONTRACT AGREEMENT

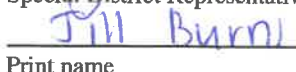
This Agreement made and entered into on Monday, December 07, 2020 by and between the Scenic Highway Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.


1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Scenic Highway Community Development District.
3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 16, 2021**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Wednesday, September 15, 2021**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Wednesday, September 15, 2021** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

  
Special District Representative

  
Print name

 District Manager 12-7-2020  
Title Date

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:

  
Marsha M. Faux, Property Appraiser

# SECTION X

# SECTION C

# SECTION 1

# SCENIC HIGHWAY

## Community Development District

### Summary of Checks

November 12, 2020 to December 09, 2020

Bank	Date	Check No.'s	Amount	
General Fund	11/18/20	69	\$	175.00
	12/4/20	70	\$	477.16
			\$	652.16
			\$	652.16

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/18/20	00005	10/01/20 83651	202010 310-51300-54000 SPECIAL DISTRICT FEE FY21	DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00 000069
12/04/20	00004	10/31/20 1042299	202010 310-51300-48000 NOT OF SUPERVISOR 10/8/20	THE LEDGER/NEW CHIEF	*	477.16	477.16 000070
TOTAL FOR BANK A						652.16	
TOTAL FOR REGISTER						652.16	

SCEN SCENIC HIGHWAY IAGUILAR

## SECTION 2

***Scenic Highway***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2020***



# Table of Contents

1	<hr/> Balance Sheet
2	<hr/> General Fund
3	<hr/> Capital Projects Fund
4	<hr/> Month to Month
5	<hr/> Developer Contribution Schedule

**Scenic Highway**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2020**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
Cash:			
Operating Account	\$ 38,791	\$ -	\$ 38,791
<b>Total Assets</b>	<b>\$ 38,791</b>	<b>\$ -</b>	<b>\$ 38,791</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 16,456	\$ -	\$ 16,456
Due To Developer	\$ -	\$ 19,657	\$ 19,657
<b>Total Liabilities</b>	<b>\$ 16,456</b>	<b>\$ 19,657</b>	<b>\$ 36,112</b>
<b>Fund Balances:</b>			
Unassigned	\$ 22,335	\$ -	\$ 22,335
Assigned for Capital Projects	\$ -	\$ (19,657)	\$ (19,657)
<b>Total Fund Balances</b>	<b>\$ 22,335</b>	<b>\$ (19,657)</b>	<b>\$ 2,679</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 38,791</b>	<b>\$ -</b>	<b>\$ 38,791</b>

**Scenic Highway**  
**Community Development District**  
**General Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2020**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/20	Thru 11/30/20	Variance
<b><u>Revenues</u></b>				
Developer Contributions	\$ 166,127	\$ 25,381	\$ 25,381	\$ -
<b>Total Revenues</b>	<b>\$ 166,127</b>	<b>\$ 25,381</b>	<b>\$ 25,381</b>	<b>\$ -</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 2,000	\$ 1,000	\$ 1,000
Engineering	\$ 15,000	\$ 2,500	\$ -	\$ 2,500
Attorney	\$ 25,000	\$ 4,167	\$ -	\$ 4,167
Annual Audit	\$ 3,300	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 5,833	\$ 5,833	\$ (0)
Information Technology	\$ 2,350	\$ 392	\$ 150	\$ 242
Telephone	\$ 300	\$ 50	\$ -	\$ 50
Postage & Delivery	\$ 1,000	\$ 167	\$ 34	\$ 132
Insurance	\$ 5,700	\$ 5,700	\$ 5,381	\$ 319
Printing & Binding	\$ 1,000	\$ 167	\$ 0	\$ 167
Legal Advertising	\$ 10,000	\$ 1,667	\$ 477	\$ 1,190
Other Current Charges	\$ 5,000	\$ 833	\$ -	\$ 833
Office Supplies	\$ 625	\$ 104	\$ 6	\$ 99
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Miscellaneous	\$ -	\$ 265	\$ 265	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 131,310</b>	<b>\$ 24,679</b>	<b>\$ 13,321</b>	<b>\$ 11,358</b>
<b><u>Operations &amp; Maintenance:</u></b>				
<b><u>Field Services</u></b>				
Property Insurance	\$ 5,000	\$ -	\$ -	\$ -
Field Management	\$ 6,250	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 11,650	\$ -	\$ -	\$ -
Landscape Replacement	\$ 1,042	\$ -	\$ -	\$ -
Streetlights	\$ 5,250	\$ -	\$ -	\$ -
Electric	\$ 833	\$ -	\$ -	\$ -
Water & Sewer	\$ 417	\$ -	\$ -	\$ -
Sidewalk & Asphalt Maintenance	\$ 208	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,042	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ 2,083	\$ -	\$ -	\$ -
Contingency	\$ 1,042	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ 34,817</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 166,127</b>	<b>\$ 24,679</b>	<b>\$ 13,321</b>	<b>\$ 11,358</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 12,060</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 10,276</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 22,335</b>	

**Scenic Highway**  
**Community Development District**  
**Capital Projects Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2020**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/20	Thru 11/30/20	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Capital Outlay - Cost Of Issuance	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ (19,657)</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (19,657)</b>	

**Scenic Highway**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Developer Contributions	\$ 25,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,381
<b>Total Revenues</b>	<b>\$ 25,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>25,381</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,000
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,833
Information Technology	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 0	\$ 34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	34
Insurance	\$ 5,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,381
Printing & Binding	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Legal Advertising	\$ 477	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	477
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Miscellaneous	\$ -	\$ 265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	265
<b>Total General &amp; Administrative:</b>	<b>\$ 10,028</b>	<b>\$ 3,294</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>13,321</b>
<b><u>Operations &amp; Maintenance:</u></b>													
<b><u>Field Services</u></b>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 10,028</b>	<b>\$ 3,294</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>13,321</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 15,353</b>	<b>\$ (3,294)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>12,060</b>

**Scenic Highway**  
**Community Development District**  
**Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY19)	General Fund Portion (FY20)	General Fund Portion (FY21)	Over and (short) Balance Due
FY19								
1	3/6/19	5/20/19	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
2	7/10/19	8/21/19	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
3	9/27/19	11/4/19	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
FY20								
1	11/5/19	12/24/19	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -
2	2/25/20	3/20/20	\$ 20,000	\$ 20,000		\$ 20,000	\$ -	\$ -
3	9/11/20	9/22/20	\$ 25,381	\$ 25,381		\$ 20,000	\$ 5,381	\$ -
FY21								
1	10/15/20	11/25/20	\$ 35,000	\$ 35,000		\$ 15,000	\$ 20,000	\$ -
			\$ 160,381	\$ 160,381	\$ 60,000	\$ 75,000	\$ 25,381	\$ -

**Total Developer Contributions FY21**

**\$ 25,381**