

*Scenic Highway
Community Development District*

Meeting Agenda

December 16, 2021

AGENDA

Scenic Highway

Community Development District

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

December 9, 2021

**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 16, 2021, at 9:00 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/87876471068>

Call-In Information: 1-646-876-9923
Meeting ID: 878 7647 1068

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers 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 18, 2021 Board of Supervisors Meeting
4. Consideration of Resolution 2022-02 Electing Officers
5. Ratification of Phase 1 and Phase 2 Common Area Conveyance Documents
6. Consideration of Quote from ProPlaygrounds for Playground Equipment
7. Consideration of Equipment Lease/Purchase Agreement for Playground Equipment
8. Consideration of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
9. Consideration of Contract Agreement with Polk County Property Appraiser
10. Staff Reports
 - A. Attorney

¹ Comments will be limited to three (3) minutes

- B. Engineer
- C. Field Manager's Report
- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Ratification of:
 - a) Series 2020 Phase 1 & 2 Requisitions #55 to #59
 - b) Series 2020 Phase 3 Requisitions #47 to #49
 - c) Fiscal Year 2022 Phase 1 and 2 Funding Requests #1 and #2
 - d) Fiscal Year 2022 Phase 3 Funding Request #1

11. Other Business

12. Supervisors Requests and Audience Comments

13. Adjournment

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 18, 2021** at 9:00 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath <i>joined late</i>	Chairman
Lauren Schwenk <i>via Zoom</i>	Vice-Chairman
Patrick Marone	Assistant Secretary
Bobbie Henley	Assistant Secretary
Christine Aviles	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, Hopping Green & Sams
Clayton Smith	GMS
Marshall Tindal	GMS
Jessica Kowalski	Nominated as Assistant Secretary

The following is a summary of the discussions and actions taken at the November 18, 2021 Scenic Highway Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. There were three members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present at the meeting.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Elected Board Members (Christine Aviles, Bobbie Henley, and Patrick Marone)

Ms. Burns swore in Christine Aviles, Bobbie Henley, and Patrick Marone.

B. Consideration of Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns stated that a Landowner's meeting was held on November 2nd and Christine Aviles, Bobbie Henley and Patrick Marone were elected.

**Rennie Heath joined the meeting at this time.*

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

Ms. Bobbie Henley resigned at this time.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Resignation of Ms. Bobbie Henley, was approved.

Jessica Kowalski was nominated to be elected to the Board at this time.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Nomination of Ms. Jessica Kowalski to Fill the Board Vacancy, was approved.

Ms. Kowalski was sworn in by Ms. Burns at this time.

D. Consideration of Resolution 2022-02 Electing Officers

**This item was not discussed and will be added to the next agenda.*

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 19, 2021 Board of Supervisors Meeting, and November 2, 2021 Landowners' Meeting

Ms. Burns presented the minutes of the August 19, 2021 Board of Supervisors meeting minutes and the November 2, 2021 Landowners' Election. Ms. Burns asked for any comments or corrections to the minutes. The Board had no changes.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Minutes of the August 19, 2021 Board of Supervisors Meeting and November 2, 2021 Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Ratification of Phase 3 Common Area
Conveyance Documents**

Ms. Burns stated that these had already been executed and recorded and needed to be ratified by the Board.

On MOTION by Mr. Marone, seconded by Ms. Aviles, with all in favor, the Phase 3 Common Area Conveyance Documents, was ratified.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03
Waiving a Portion of the Rules of
Procedure Regarding Notice of Meetings**

Ms. Burns stated that this was reviewed and it was decided that it was sufficient to have an annual meeting notice posted to the website instead of placing advertisements in the paper for individual meetings.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, Resolution 2022-03 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Audit Services
Engagement Letter for Fiscal Year 2021**

Ms. Burns stated that this letter was from McDirmit Davis and that they are also who performed the audit from the previous year. The amount was \$3,400.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2021, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

**i. Memorandum Regarding Wastewater Services and Stormwater Management
Needs Analysis**

Mr. Wyk stated that the memorandum was regarding a report about the status of wastewater systems and stormwater management. This analysis is not due until June 2022. He stated that the memorandum was included in the agenda and offered to answer any questions.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Smith reviewed his report for the Board. There was a quote for \$23,360 from Prince & Sons.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Quote from Prince & Sons for \$23,360, was approved.

D. District Manager's Report

i. Approval of Check Register

Mr. Burns stated that the check register was included in the package. The total was \$305,858.27. She asked if there were any questions, and hearing none asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Check Register for \$305,858.27, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated that the financials were included in the package, but no action was needed.

iii. Ratification of:

- a. Series 2020 Phase 1 & 2 Requisitions #52, #53, and #54**
- b. Series 2020 Phase 3 Requisitions #27 through #45**
- c. Fiscal Year 2021 Funding Requests #11 through #16**

Mr. Burns noted that the requisitions had previously been approved and asked that the Board ratify them at this time.

On MOTION by Mr. Heath, seconded by Ms. Kowalski, with all in favor, the Series 2020 Phase 1 & 2 Requisitions #52, #53, and #54; Phase 3 Requisitions #27 through #45, and the Fiscal Year 2021 Funding Requests #11 to #16, were ratified.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

The Board asked that a discussion regarding the playground be added to the next agenda.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Scenic Highway Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Haines City, Polk County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

1. DISTRICT OFFICERS. The District officers are as follows:

_____ is appointed Chairperson.
_____ is appointed Vice-Chairperson.
_____ is appointed Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.

2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of December 2021

ATTEST:

**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION V

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared Warren K. Heath II ("Affiant") who after first being duly sworn deposes and states as follows:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person.

2. That Affiant is Manager of JM BI REAL ESTATE, LLC (the "**Seller**"), which Seller may be the owner of a United States real property interest (the "**Property**") attached hereto as **Exhibit A**.

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

Tax ID No.: _____
_____ [address associated with Tax ID]

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

[Signatures on next page]

FURTHER AFFIANT SAYETH NOT.

By: W.K. Heath II
Print Name: Warren K. Heath II
Title: Manager of JMBI REAL ESTATE, LLC
Date: December 9, 2021

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 9 day of December, 2021 by Warren K. Heath II, Manager of JMBI REAL ESTATE, LLC, a Florida limited liability company, on behalf of company.

Christine Aviles

(Official Notary Signature)

Name: Christine Aviles
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

[notary seal]



EXHIBIT A

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **JMBI REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

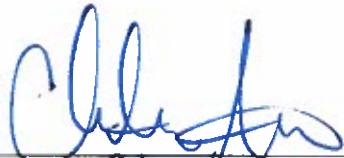
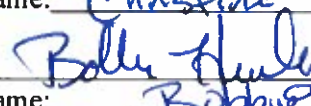
[SIGNATURES ON NEXT PAGE]


IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company



Print Name: Christine Aviles

Print Name: Bobbie Henley


By: Warren K. Heath II
Its: Manager

STATE OF FLORIDA

COUNTY OF POLK

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 9 day of December, 2021 by Warren K. Heath II, Manager of JMBI REAL ESTATE, LLC, a Florida limited liability company, on behalf of company.


(Official Notary Signature)
Name: Christine Aviles
Personally Known
OR Produced Identification
Type of Identification

[notary seal]



CONSENT TO ASSIGNMENT AGREEMENT

THIS CONSENT TO ASSIGNMENT AGREEMENT (“Consent”) is made and entered into this 9th day of December, 2021 by and between JMBI Real Estate, a Florida limited liability company, (“**Assignor**”); and NVR, Inc., a Virginia corporation, (“**Mortgagee**”); and Scenic Highway Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Polk County, Florida, (the “**District**”).

RECITALS

WHEREAS, Assignor and Mortgagee previously entered into that certain *Indemnity Mortgage*, dated September 23, 2020, as amended from time to time (the “**Agreement**”), made by Assignor in favor of Mortgagee securing Mortgagee’s indebtedness by Assignor’s property situated in Polk County, Florida, and more particularly described on Exhibit A (the “**Property**”), attached hereto and made a part hereof by reference; and

WHEREAS, Assignor intends to enter into an agreement with the District resulting in Assignor assigning the Property to the District, which assignment requires written approval from the Mortgagee to be effective; and

WHEREAS, Assignor and the Mortgagee hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section 18 of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to the District, the District desires to accept such assignment, and the Mortgagee desires to express that it agrees with and has no objection to such assignment; and

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Consent.

2. MORTGAGEE CONSENT TO ASSIGNMENT OF THE AGREEMENT. The Mortgagee consents to Assignor’s assignment of the Property to the District. Assignor and the District acknowledge and agree that Assignor and the District shall be jointly and severally liable for any injury to Mortgagee property caused by Assignor occurring prior to the effective date of this Consent.

3. DISTRICT’S ACCEPTANCE OF LIABILITY. The District agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. **NOTICES.** Upon this Consent, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Scenic Highway Community Development District
c/o Governmental Management Services – Central
Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Blvd. Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Mortgagee: NVR, Inc.
4307 Vineland Road, Suite H-22
Orlando, Florida 32811
Attn: Kirk Kubista

C. If to Assignor: JMBI Real Estate, LLC
346 E. Central Avenue
Winter Haven, Florida 33880
Attn: Warren K. Heath II

5. **COUNTERPARTS.** This Consent 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 PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Consent effective as of the date set forth above.

Attest:


**District: Scenic Highway Community
Development District**



Print Name: Christine Ailes

By: 
Print Name: Lauren Schuk
Its: Mgr

Witness:

Assignor: JBMI REAL ESTATE, LLC


Print Name: Christine Ailes

By: 
Print Name: Warren K. Heath II
Its: Manager

Witness:

Mortgagee: NVR, INC.

Print Name: _____

By: _____
Print Name: _____
Its: _____

Exhibit A

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida

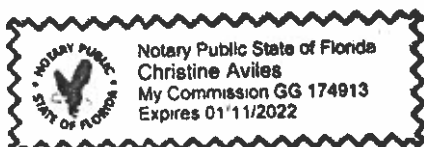


Exhibit A
LEGAL DESCRIPTION OF PROPERTY

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared Warren K. Heath II, ("Affiant") as Manager of JMBI REAL ESTATE, LLC, a Florida limited liability company (the "Company" or "Owner"), with a principal address of 346 East Central Avenue, Winter Haven, Florida, 33880, who after first being duly sworn deposes and states as follows:

1. That Affiant knows of his own knowledge that JMBI REAL ESTATE, LLC is the owner of the fee simple title in and to certain lands located in Polk County, Florida described as follows:

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida.

2. That the above-described land together with all improvements thereon ("Property") is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

3. Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely.

4. That there are no mechanic's or materialman's or laborer's liens against the above-described Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman, engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

5. That within the past ninety (90) days, the Owner has not made any improvements, alterations or repairs to the above described Property for which costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same at the instance of the Owner which remain unpaid.


6. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

7. Affiant knows of no action or proceeding relating to the Property, which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.


8. Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

9. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

FURTHER AFFIANT SAYETH NOT.

By: 
Print Name: Warren K. Heath II
Title: Manager of JMBI REAL ESTATE, LLC
Date: December 9, 2021

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 9 day of December, 2021 by Warren K. Heath II, Manager of JMBI REAL ESTATE, LLC, a Florida limited liability company, on behalf of company.


(Official Notary Signature)
Name: Christine Aviles
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

[notary seal]



PREPARED BY AND RETURN TO:

Roy Van Wyk, Esquire
KEI LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 323314

Parcel No. 27-28-04-000000-041010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 9th day of December, 2021, by **JMBI REAL ESTATE, LLC**, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida, 33880 (hereinafter called the "grantor"), in favor of **SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described as:

Tracts A, B, C, AND D, TOGETHER WITH BREGGIA COURT, NINTH STREET, OFANTO WAY, PANARO LANE, PIAVE STREET, SERCHIO STREET, STAFFORA STREET AND TANARO LANE OF MAGNOLIA PARK 1 AND 2, according to the map or plat thereof as recorded in Plat Book 184, Pages 1-6, inclusive, of the Public Records of Polk County, Florida

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

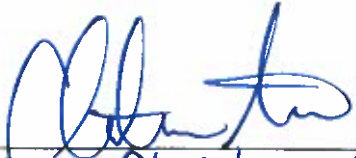
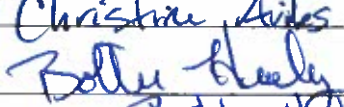
Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

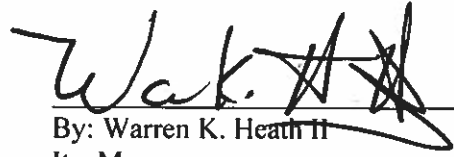
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

JMBI REAL ESTATE, LLC
a Florida limited liability company


Print Name: Christine Aviles

Print Name: Bobbie Hinkle



By: Warren K. Heath II
Its: Manager

STATE OF FLORIDA

COUNTY OF POLK

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online
notarization this 9 day of December, 2021 Warren K. Heath II, Manager of JMBI REAL ESTATE,
LLC, a Florida limited liability company, on behalf of company.

[notary seal]


(Official Notary Signature)
Name: Christine Aviles
Personally Known ☒
OR Produced Identification _____
Type of Identification _____



ACCEPTANCE BY GRANTEE

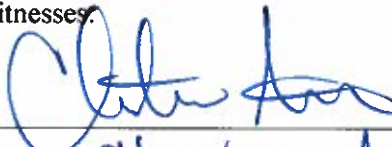
By execution of this Special Warranty Deed, grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 9 day of December, 2021.


Signed, sealed and delivered
in the presence of:

**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Witnesses:

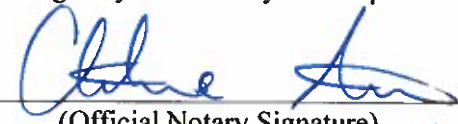

Name: Christine Aviles

By: 
Chairperson/Vice Chairperson
Board of Supervisors

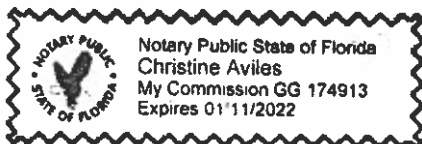

Name: Boddie Henley

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of December, 2021, by Lauren Schwenk as Chairperson/Vice Chairperson of the Board of Supervisors of the Scenic Highway Community Development District.


(Official Notary Signature)
Name: Christine Aviles
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

[notary seal]



SECTION VI



TRUST — *the* — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com

Playground Equipment

- Over 200 commercial play units, plus endless customized design options, all IPEMA certified.
- Full line of accessory units including swing sets, spring riders, rope and rock climbers and more.
- Industry leading lifetime warranty and affordable pricing.
- Professionally installed by CPSI and CGC.

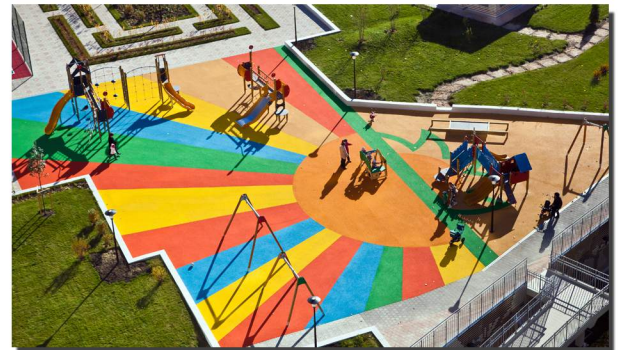


Shade Structures

- Large catalog of pre-designed units including hip and ridge shades, cantilever and umbrella shades.
- Broad design capability and customization to meet your shade needs, both standard and sails.
- 95% UV blocking, keeps people and equipment cool and protected.
- Compliant with FBC wind load requirements.

Surfacing Products

- Poured in place rubber surfacing for playgrounds, splash pads, entry ways, etc.
- Over 50 varieties of artificial turf for leisure, play, animal and sport applications.
- Eco friendly recycled rubber mulch for playground surfacing.
- Professional installation by certified installers.



Site Amenities and Dog Park

- Full catalog of benches and tables to meet your needs with custom colors, logos, finishes, etc.
- Trash receptacles, dog waste stations, grills, bike racks, bleachers and more, all customizable.
- Dog park accessories including obstacle courses, waste and watering stations, etc.
- Custom amenities, fire pits, ADA, etc.

Fitness and Athletic Equipment

- Selection of products for athletic needs including basketball, soccer and football goals.
- Outdoor fitness equipment for exercising, including cardiovascular and strength training products.
- Commercial grade products constructed with durable materials to ensure a lifetime of use.





Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Magnolia Park Amenity Center



Date	Estimate #
11/2/2021	13808

Customer / Bill To
Scenic Highway CDD Attn: Jill Burns 135 W. Central Blvd. Ste 320 Orlando, FL 32801

Ship To
Haines City, Florida 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Supply and Install 1x play system, 1x one bay two cantilever single post swing with belt and bucket seats, 2x benches at play area, 2x dog bone benches at dog park, 4x portable trash receptacles with liners and dome lids, 1x Novice Dog Park design, 1x 3-loop bike rack SM, 50x 8" borders and 1x half ramp and 15x pallets of rubber mulch, 1x 30x30x12 Hip Shade 1x 40x16x10 Susp Cantilever Shade at Pool, permitting included. Play area to be 68'x32' area.			
	PLAY EQUIPMENT			
21-QS-PKP010P	PKP010P-Ditch Plains - Primary		13,499.00	13,499.00
QS-20-PSW120...	PSW120WS-1 Bay 2 Cantilevers - Frame with Hangers, 1 Bay Belt Seat Package, 1 Bay Bucket Package	1	1,365.48	1,365.48
Shipping	Combined Shipping and Freight Charges	1	2,640.00	2,640.00
CLR	Colors: blue swing frame			0.00
	SHADE			

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (7.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

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Date	Estimate #
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Scenic Highway CDD Attn: Jill Burns 135 W. Central Blvd. Ste 320 Orlando, FL 32801

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Haines City, Florida 33844



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Item	Description	Qty	Cost	Total:
21-SD303012IG	30x30x12' Height -INGROUND - WITH GLIDE-SQUARE	1	10,954.00	10,954.00
ENGDRAW	Engineered Drawings for Permitting 30x30x12	1	900.00	900.00
CSSD	Custom Shade Design-Suspended Cantilever 40x16x10	1	17,750.00	17,750.00
ENGDRAW	Engineered Drawings for Permitting 40x16x10	1	1,080.00	1,080.00
Shipping	Combined Shipping and Freight Charges	1	1,430.00	1,430.00
CLR	Colors: red posts, blue fabric			0.00
	SITE FURNISHINGS			
21-B6WBULS	6' UltraLeisure- Standard Bench with Back, In-Ground Mount	2	498.00	996.00
CLR	Frame Color: BLACK Main color: BLUE			0.00
21-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	4	411.00	1,644.00
21-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	1	682.00	682.00
CLR	Colors:BLACK			0.00
21-LINER 32-BL...	Plastic Liner - Black Color	4	70.00	280.00
21-DOME32 BL...	Plastic Dome Top for 32 Gallon Receptacles - Black Color	4	161.00	644.00
Shipping	Combined Shipping and Freight Charges	1	819.25	819.25
	SURFACING MATERIALS			

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Signature Name / Title Date

Subtotal:

Sales Tax: (7.0%)

Total:

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Date	Estimate #
11/2/2021	13808

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Ship To
Haines City, Florida 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
RMSKGS-UCBLK	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	15	328.00	4,920.00
APS-Border 8	APS-Border 8 - 8" Border Timber With Spike - Black	50	27.00	1,350.00
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	1	445.00	445.00
Shipping	Combined Shipping and Freight Charges	1	2,594.17	2,594.17
	DOG PARK			
21-BARK-NVKIT	NOVICE BARKPARK KIT, 4 PIECES	1	4,803.74	4,803.74
21-PBARK-433	Recycled Plastic Pet Waste Station - Includes Recycled Plastic Receptacle With Rain Bonnet Lid	1	1,038.00	1,038.00
21-PBARK-940...	6' BENCH W/ BACK, INGROUND, PERFORATED, W/ LASER CUT PAW PRINTS AND BONES	2	1,038.00	2,076.00
MISC	Materials surcharge	1	775.00	775.00
Shipping	Combined Shipping and Freight Charges		1,020.51	1,020.51
	LABOR, MATERIALS, INSTALLATION			
LBR	Labor and Installation play equipment, playground shade, Pool Shade, site furnishings, borders and surfacing, dog park	1	18,655.35	18,655.35
FBLOCK	Footer Blocks	75	2.00	150.00
RMC	Ready Mix Concrete 2500 PSI MIN	20	195.00	3,900.00
RBAR5	No. 5 Rebar	550	1.25	687.50
CC80	Concrete for Anchoring - Delivered Cost	75	8.40	630.00
GFAB	Weed Barrier	800	0.20	160.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:

Sales Tax: (7.0%)

Total:

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Date	Estimate #
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Customer / Bill To
Scenic Highway CDD Attn: Jill Burns 135 W. Central Blvd. Ste 320 Orlando, FL 32801

Ship To
Haines City, Florida 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
LPIN	Landscape pins for securing underlayment	2	55.00	110.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	2,000.00	2,000.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal: \$99,999.00

Sales Tax: (7.0%) \$0.00

Total: \$99,999.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

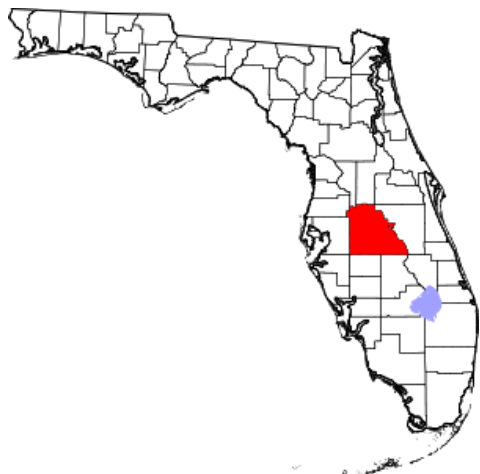
PLAYGROUND FOR MAGNOLIA PARK AMENITY CENTER



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
MAGNOLIA PARK
AMENITY CENTER
PLAYGROUND
PROJECT

ADDRESS:
S 10TH ST.
HAINES CITY,
FL 33844



PLAYGROUND EQUIPMENT

- Ditch Plains Play System- PKP010
- 40’ 16’ X 10’ Curved Cantilever Shade
- 30’ X 30’ X 12’ Square Hip Shade Structure
- 1 Bay- 2 Cantilevers Single Post Swing- PSW120
- 3 Hump Wave Bike Rack
- (2) 6’ Standard Bench with Back

PLAYGROUND INFORMATION

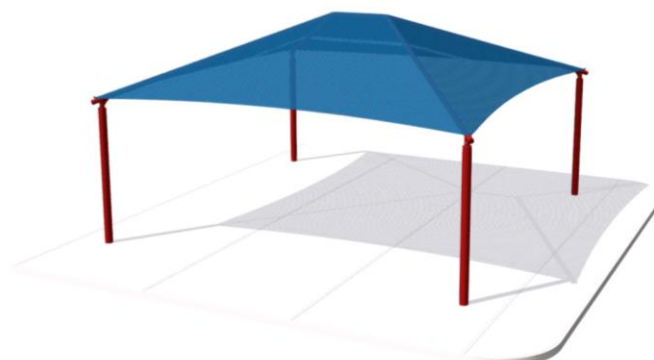
DITCH PLAINS PLAY SYSTEM

SKU: PKP010P
Use Zone: 27’ 1” X 34’ 11”
Age Group: 2 to 12 Years



SQUARE HIP SHADE STRUCTURE

Model: Square-Hip-End
Quantity: 1
Size: 30’ X 30’
Entry Height: 12’



CURVED CANTILEVER SHADE

Quantity: 1
Size: 40’ X 16’ X 10’



1 BAY- 2 CANTILEVERS SINGLE POST SWING

SKU: PSW120
Quantity: 1



3 HUMP WAVE BIKE RACK

Quantity: 1



6’ STANDARD BENCH WITH BACK

SKU: B6WBRCS
Quantity: 2



REVISION:
2

DRAWN BY: MM

DATE: 11.17.2021

SHEET 1 OF 5

PLAYGROUND FOR MAGNOLIA PARK AMENITY CENTER



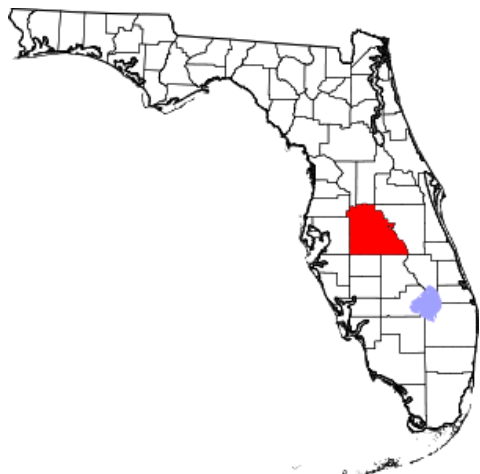
ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PLAYGROUND AND DOG PARK EQUIPMENT

- NOVICE Course- BARK-NVKIT
- Recycled Pet Waste Station- PBARK-433
- (2) X Sit and Stay Bench- PBARK-940S-P6
- (4) X 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid

PROJECT NAME:
MAGNOLIA PARK
AMENITY CENTER
PLAYGROUND
PROJECT

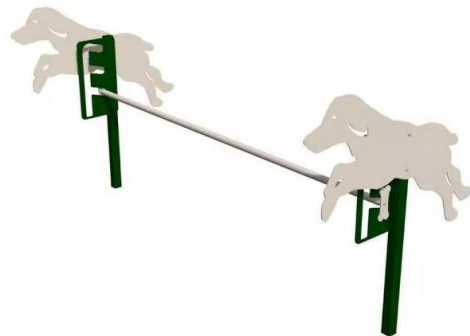
ADDRESS:
S 10TH ST.
HAINES CITY,
FL 33844



PLAYGROUND AND DOG PARK INFORMATION

NOVICE COURSE

Model: BARK-NVKIT
Items: Rover Jump Over- Paws Table- Doggie Crawl- Hoot Jump
Quantity: 1



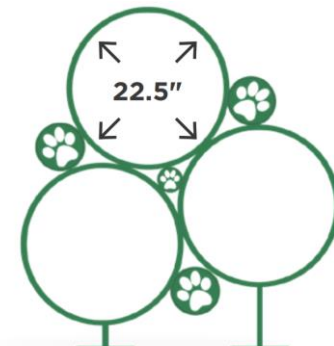
Rover Jump Over



Paws Table



Doggie Crawl



Hoot Jump

RECYCLED PET WASTE STATION

Model: PBARK-433
Quantity: 1
Use Zone: 29.25" X 27.25"



SIT & STAY BENCH

Model: PBARK-940S-P6
Quantity: 2



32-GAL EXPANDED METAL STANDARD TRASH RECEPTACLE WITH DOME LID

Quantity: 4



REVISION:
2

DRAWN BY: MM

DATE: 11.17.2021

SHEET 2 OF 5

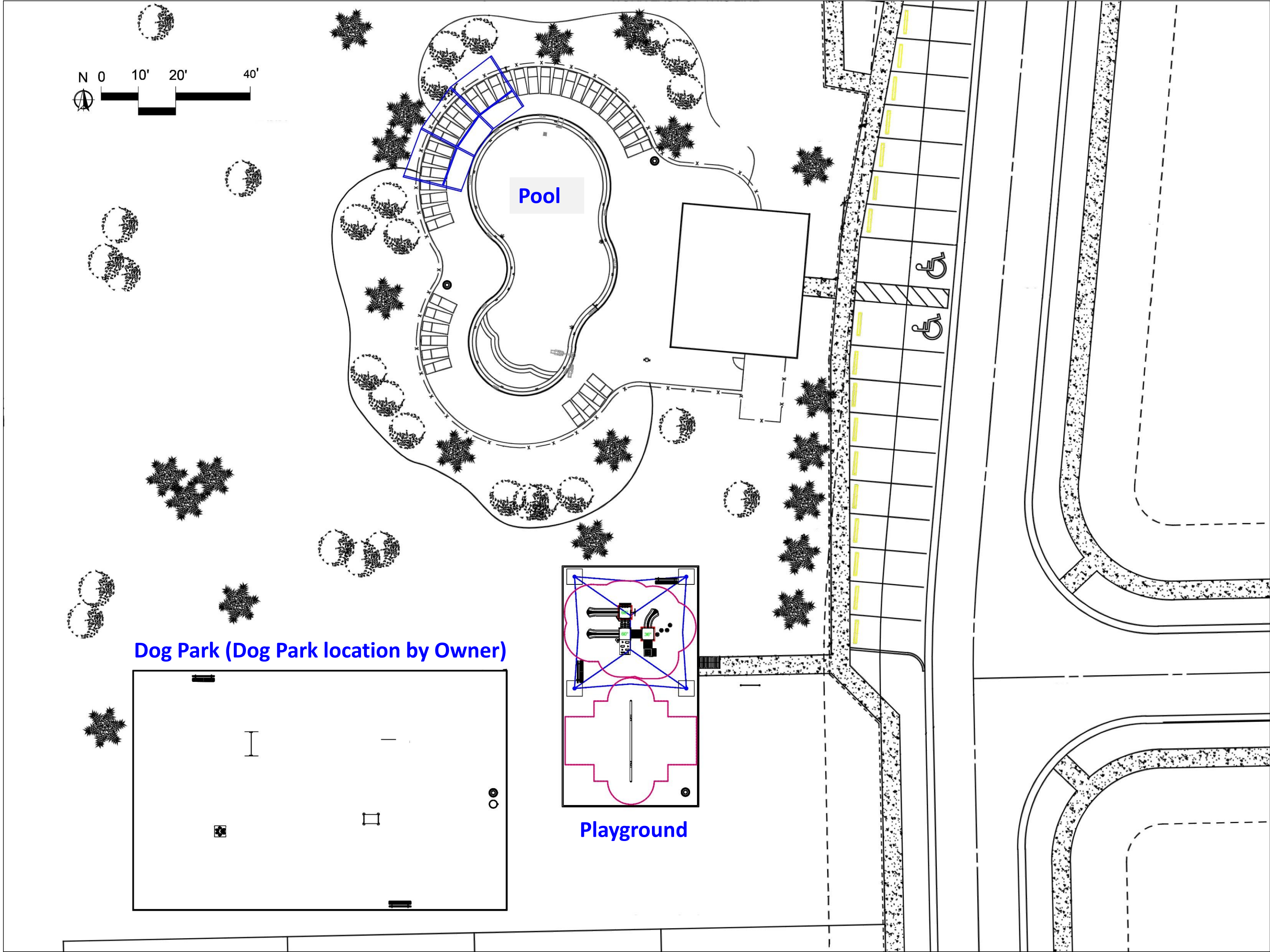
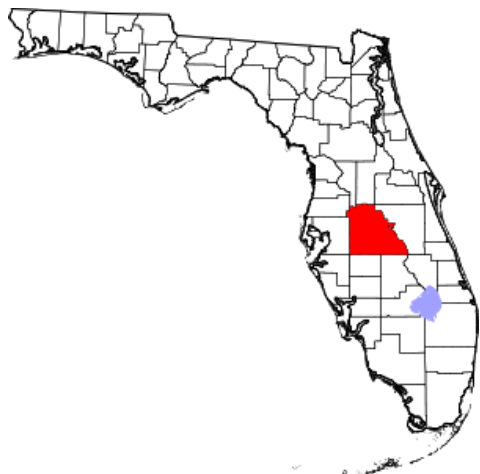
PLAYGROUND FOR MAGNOLIA PARK AMENITY CENTER



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
MAGNOLIA PARK
AMENITY CENTER
PLAYGROUND
PROJECT

ADDRESS:
S 10TH ST.
HAINES CITY,
FL 33844



PLAYGROUND AND DOG PARK EQUIPMENT

- Ditch Plains Play System- PKP010
- 30' X 30' X 12' Square Hip Shade Structure
- 40' 16' X 10' Curved Cantilever Shade
- 1 Bay- 2 Cantilevers Single Post Swing- PSW120
- 3 Hump Wave Bike Rack
- (2) 6' Standard Bench with Back
- NOVICE Course- BARK-NVKIT
- Recycled Pet Waste Station- PBARK-433
- (2) X Sit and Stay Bench- PBARK-940S-P6
- (4) X 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid

REVISION:
2

DRAWN BY: MM

DATE: 11.17.2021

SHEET 3 OF 5

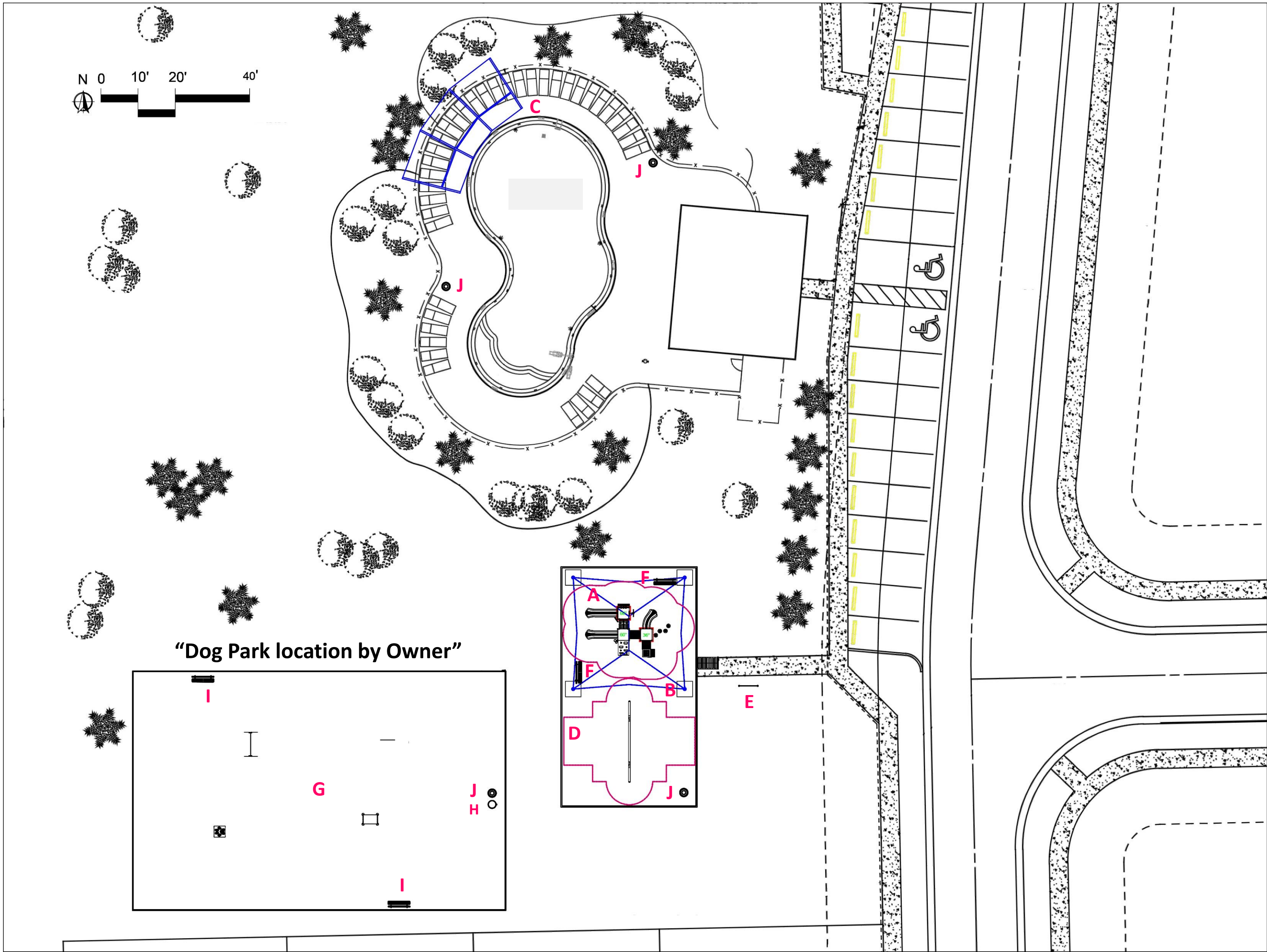
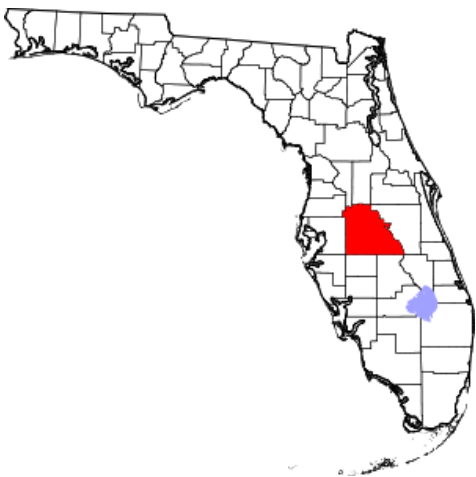
PLAYGROUND FOR MAGNOLIA PARK AMENITY CENTER



ProPlaygrounds, The Play
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1-800-573-PLAY
www.proplaygrounds.com

PROJECT NAME:
MAGNOLIA PARK
AMENITY CENTER
PLAYGROUND
PROJECT

ADDRESS:
S 10TH ST.
HAINES CITY,
FL 33844



PLAYGROUND AND DOG PARK EQUIPMENT

- Ditch Plains Play System- PKP010 (A)
- 30' X 30' X 12' Square Hip Shade Structure (B)
- 40' 16' X 10' Curved Cantilever Shade (C)
- 1 Bay- 2 Cantilevers Single Post Swing- PSW120 (D)
- 3 Hump Wave Bike Rack (E)
- (2) 6' Standard Bench with Back (F)
- NOVICE Course- BARK-NVKIT (G)
- Recycled Pet Waste Station- PBARK-433 (H)
- (2) X Sit and Stay Bench- PBARK-940S-P6 (I)
- (4) X 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid (J)

REVISION:
2

DRAWN BY: MM

DATE: 11.17.2021

SHEET 4 OF 5

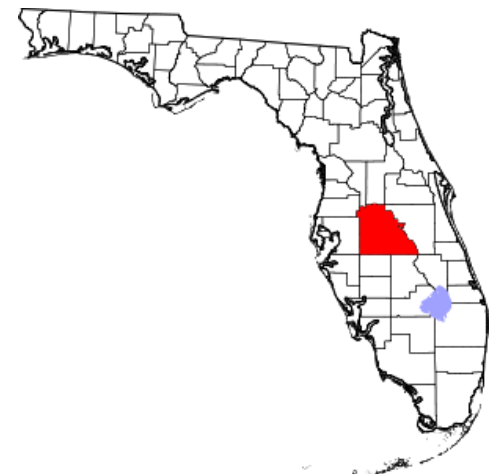
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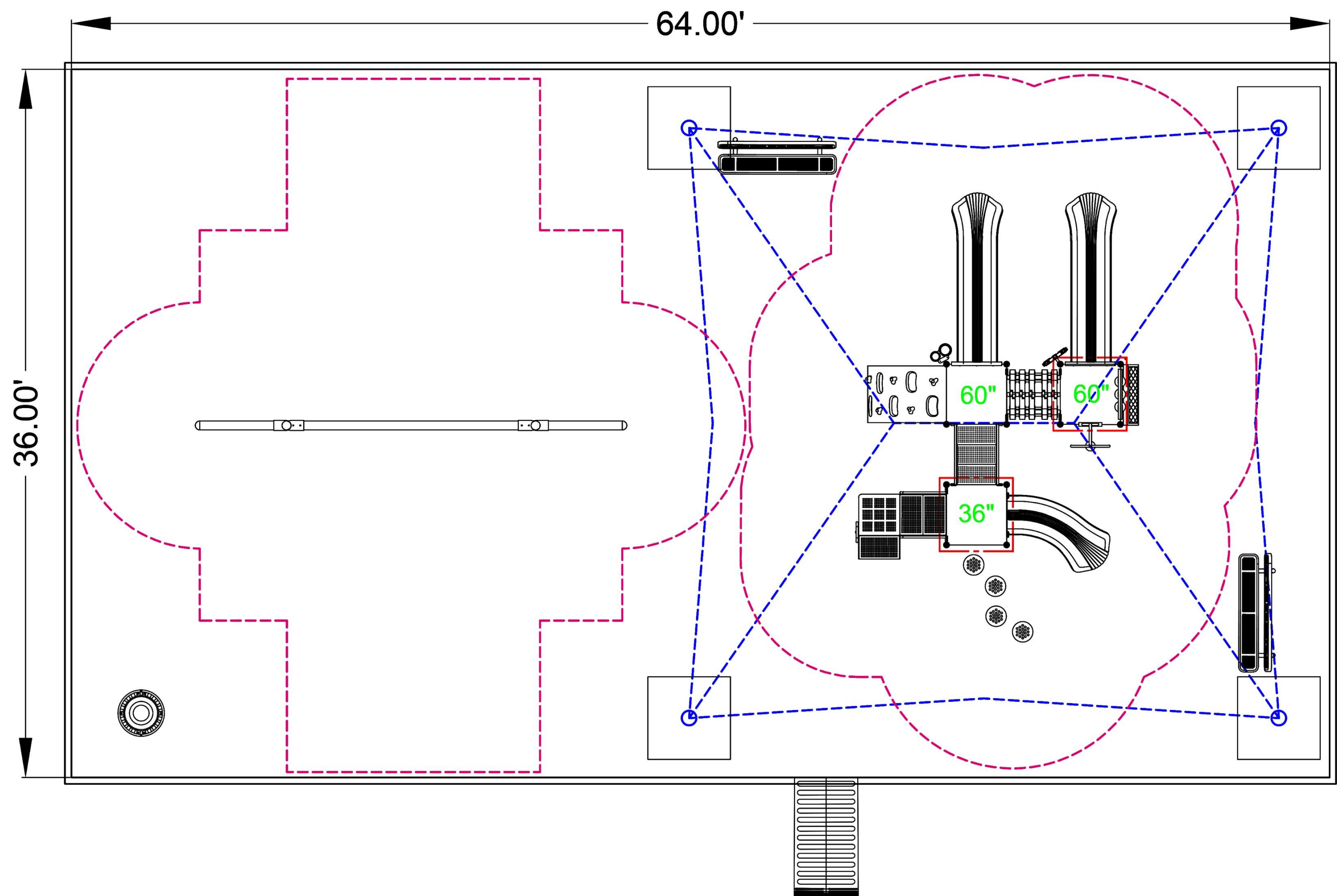
**TOTAL SURFACING
AREA:**
2,304 SQ.FT.

REVISION:
2

DRAWN BY: MM

DATE: 11.17.2021

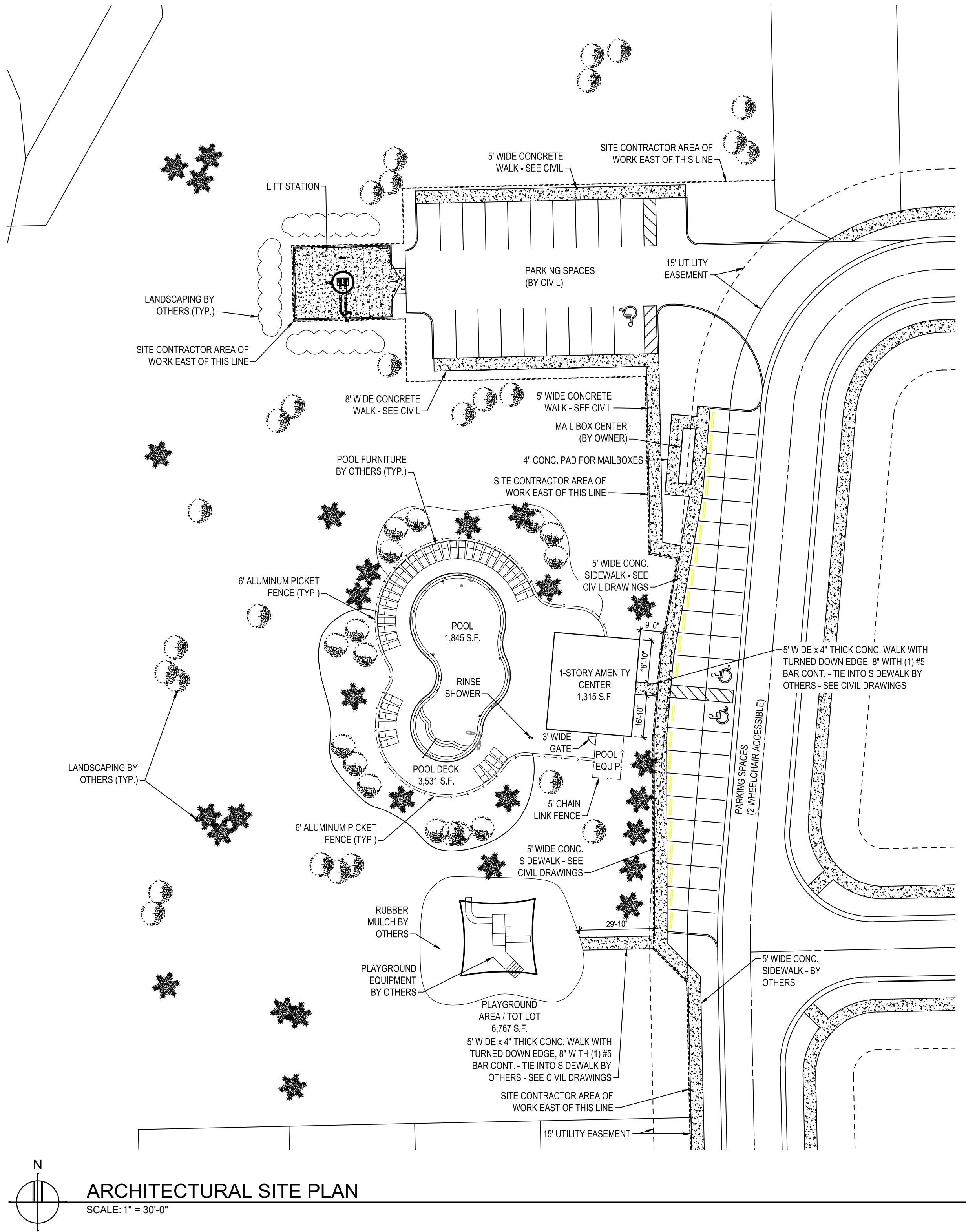
SHEET 5 OF 5



PLAYGROUND EQUIPMENT

- Ditch Plains Play System- PKP010
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- 1 Bay- 2 Cantilevers Single Post Swing- PSW120
- 3 Hump Wave Bike Rack
- (2) 6' Standard Bench with Back
- 32-Gal Expanded Metal Standard Trash Receptacle with Dome Lid

g:\2018\1880 magnolia (horton) amenity center\Drawings\05 construction drawings\1880 Site Plan.dwg, AS101, 4/28/2021 2:09:42 PM, kgalsier



GENERAL NOTES

- A. REFERENCE SEPARATELY PERMITTED CIVIL DRAWINGS BY ABSOLUTE ENGINEERING, INC.
B. REFERENCE SEPARATELY PERMITTED POOL DRAWINGS BY G.B. COLLINS ENGINEERING, PA.
C. PARKING LOT LIGHTING TO BE PROVIDED BY FLORIDA POWER & LIGHT.
D. PARKING LOT TO BE IN SITE CONTRACTOR'S SCOPE OF WORK.
E. BIKE RACKS ARE TO BE PROVIDED BY OTHERS. CONTRACTOR TO PROVIDE A 6'-0" x 12'-0", 4" CONCRETE PAD WITH TURNED DOWN EDGES 8", WITH (1) #5 BAR CONTINUOUS. PAD TO BE LEVEL WITH ADJACENT CONCRETE WALK.

ALLOWANCE SCHEDULE

1. PROVIDE ALLOWANCE OF \$100,000 FOR LANDSCAPING, IRRIGATION, SIGNAGE AND TRASH CAN(S).

CHAIN LINK FENCE SPECIFICATION

- FABRIC: 60" 6 GA. EXTRUDED VINYL (2" MESH) BLACK. TOP AND BOTTOM WIRE ENDS TO BE KNUCKLE SELVAGE AT ALL LOCATIONS (THEN GALVANIZED) TO ELIMINATE SHARP EDGES.
- TOP RAIL: 1 5/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.27 LBS. PER FOOT. TOP RAIL 21" IN LENGTH, JOINED WITH 1 5/8" MASTER COLOR SLEEVE.
- LINE POST: 1 7/8" O.D. VINYL COATED FULL WEIGHT PIPE, 2.72 LBS. PER FOOT. LINE POSTS SET 10' ON CENTER MAXIMUM SPACING. CONCRETE FOOTING: 6" DIAMETER, 24" DEPTH.
- TERMINAL POST: 2 3/8" O.D. VINYL COATED FULL WEIGHT PIPE, 3.65 LBS. PER FOOT. CONCRETE FOOTING: 8" DIAMETER, 24" DEPTH.
- BRACING: TERMINAL POSTS BRACED AND TRUSSED TO THE NEAREST LINE POST WITH 1 5/8" O.D. VINYL COATED FULL WEIGHT PIPE AND MASTER COLOR 3/8" TRUSS ROD & MASTER COLOR TRUSS ROD TIGHTENER.
- TENSION WIRE: 7 GA. COIL SPRING GALVANIZED TENSION WIRE ATTACHED TO BOTTOM OF FENCE FABRIC WITH 9 GA. ALUMINUM HOG RING SPACED 24" ON CENTER.
- FITTINGS: MASTER COLOR REGULAR BRACE BAND & CARRIAGE BOLT, MASTER COLOR STEEL RAIL-END, MASTER COLOR STEEL EYE-TOP, MASTER COLOR ALUMINUM CAP, 3/16" X 5/8" TENSION BAR, MASTER COLOR REGULAR TENSION BAND & CARRIAGE BOLT.
- TIE WIRE: 8 1/4" 9 GA. MASTER COLOR TIE WIRE SPACED 15" ON CENTER FOR LINE POSTS & 24" ON CENTER FOR RAILS.
- POST FOOTING: CONCRETE 2,500 PSI.

Furr,
Wegman &
Banks
Architects, P.A. AR0006480

625 EAST ORANGE ST.
LAKELAND, FL 33801

E-MAIL: INFO@FWBARCHITECTS.COM
WWW.FWBARCHITECTS.COM

PH: 863.688.1211

CONTACT: 863.688.1211
FURR, WEGMAN & BANKS ARCHITECTS, PA.

THE DESIGN AND CONCEPTS SHOWN HEREIN ARE THE SOLE PROPERTY OF FURR, WEGMAN & BANKS ARCHITECTS, P.A. NO REPRODUCTION, IN WHOLE OR IN PART, OF THIS DRAWING IS ALLOWED WITHOUT THE WRITTEN PERMISSION OF FURR, WEGMAN & BANKS ARCHITECTS, P.A. ALL RIGHTS RESERVED.

MICHAEL BROOKE FURR
ARCHITECT, REG. #6480

REVISION DESCRIPTION - THIS SHEET ONLY	DATE	DATE: 04/28/21
1		
2		
3		
4		
5		
6		
7		

ARCHITECTURAL SIET PLAN
MAGNOLIA PARK AMENITY CENTER

HAINES CITY, FL
PHASE: PERMIT DRAWINGS

PROJ MGR: ACK
CKD BY: MBF

JOB NUMBER: 18-80
SHEET NUMBER: AS101

SECTION VII

PLAYGROUND EQUIPMENT LEASE/PURCHASE AGREEMENT

This Playground Equipment Lease/Purchase Agreement (the “Agreement”) dated as of _____, 2021 and entered into by and between WHFS, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (the “Lessee”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Amount” means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$.

“Acquisition Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Acquisition Fund Agreement” means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

“Acquisition Fund Custodian” means the Acquisition Fund Custodian identified in any

Acquisition Fund Agreement, and its successors and assigns.

“Acquisition Period” means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

“Agreement” means this Playground Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

“Commencement Date” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

“Equipment” means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment. For so long as the Existing Equipment is leased pursuant to this Agreement, the references to Equipment in Sections 3.03, 5.02, 5.03, 5.04, 6.02, 6.03, Article VII, Article VIII, Section 12.02 and Section 13.02 shall also include the Existing Equipment.

“Equipment Costs” means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease.

“Expense Fund” means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“Event of Default” means an Event of Default described in Section 12.01.

“Lease” means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to this Lease, the total amount of money to be paid by Lessor to the Lessee in accordance with the Agreement.

“Lease Term” for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

“Lessee” means the entities referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement

or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“Maximum Equipment Cost” means \$_____.

“Purchase Price” means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“Rental Payments” means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“Schedule” means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

“State” means the State of Florida.

“Utilization Period” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

“Vendor” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

COVENANTS

Section 2.01 Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. Such statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

LEASE

Section 3.01 Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

In addition, upon execution of this Agreement, the Lessee (as Lessor) leases and lets to the Lessor (as Lessee), the Existing Equipment as part of the Equipment leased pursuant to this Agreement, and all right, title and interest of the Lessor. Immediately thereafter, the Lessor (as Sublessor) leases and lets to Lessee (as Sublessee), and Lessee rents and leases from the Lessor, the Existing Equipment as part of the Equipment leased pursuant to this Agreement. Once the Chas acquired and leased pursuant to the terms of this Agreement the Equipment in an amount at least equal to the Maximum Equipment Cost, the Existing Equipment (excluding any portion of the Existing Equipment that constitutes Equipment) shall be released from the lien and lease of this Agreement upon the written consent of the Lessor (which consent shall not be unreasonably withheld).

Section 3.02 Continuation of Lease Term. Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided

prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

Section 3.04 Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by the Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than _____, 2021] (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition

Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

PAYMENT AND PREPAYMENT OF RENT

Section 4.01 Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus **[5]%** per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02 Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04 Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05 Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

Section 4.06 Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

Section 4.07 Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

ARTICLE V

THE EQUIPMENT

Section 5.01 Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02 Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from

Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03 Location: Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04 Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

ARTICLE VI

TITLE AND SECURITY

Section 6.01 Title to the Equipment. During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

Section 6.02 Security Interest. As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

TAXES, CHARGES AND INSURANCE

Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02 Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss

payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a); *provided further* that Lessee's ability to self-insure does not extend to rental interruption insurance, which Lessee acknowledges may limit Lessee's ability to self-insure against the risks described in clause (a). All such policies of insurance shall name Lessor as an additional insured and loss payee. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03 Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of fourteen [14]% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

DAMAGE TO AND REPLACEMENT OF EQUIPMENT

Section 8.01 Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the

replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

WARRANTIES

Section 9.01 Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and

timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

PURCHASE OF EQUIPMENT

Section 10.01 Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the “Purchase Option Commencement Date”), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee’s notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor’s right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

ARTICLE XI

ASSIGNMENT

Section 11.01 Assignment by Lessor. Lessor’s right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private

placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and each Lease has not and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with any assignment under this Section.

Section 11.02 Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.01 Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or

agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02 Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee,

sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to the Florida Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04 Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 E-Verify. The Lessor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

Section 13.03 Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.04 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

Section 13.06 Amendments, Changes and Modifications. This Lease may only be amended by Lessor and Lessee in writing.

Section 13.07 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.09 Captions. The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
WHFS, LLC

LESSEE:
Scenic Highway Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

Title _____

By _____

Title _____

EXHIBIT A

SCHEDULE OF PROPERTY NO. 1

Dated _____, 2021

Re: Playground Equipment Lease/Purchase Agreement, dated as of _____, 2021,
by and between WHFS, LLC, as Lessor, and the Scenic Highway Community
Development District, as Lessee

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Playground Equipment Lease/Purchase Agreement (the “Playground Equipment Lease”).

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Playground Equipment Lease:

[See Attached Exhibit A-2]

3. Payment Schedule.

(a) *Rental Payments.* Because of the Existing Equipment leased in accordance with Section 3.02 of this Agreement, the Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Playground Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Playground Equipment Lease.

5. The Lease. The terms and provisions of the Playground Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

[Remainder of Page Intentionally Left Blank]

13. Purchase Option Commencement Date. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is [_____, 20____].

LESSOR:

WHFS, LLC

LESSEE:

Scenic Highway Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

By _____

By _____

Title _____

Title _____

Counterpart No. 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price
[]/ /2011				
[]/__/2012				
[]/ /2012				
[]/__/2013				
[]/ /2013				
[]/__/2014				
[]/ /2014				
[]/__/2015				
[]/__/2015				

EXHIBIT B

ACCEPTANCE CERTIFICATE

WHFS, LLC

Re: Schedule of Property No. 1, dated [REDACTED], 2021, to Playground Equipment Lease/Purchase Agreement, dated as of [REDACTED], 2021, between WHFS, LLC, as Lessor, and the Scenic Highway Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Playground Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
Scenic Highway Community Development
District

By _____

Title _____

EXHIBIT C

CERTIFICATE

The undersigned, a duly elected Chairman of the Board of Supervisors of the Scenic Highway Community Development District, certified as follows:

A. The following listed persons are duly elected and acting officials of the Scenic Highway Community Development District, as Lessee (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Playground Equipment Lease/Purchase Agreement dated as of _____, 2021 and the Schedule(s) thereunder and all future Schedule(s) (the “Agreements”) by and between Lessee and WHFS, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____ By _____
Title _____
(Seal)

he signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

SECTION VIII



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2022 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](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” **will be protected as follows:**

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying 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 data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** 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 information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, 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

SCENIC HIGHWAY CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2021

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION IX

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 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 2022 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, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, 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 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. 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 Thursday, September 15, 2022**. 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 2022 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 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** 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:

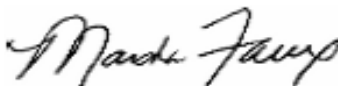
Special District Representative

Print name

Title

Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:



Marsha M. Faux, Property Appraiser

SECTION X

SECTION C

Scenic Highway CDD

Field Management Report



December 16th, 2021

Clayton Smith

Field Services Manager

GMS

Complete

Landscape Review

- ✚ Meeting with landscaper to monitor site maintenance.
- ✚ Review of phases 1 & 2 for conveyance.



Complete

Amenity Review

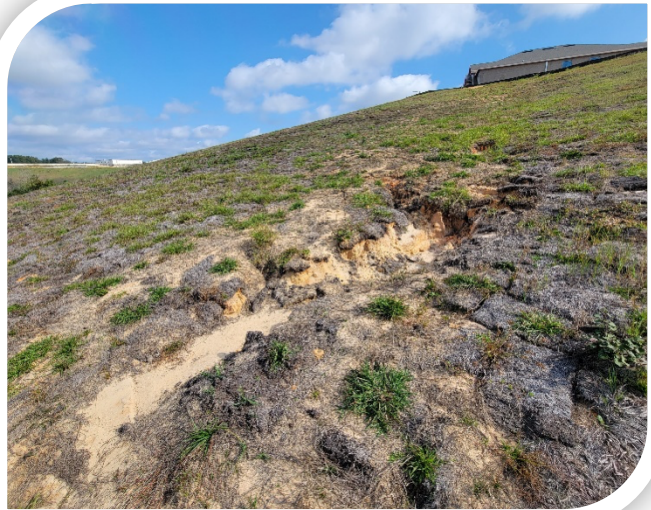
- ✚ Monitoring amenity progress.
- ✚ Forecasting for upcoming basic maintenance proposals.



Site Items

Items being monitored

- ✚ Slope erosion tract C.
- ✚ Significant rutting tract C.
- ✚ Damaged concrete around manhole cover.
- ✚ Sod gaps in common tracts.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

Scenic Highway Community Development District

Summary of Checks

November 10, 2021 to December 7, 2021

Bank	Date	Check No.'s	Amount	
General Fund	11/18/21	154-155	\$	4,910.17
	12/1/21	156-162	\$	1,259.00
			\$	6,169.17
			\$	6,169.17

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
TOTAL FOR REGISTER						6,169.17	

SCEN SCENIC HIGHWAY KCOSTA

SECTION 2

Scenic Highway
Community Development District

Unaudited Financial Reporting
October 31, 2021



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2020
5	Capital Projects Fund Series 2020
6-7	Month to Month
8	Long Term Debt Report

Scenic Highway
Community Development District
Combined Balance Sheet
October 31, 2021

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 55,224	\$ -	\$ -	\$ 55,224
Capital Projects Account	\$ -	\$ -	\$ 1,000	\$ 1,000
Investments:				
Series 2020				
Reserve	\$ -	\$ 459,919	\$ -	\$ 459,919
Revenue	\$ -	\$ 31	\$ -	\$ 31
Interest	\$ -	\$ 151,756	\$ -	\$ 151,756
Construction - Phase 1 & 2	\$ -	\$ -	\$ 96,914	\$ 96,914
Construction - Phase 3	\$ -	\$ -	\$ 258,913	\$ 258,913
Due from Debt Service	\$ 3,024	\$ -	\$ -	\$ 3,024
Due from Developer	\$ -	\$ -	\$ 117,351	\$ 117,351
Prepaid Expenses	\$ 1,815	\$ 3,024	\$ -	\$ 4,839
Total Assets	\$ 60,062	\$ 614,730	\$ 474,179	\$ 1,148,971
Liabilities:				
Accounts Payable	\$ 2,986	\$ -	\$ -	\$ 2,986
Contracts Payable	\$ -	\$ -	\$ 585,370	\$ 585,370
Due to Developer	\$ -	\$ -	\$ 13,574	\$ 13,574
Due to General Fund	\$ -	\$ 3,024	\$ -	\$ 3,024
Total Liabilities	\$ 2,986	\$ 3,024	\$ 598,944	\$ 604,954
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 1,815	\$ -	\$ -	\$ 1,815
Restricted for:				
Debt Service - Series 2020	\$ -	\$ 611,706	\$ -	\$ 611,706
Capital Projects - Series 2020	\$ -	\$ -	\$ (124,765)	\$ (124,765)
Unassigned	\$ 55,262	\$ -	\$ -	\$ 55,262
Total Fund Balances	\$ 57,077	\$ 611,706	\$ (124,765)	\$ 544,017
Total Liabilities & Fund Balance	\$ 60,062	\$ 614,730	\$ 474,179	\$ 1,148,971

Scenic Highway
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/21	Thru 10/31/21	Variance

Revenues:

Assessments - Tax Roll	\$ 168,750	\$ -	\$ -	\$ -
Assessments - Direct Bill	\$ 107,250	\$ -	\$ -	\$ -
Developer Contributions	\$ 73,380	\$ -	\$ -	\$ -
Total Revenues	\$ 349,380	\$ -	\$ -	\$ -

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 1,000	\$ -	\$ 1,000
Engineering	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Attorney	\$ 30,000	\$ 2,500	\$ 59	\$ 2,441
Annual Audit	\$ 4,300	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 650	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 417	\$ 417	\$ (0)
Trustee Fees	\$ 3,550	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 2,917	\$ 2,917	\$ (0)
Information Technology	\$ 1,800	\$ 150	\$ 150	\$ -
Website Maintenance	\$ 1,200	\$ 100	\$ 100	\$ -
Telephone	\$ 300	\$ 25	\$ -	\$ 25
Postage & Delivery	\$ 1,000	\$ 83	\$ 5	\$ 79
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 1,000	\$ 83	\$ -	\$ 83
Legal Advertising	\$ 10,000	\$ 833	\$ 1,327	\$ (493)
Other Current Charges	\$ 5,000	\$ 417	\$ 30	\$ 386
Office Supplies	\$ 625	\$ 52	\$ 0	\$ 52
Travel Per Diem	\$ 660	\$ 55	\$ -	\$ 55
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 138,260	\$ 21,057	\$ 15,750	\$ 5,307

Scenic Highway
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/21	Thru 10/31/21	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Field Management	\$ 15,000	\$ 1,250	\$ -	\$ 1,250
Landscape Maintenance	\$ 70,000	\$ 5,833	\$ 1,600	\$ 4,233
Landscape Replacement	\$ 2,500	\$ 208	\$ -	\$ 208
Streetlights	\$ 18,000	\$ 1,500	\$ -	\$ 1,500
Electric	\$ 3,600	\$ 300	\$ -	\$ 300
Water & Sewer	\$ 2,400	\$ 200	\$ -	\$ 200
Sidewalk & Asphalt Maintenance	\$ 500	\$ 42	\$ -	\$ 42
Irrigation Repairs	\$ 2,500	\$ 208	\$ -	\$ 208
General Repairs & Maintenance	\$ 5,000	\$ 417	\$ -	\$ 417
Contingency	\$ 2,500	\$ 208	\$ -	
Subtotal Field Expenditures	\$ 127,000	\$ 15,167	\$ 1,600	\$ 13,358
Amenity Expenditures				
Amenity - Electric	\$ 14,400	\$ 1,200	\$ -	\$ 1,200
Amenity - Water	\$ 3,500	\$ 292	\$ -	\$ 292
Playground Lease	\$ 14,000	\$ 1,167	\$ -	\$ 1,167
Internet	\$ 3,000	\$ 250	\$ -	\$ 250
Pest Control	\$ 720	\$ 60	\$ -	\$ 60
Janitorial Service	\$ 8,500	\$ 708	\$ -	\$ 708
Security Services	\$ 7,500	\$ 625	\$ -	\$ 625
Pool Maintenance	\$ 18,000	\$ 1,500	\$ -	\$ 1,500
Amenity Access Management	\$ 5,000	\$ 417	\$ -	\$ 417
Amenity Repairs & Maintenance	\$ 1,000	\$ 83	\$ -	\$ 83
Contingency	\$ 7,500	\$ 625	\$ -	\$ 625
Subtotal Amenity Expenditures	\$ 83,120	\$ 6,927	\$ -	\$ 6,927
Total Operations & Maintenance	\$ 210,120	\$ 22,093	\$ 1,600	\$ 20,285
Total Expenditures	\$ 348,380	\$ 43,150	\$ 17,350	\$ 25,592
Excess (Deficiency) of Revenues over Expenditures	\$ 1,000	\$ (43,150)	\$ (17,350)	\$ (25,592)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ (1,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (1,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ (17,350)	
Fund Balance - Beginning	\$ -		\$ 74,426	
Fund Balance - Ending	\$ -		\$ 57,077	

Scenic Highway
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/21	Thru 10/31/21	Variance
Revenues:				
Assessments - Tax Roll	\$ 281,180	\$ -	\$ -	\$ -
Assessments - Direct Bill	\$ 178,739	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 3	\$ 3
Total Revenues	\$ 459,919	\$ -	\$ 3	\$ 3
Expenditures:				
Interest - 11/1	\$ 151,756	\$ -	\$ -	\$ -
Principal - 5/1	\$ 155,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 151,756	\$ -	\$ -	\$ -
Total Expenditures	\$ 458,513	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,407	\$ -	\$ 3	\$ 3
Fund Balance - Beginning	\$ 151,772		\$ 611,703	
Fund Balance - Ending	\$ 153,178		\$ 611,706	

Scenic Highway
Community Development District
Capital Projects Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/21	Thru 10/31/21	Variance
Revenues				
Interest	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ -	\$ -	\$ 2	\$ 2
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 280,341	\$ (280,341)
Total Expenditures	\$ -	\$ -	\$ 280,341	\$ (280,341)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (280,339)	\$ 280,343
Fund Balance - Beginning	\$ -		\$ 155,574	
Fund Balance - Ending	\$ -		\$ (124,765)	

Scenic Highway
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessments - Direct Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	59
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	417
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,917
Information Technology	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150
Website Maintenance	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,570
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 1,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,327
Other Current Charges	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 15,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,750

Scenic Highway
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Field Expenditures	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Total Expenditures	\$ 17,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17,350
Excess (Deficiency) of Revenues over Expenditures	\$ (17,350)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(17,350)
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (17,350)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(17,350)

Scenic Highway

Community Development District

Long Term Debt Report

Series 2020, Special Assessment Revenue Bonds		
Interest Rate	2.750%, 3.250%, 3.750%, 4.000%	
Maturity Date	5/1/2051	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$459,919	
Reserve Fund Balance	\$459,919	
Bonds Outstanding - 12/21/20		\$8,120,000
Current Bonds Outstanding		\$8,120,000

SECTION 3

SECTION (a)

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 55
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Wood & Associates Engineering LLC
- (D) Amount Payable: \$265.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1244 - Engineer Services for 8/25/21 thru 10/6/21
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

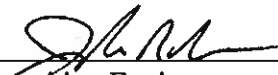
**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 10/26/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10.25.21

55

Wood & ASSC.

\$ 265.00

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 56
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: OnSight LLC
- (D) Amount Payable: \$2,940.58
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 001-21-300808-1 - Mailbox Installation Phase 1/2
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

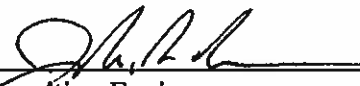
**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 10/26/21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10.25.21

#56
On Sight
\$ 2,940.58

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 57
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Stewart & Associates Property Services Inc
- (D) Amount Payable: \$48,189.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 11206 & 11207 - Ph1 pay app # 3 and Ph2 pay app # 2
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:


the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer
Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

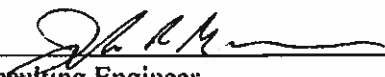
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

57

Stewart & ASSC.

\$ 48,189.50

Ph 1 per app 3, Ph 2 per app 2)


Consulting Engineer

Date: 11.18.21

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1 & 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 58
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Tucker Paving Inc
- (D) Amount Payable: \$29,457.90
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application # 24 for period thru 10/25/21
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

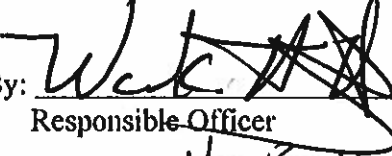
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer
Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 11-18-21

58
Tucker Paving
\$ 29,457.90
(pay App# 24).

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph 1& 2 # 242008005)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 59
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Signature Privacy Walls of Florida Inc
- (D) Amount Payable: \$48,725.05
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1068 - Ph1/2 Install and Paint wall
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.


**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 11-18-21

#59

Signature Privacy walls

\$48,725.05

(ph 142, Install & Paint wall).

SECTION (b)

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph3 # 242008006)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 47
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Stewart & Associates Property Services Inc
- (D) Amount Payable: \$16,321.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 11208 - Ph3 pay app # 2
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:

the Costs of the Series 2020 Project.

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Responsible Officer

Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 11.18.21

47

Stewart & Assoc.

\$ 16,321.00

(pay app#2)

EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph3 # 242008006)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 48
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Danielle Fence
- (D) Amount Payable: \$42,913.59
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 69731
- Installation of PVC Fence
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:

[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and

- 3. each disbursement set forth above was incurred in connection with:


the Costs of the Series 2020 Project.

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

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

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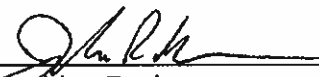
**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 11-18-21

#48

Danielle Ferrie

42,913.59

(Install PVC fence)

ARTICLE I EXHIBIT C

FORMS OF REQUISITIONS

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020

(Ph3 # 242008006)

The undersigned, a Responsible Officer of the Scenic Highway Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2020 as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2020 (collectively, the "Series 2020 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2020 Indenture):

- (A) Requisition Number: 49
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Signature Privacy Wall of Florida Inc
- (D) Amount Payable: \$13,478.89
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1068 - Ph3 charges Install and paint wall
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund]

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
[Phases 1 & 2 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.] [Phase 3 - Series 2020 Acquisition and Construction Account of the Acquisition and Construction Fund.]; and
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2020 Project.

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

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**SCENIC HIGHWAY COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: 11-18-21

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Series 2020 Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Series 2020 Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

49

Signature Privacy wall of PL

Date: 11-18-21

\$ 13,478.89

(install & Paint wall)

SECTION (c)

**Scenic Highway
Community Development District**

REVISED

FY22 Funding Request #1
November 9, 2021

Bill to: JMBI Real Estate, LLC

Series 2020 Ph1&2 Capital Projects
FY2022

Payee

1	Signature Privacy Walls of Florida Invoice # 1068 - Ph1/2 Install and Paint wall	\$	32,620.76
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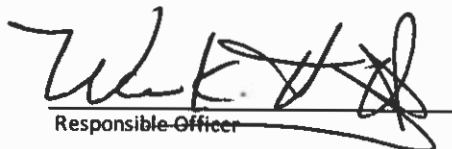
\$	32,620.76
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Total:	\$	32,620.76
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Please make check payable to:

Scenic Highway Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 Phase 1 & 2 project which have not previously been paid.


Responsible Officer

Difference back to JMBI for \$1,245.81

**Scenic Highway
Community Development District**

FY22 Funding Request #2
November 12, 2021

Bill to: JMBI Real Estate, LLC

Series 2020 Ph1&2 Capital Projects
FY2022

Payee

1	Tucker Paving Inc		
	Pay Application # 16 period thru 9/30/21	\$	117,351.45

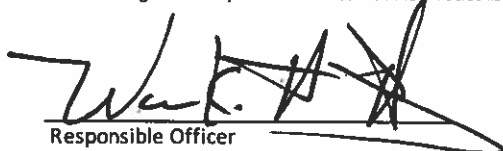
\$	117,351.45
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Total:	\$	117,351.45
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Please make check payable to:

Scenic Highway Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 Phase 1 & 2 project which have not previously been paid.


Responsible Officer

SECTION (d)

**Scenic Highway
Community Development District**

**FY22 Funding Request #1
November 15, 2021**

Bill to: JMBI Real Estate, LLC

**Series 2020 Ph3 Capital Projects
FY2022**

Payee

1	Signature Privacy Walls of Florida		
	Invoice # 1068 - Ph3 Install and Paint wall	\$	31,876.86

		\$	31,876.86
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Total:		\$	31,876.86
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Please make check payable to:

Scenic Highway Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The undersigned hereby further certifies that the invociies listed are costs of the Series 2020 Phase 1 & 2 project which have not previouslt been paid.


Responsible Officer