



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICTS 1-6**

**PORT ST. LUCIE
LANDOWNERS' MEETING &
REGULAR BOARD MEETING
NOVEMBER 2, 2022
10:30 A.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
LANDOWNERS' MEETING
November 2, 2022
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Adoption of Election Procedures.....Page 2
- E. Election of Chair for Landowners' Meeting
- F. Election of Secretary for Landowners' Meeting
- G. Approval of Minutes
 - 1. December 2, 2020 Landowners' Meeting Minutes.....Page 5
- H. Election of Supervisors
 - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 9
 - 2. Nomination of Candidates
 - 3. Casting of Ballots.....Page 10
 - 4. Ballot Tabulations
- I. Certification of the Results
- J. Landowners' Comments
- K. Adjourn

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1, 2, 3, 4, 5 & 6
NOTICE OF LANDOWNERS' MEETINGS

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 and 6 (the "Districts") will each hold a Landowners' Meeting at **10:30 a.m., or as soon thereafter as can be heard, on November 2, 2022**, at the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

The primary purpose of the Landowners' Meetings is to elect three (3) Supervisors to each of District Nos. 1, 2, and 3, and one (1) Supervisor to each of District Nos. 4, 5, and 6. Each Landowner may vote in person or by written proxy and is entitled to cast one vote per acre of land owned within the respective District. Copies of proxy forms and the Agendas for these meetings may be obtained from the District's website or by contacting the District Manager at (772) 345-5119 and/or toll free at 1-877-737-4922 at least five (5) days prior to the date of these meetings.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (772) 345-5119 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

Meetings may be cancelled from time to time without advertised notice.

Southern Grove Community Development District Nos. 1, 2, 3, 4, 5 & 6

www.southerngrovecdd1.org

PUBLISH: St. Lucie News Tribune 10/05/22 & 10/12/22



SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two (2) years during the month of November for the purpose of electing Supervisors. The second election by Landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two (2) years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one (1) vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three (3) positions open, an owner of one (1) acre or less (or one lot parcel) may cast one (1) vote for each of the three (3) positions. An owner of two (2) acres (or two lot parcels) may cast two (2) votes for each of the three (3) positions. Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

- a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being sub-mitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

Corporate Office

The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410
Direct: 561.630.4922

Contact Information

Toll Free: 877.737.4922
Fax: 561.630.4923
Web: www.sdsinc.org

Miami Branch

Crexent Business Center
6625 Miami Lakes Drive, Ste. 374
Miami Lak
Direct: 305.117.7161

-
- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
 - c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two (2) candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

*At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two {2} supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6

Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
LANDOWNERS' MEETING
December 2, 2020
2:00 p.m.

A. CALL TO ORDER

The Landowner's Meeting of the Southern Grove Community Development District Nos. 1-6 of December 2, 2020, was called to order at 2:02 p.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Landowners' Meeting had been published in the *St. Lucie News Tribune* on November 11th and November 18th, 2020, as legally required.

C. ESTABLISH A QUORUM

Mr. Sakuma stated that the attendance of Tony Palumbo with a proxy for landowner Mattamy Homes, LLC. and Elijah Wooten with a proxy for GFC, constituted a quorum.

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.

Also present were: Wes McCurry with the City of PSL.

D. CONSIDER ADOPTION OF ELECTION PROCEDURES

The election procedures were adopted as presented.

E. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

Mr. Palumbo was elected as the Chair for the Landowners' Meeting.

F. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

Mr. Sakuma was elected as the Secretary for the Landowners' Meeting.

G. APPROVAL OF MINUTES

1. November 13, 2018 Landowners' Meeting

The November 13, 2018 Landowners' Meeting Minutes were approved, as presented.

H. ELECTION OF SUPERVISORS

1. Determine Number of Voting Units Represented or Assigned by Proxy

- There were 38 voting units represented by Mattamy Homes for CDD No. 1.

- There were 387 voting units represented by Mattamy Homes for CDD No. 2.
- There were 437 voting units represented by Mattamy Homes for CDD No. 3.
- There were 31 voting units represented by Mattamy Homes for CDD No. 4.
- There were 414 voting units represented by GFC for CDD No. 4.
- There were 208 voting units represented by Mattamy Homes for CDD No. 5.
- There were 161 voting units represented by Mattamy Homes for CDD No. 6.
- There were 344 voting units represented by GFC for CDD No. 6.

2. Nomination of Candidates

Individuals were nominated to fill the vacancies in each district as noted below:

- CDD No.1/Seat No. 2: Joel Arrington
- CDD No.1/Seat No. 3: Lorie Maiorana Moccia
- CDD No.1/Seat No. 4: Jeremy Bunner

- CDD No.2/Seat No. 2: Joel Arrington
- CDD No.2/Seat No. 3: Lorie Maiorana Moccia
- CDD No.2/Seat No. 4: Jeremy Bunner

- CDD No.3/Seat No. 2: Jeremy Bunner
- CDD No.3/Seat No. 4: Carolyn DeSanti
- CDD No.3/Seat No. 5: Lorie Maiorana Moccia

- CDD No.4/Seat No. 2: David Graham
- CDD No.4/Seat No. 4: Lorie Maiorana Moccia
- CDD No.4/Seat No. 5: Wes McCurry

- CDD No.5/Seat No. 2: Jeremy Bunner
- CDD No.5/Seat No. 4: Carolyn DeSanti
- CDD No.5/Seat No. 5: Lorie Maiorana Moccia

- CDD No.6/Seat No. 2: David Graham
- CDD No.6/Seat No. 4: Lorie Maiorana Moccia
- CDD No.6/Seat No. 5: Wes McCurry

3. Casting of Ballots

The following votes were cast by ballot:

- CDD No.1/Seat No. 2: Joel Arrington (Mattamy Homes) - 37 Votes
- CDD No.1/Seat No. 3: Lorie Maiorana Moccia (Mattamy Homes) - 38 Votes
- CDD No.1/Seat No. 4: Jeremy Bunner (Mattamy Homes) - 38 Votes

- CDD No.2/Seat No. 2: Jeremy Bunner (Mattamy Homes) - 386 Votes
- CDD No.2/Seat No. 3: Lorie Maiorana Maiorana Moccia (Mattamy Homes) - 387 Votes

- CDD No.2/Seat No. 4: Jeremy Bunner (Mattamy Homes) - 387 Votes
- CDD No.3/Seat No. 2: Jeremy Bunner (Mattamy Homes) - 437 Votes
- CDD No.3/Seat No. 4: Carolyn DeSanti (Mattamy Homes) - 436 Votes
- CDD No.3/Seat No. 5: Carolyn DeSanti (Mattamy Homes) - 436 Votes
- CDD No.4/Seat No. 2: David Graham (City of PSL) - 413 Votes
- CDD No.4/Seat No. 4: Lorie Maiorana Moccia (Mattamy Homes) - 31 Votes
- CDD No.4/Seat No. 5: Wes McCurry (City of PSL) - 413 Votes
- CDD No.5/Seat No. 2: Jeremy Bunner (Mattamy Homes) - 208 Votes
- CDD No.5/Seat No. 4: Carolyn DeSanti (Mattamy Homes) - 207 Votes
- CDD No.5/Seat No. 5: Lorie Maiorana Moccia (Mattamy Homes) - 208 Votes
- CDD No.6/Seat No. 2: David Graham (City of PSL) - 343 Votes
- CDD No.6/Seat No. 4: Lorie Maiorana Moccia (Mattamy Homes) - 161 Votes
- CDD No.6/Seat No. 5: Wes McCurry (City of PSL) - 343 Votes

4. Ballot Tabulations

Mr. Sakuma tabulated the ballots and announced the following results, including the number of years each candidate would serve as determined by candidates receiving the most and fewest number of votes:

- CDD No.1/Seat No. 2: Joel Arrington (Mattamy Homes) - 2 Year Term
- CDD No.1/Seat No. 3: Lorie Maiorana Moccia (Mattamy Homes) - 4 Year Term
- CDD No.1/Seat No. 4: Jeremy Bunner (Mattamy Homes) - 4 Year Term
- CDD No.2/Seat No. 2: Joel Arrington (Mattamy Homes) - 2 Year Term
- CDD No.2/Seat No. 3: Lorie Maiorana Moccia (Mattamy Homes) - 4 Year Term
- CDD No.2/Seat No. 4: Jeremy Bunner (Mattamy Homes) - 4 Year Term
- CDD No.3/Seat No. 2: Jeremy Bunner (Mattamy Homes) - 4 Year Term
- CDD No.3/Seat No. 4: Carolyn DeSanti (Mattamy Homes) - 2 Year Term
- CDD No.3/Seat No. 5: Lorie Maiorana Moccia (Mattamy Homes) - 4 Year Term
- CDD No.4/Seat No. 2: David Graham (City of PSL) - 4 Year Term
- CDD No.4/Seat No. 4: Lorie Maiorana Moccia (Mattamy Homes) - 2 Year Term
- CDD No.4/Seat No. 5: Wes McCurry (City of PSL) - 4 Year Term
- CDD No.5/Seat No. 2: Jeremy Bunner (Mattamy Homes) - 4 Year Term
- CDD No.5/Seat No. 4: Carolyn DeSanti (Mattamy Homes) - 2 Year Term
- CDD No.5/Seat No. 5: Lorie Maiorana Moccia (Mattamy Homes) - 4 Year Term

- CDD No.6/Seat No. 2: David Graham (City of PSL) - 4 Year Term
- CDD No.6/Seat No. 4: Lorie Maiorana Moccia (Mattamy Homes) – 2 Year Term
- CDD No.6/Seat No. 5: Wes McCurry (City of PSL) - 4 Year Term

5. Certification of the Results

Mr. Sakuma asked if anyone present objected to any of the ballots cast during the election, there were no objections. Mr. Palumbo, as Chairman, certified the landowner election results.

I. LANDOWNERS' COMMENTS

There were no comments from the landowners.

K. ADJOURNMENT

The Landowners' Meeting was adjourned at 2:07 p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

LANDOWNER PROXY
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Southern Grove Community Development District** to be held on November 2, 2022 at 10:30 a.m. at the Tradition Town Hall, 10799 SW Civic Lane, Port St. Lucie, Florida 34987 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description*

of Acres

* Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 190.006(2) (b), Florida Statutes (2020), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

BALLOT

For Internal Use
BALLOT # _____

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT LANDOWNERS' MEETING

ELECTION OF BOARD SUPERVISOR

NOVEMBER 2, 2022

The undersigned certifies that he/she is the owner (____) or duly authorized **representative of lawful proxy of an owner** (____) of land in the **Southern Grove Community Development District**, constituting _____acre(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

Name of Candidate

Number of Votes

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6

Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987

OR

Join Zoom Meeting:

<https://us02web.zoom.us/j/3341025011>

Meeting ID: 334 102 5011

Dial In at: 1 929 436 2866

REGULAR BOARD MEETING

November 2nd, 2022

10:30 a.m.

- A. Call to Order**
- B. Proof of Publication.....Page 13**
- C. Seat New Board Members**
- D. Establish Quorum**
- E. Additions or Deletions**
- F. Comments from the Public Not on the Agenda**
- G. Consent Items**
 - 1. Approval of October 5, 2022, Regular Board Meeting Minutes.....Page 14
 - 2. Approval for WA #19-144-189; Cheney Brothers – Irrigation.....Page 17
 - 3. Approval for WA #19-144-192; Stars and Stripes Park – Plat.....Page 19
 - 4. Approval for WA #19-144-193; Plat 43.....Page 21
 - 5. Approval for WA #19-144-188; Belterra Phase 2.....Page 23
- H. Old Business**
 - 1. Approve and Ratify Resolution No. 2022-12; Adopting Fiscal Year 2022-2023 Final Budget: District Nos. 4 and 6.....Page 25
 - 2. Approve and Ratify Resolution No. 2022-13; Adopting Levying Non-Ad Valorem Assessments For Fiscal Year 2022-2033: District Nos. 4 and 6.....Page 29
- I. New Business**
 - 1. Consider Resolution No. 2022-21 for District Nos. 1-6; Adopting Fiscal Year 2022-2023 Final Amended Budget.....Page 33
 - 2. Summary of Matters Related to Resolution Nos. 2022-15; 2022-16 and 2022-17.....Page 57
 - 3. Consider Resolution No. 2022-15 to be Adopted by Southern Grove No. 5; Authorizing the Issuance of Its Not Exceeding \$10,000,00 Special Assessment Bonds, Series 2022-1 (Community Infrastructure).....Page 60
 - 4. Consider Resolution No. 2022-16 to be Adopted by Southern Grove Nos. 1, 2, 3, 4, and 6; Approving the Joiner to a Eighth Supplemental Trust Indenture Relating to the Special Assessment Bonds, Series 2022 (Community Infrastructure).....Page 303
 - 5. Consider Resolution No. 2022-17 to be Adopted by Southern Grove Nos. 1 - 6; Approving A Supplement to the Second Amended and Restated Master Engineer's Report.....Page 308

6. Consider Approving EW Consultants, Inc.; 2022-2023 Mitigation Monitoring Maintenance Program.....	Page 326
7. Consider Approving ITB #2022-02; Southern Grove Aquatic, Wetland, and Conservation Area Management Services – Recommendation to Award.....	Page 330
8. Consider Memo from Gonano and Harrell; Recommending New District Counsel for Southern Grove CDD Nos. 1 – 6.....	Page 359
9. Discussion and Consideration of Stormwater Fee Analysis; Consultant Services	
J. Administrative Matters	
1. Manager’s Report	
2. Attorney’s Report	
3. Engineer’s Report	
4. Financial Report.....	Page 361
5. Founder’s Report	
K. Board Member Comments	
L. Adjourn	

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6
FISCAL YEAR 2022/2023
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-6 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

***October 5, 2022
November 2, 2022
December 7, 2022
*January 4, 2023
February 1, 2023
March 1, 2023
*April 5, 2023
May 3, 2023
June 7, 2023
*July 5, 2023
August 2, 2023
September 6, 2023**

An Irrigation Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the Districts’ websites or at the offices of the District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 09/23/22

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

Join Zoom Meeting: <https://us02web.zoom.us/j/3341025011>

Meeting ID: 334 102 5011

REGULAR BOARD MEETING

October 5, 2022

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District No's. 1-6 of October 5th, 2022, was called to order at 10:30 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on September 23rd, 2022, as legally required.

Tara Toto took the Oath of Office before the meeting continued.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum in CDD Nos. 1 and 2, and it was in order to proceed with the meeting:

CDD #'s 1-6		
Chairman	Frank Covelli: #1,2,3,4,5,6	Absent
Vice Chair	Anissa Cruz: #1,2,3,4,5,6	Present
Supervisor	Steven Dassa: #1,2,3,5	Absent
Supervisor	Tyler Gaffney: #1,2	Present
Supervisor	David Graham: #3,4,5,6	Absent
Supervisor	Stephen Okiye: #4,6	Absent
Supervisor	Tara Toto: #1,2	Present

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell Law

Also present via Zoom were: District Manager – Andrew Karmeris with Special District Services, Inc. Present: District Engineer - Stef Matthes with Culpepper and Terpening (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. CONSENT ITEMS

1. September 7, 2022, Regular Board Meeting

Minutes of the September 7, 2022, Regular Board Meeting

2. MBS Capital Markets, LLC; Supplement to Investment Banking Agreement Dated February 12, 2019 Regarding Bond Issuances (2022 Bonds) by CDD No. 5

Approve MBS Capital Markets, LLC - Supplement to Investment Banking Agreement; Regarding Bond Issuances (2022 Bonds) by CDD No. 5.

3. 2021 Bond Requisition (No. 26); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

Approve and Ratify Bond Req. No 26 – District No. 5 Special Assessment Bonds, Series 2021
(Community Infrastructure)

4. 2021 Bond Requisition (No. 27); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

Approve and Ratify Bond Req. No 27 – District No. 5 Special Assessment Bonds, Series 2021
(Community Infrastructure)

5. 2021 Bond Requisition (No. 28); District No. 5 Special Assessment Bonds, Series 2021 (Community Infrastructure)

Approve and Ratify Bond Req. No 28 – District No. 5 Special Assessment Bonds, Series 2021
(Community Infrastructure)

A **Motion** was made by CDD No. 1 Ms. Cruz, seconded by Mr. Gaffney, and passed unanimously to Approve all item(s) under Consent.

G. OLD BUSINESS

There were no matters of old business to come before the Board.

H. NEW BUSINESS

1. Approving and Ratifying Resolution No. 2022-12; Adopting Fiscal Year 2022-2023 Final Budget: District Nos. 4 and 6.

No action was taken.

2. Approving and Ratifying Resolution No. 2022-13; Adopting Levying Non-Ad Valorem Assessments for Fiscal Year 2022-2033: District Nos. 4 and 6.

No action was taken.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma reported that Mr. Wes McCurry resigned from Board Nos. 3, 4, 5, and 6, effective September 30th, 2022.

2. Attorney's Report

Mr. Harrell had no further report.

3. Engineer's Report

Mr. Matthes had no additional items to note.

4. Financial Report

Mr. Karmeris is available for any questions.

5. Founder's Report

No Founder's report was offered.

J. BOARD MEMBER COMMENTS

There were no Board comments.

K. ADJORNMENT

There being no further business to come before the Board, Ms. Cruz adjourned the meeting at 10:33a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

Print Signature

Print Signature

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date November 2, 2022**

Subject: **SG - Cheney Brothers - Irrigation**
 Work Authorization No. 19-144-189
 C&T Project No. 19-144.SG3.020.0622.I

Background:

On May 15, 2022, the Southern Grove / Tradition CDD Engineer received a Work Authorization application for a Tier 3 irrigation connection to the Tradition Irrigation Master System within CDD 3. Approximately 29 acres of landscape will be irrigated. The withdrawal pipe will be placed within the Southern Grove CDD's water management tract for Lake L11A.

Recommended Action:

Approve proposed project connecting to the Tradition Irrigation System as a Tier 3 User and installing a withdrawal pipe within Southern Grove CDD's water management tract for Lake 11A.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the Southern Grove CDD Stormwater System or Tradition Irrigation operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE



October 18, 2022



0 500 1,000
Feet

Cheney Brothers
WA#: 19-144-189
Project #: 14-144.SG3.020.0622.I

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-189
Project #:
14-144.SG3.020.0622.I
Scale: 1" = 1,000'
Date: 10/18/2022

EXHIBIT 1 **CHENEY BROTHERS** **SITE LOCATION MAP**

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date November 2, 2022**

Subject: **SG - Southern Grove Stars and Stripes Park Plat**
Work Authorization No. WA 19-144-192
C&T Project No. 19-144.SG9.001.1022.W

Background:

On October 18, 2022, the CDD Engineer received an application to plat 47 acres, creating a public park on 16.9 acres.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.09 (old CDD 6)

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include additional infrastructure dedicated to the CDD. It is not anticipated to impact the CDD budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

October 18, 2022



WA 19-144-192

Project No. 19-144.SG9.1022
Date: 10/18/2022
WA 19-143-106 Location Map Stars and Stripes

EXHIBIT 1
Stars and Stripes Park
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date November 2, 2022**

Subject: **SG – Plat 43**
 Work Authorization No. WA 19-144-193
 C&T Project No. 19-144.SG7.001.1022.P

Background:

On September 9, 2022, the Tradition CDD Engineer received a request to plat 378.65 acre. Drainage easements and water management tracts WMT-N1, WMT-N4, WMT-N5, and WMT-N6 are proposed for dedication to the CDD for operation and maintenance.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD 7

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does includes infrastructure dedicated to the CDD. The infrastructure is consistent with the master stormwater plan and has been included in the long term operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

October 18, 2022



WA 19-144-193
Project No. 19-144.SG7.1022
Date: 10/18/2022
WA 19-144-193 Location Map Plat 43

EXHIBIT 1
Southern Grove Plat 43
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date November 2, 2022**

Subject: **SG - Belterra Phase 2**
 Work Authorization No. WA-19-144-188
 C&T Project No. 19-144.SG2.004.0622.W

Background:

On June 7, 2022, the CDD Engineering received a Work Authorization application to connect 73.3 acres of residential development to the CDD master stormwater system. The project will include expansion of two existing lakes and construction of three new lakes which are part of the CDD master stormwater system.

Recommended Action:

Ratify CDD Engineer's approval proposed project connecting to the Southern Grove Master Stormwater System.

Location: Southern Grove Community Development District CDD.02

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project includes infrastructure dedicated to the CDD. The maintenance costs have been included in the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

October 24, 2022



0 750 1,500
Feet



SG - Belterra Phase 2
WA#: WA-19-144-188
Project #: 19-144.SG2.004.0622.P



County Line Canal

St. Luc
Martir

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
WA-19-144-188
Project #:
19-144.SG2.004.0622.P
Scale: 1" = 1,500'
Date: 10/24/2022

EXHIBIT 1
SG - BELTERRA PHASE
2
SITE LOCATION MAP

RESOLUTION 2022-12 (CDD-4)

A RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 CONSENTING TO THE ADOPTION BY THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

WHEREAS, Southern Grove Development District No. 4 (“District No. 4”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”); and

WHEREAS, District No. 4, along with Southern Grove Community Development District Nos. 1-3 & 5-6 (“Other Districts,” and collectively with District No. 4, the “Districts”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida (“District Interlocal Agreement”), whereby the Districts have delegated to District No. 1 the authority to act on behalf of the Districts with respect to development and approval of the annual budget for the Districts; and

WHEREAS, the District Manager has, on the 6th day of July, 2022, submitted to the Board of Supervisors of District No. 1 (the “Board”) a proposed budget for the next ensuing budget year for the Districts along with an explanatory and complete financial plan for each fund of the Districts, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board of District No. 1 set September 7, 2022, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, the District Interlocal Agreement accords full authority to District No. 1 to develop and approve the annual budget for the Districts, and therefore District No. 1 may adopt the budget for the Fiscal Year 2023 on behalf of all the Districts; and

WHEREAS, the Board of Supervisors of District No. 1, in accordance with the District Interlocal Agreement, has adopted the budget for the Fiscal Year 2023 on behalf of all the Districts by its Resolution No. 2022-12, The Annual Appropriation Resolution of the Southern Grove Community Development District No. 1 Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; and

WHEREAS, although the District Interlocal Agreement accords full authority to District No. 1 to adopt the budget for Fiscal Year 2023 on behalf of all the Districts, the Board of Supervisors of District No. 4 (“Board”) desires to express its consent to the adoption by the Board of Supervisors of District No. 1 of the Fiscal Year 2023 budget on behalf of the Districts, in the form attached as Exhibit “A” to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4:

Section 1. Consent to the Adoption of the Budget for Fiscal Year 2023. The Board hereby consents to the adoption by the Board of Supervisors of District No. 1 of the Fiscal Year 2023 budget on behalf of the Districts, in the form attached as Exhibit “A” to this Resolution.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption, and all provisions of any previous resolution in conflict with the provisions of this Resolution are hereby superseded.

ADOPTED by the Board of Supervisors of Southern Grove Community Development District No. 4 this 2nd day of November 2022.

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4

Chairman / Vice Chairman

ATTEST:

Secretary/ Assistant Secretary

RESOLUTION 2022-12 (CDD-6)

A RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 CONSENTING TO THE ADOPTION BY THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

WHEREAS, Southern Grove Development District No. 6 (“District No. 6”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”); and

WHEREAS, District No. 6, along with Southern Grove Community Development District Nos. 1-5 (“Other Districts,” and collectively with District No. 6, the “Districts”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida (“District Interlocal Agreement”), whereby the Districts have delegated to District No. 1 the authority to act on behalf of the Districts with respect to development and approval of the annual budget for the Districts; and

WHEREAS, the District Manager has, on the 6th day of July, 2022, submitted to the Board of Supervisors of District No. 1 (the “Board”) a proposed budget for the next ensuing budget year for the Districts along with an explanatory and complete financial plan for each fund of the Districts, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the Board of District No. 1 set September 7, 2022, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, the District Interlocal Agreement accords full authority to District No. 1 to develop and approve the annual budget for the Districts, and therefore District No. 1 may adopt the budget for the Fiscal Year 2023 on behalf of all the Districts; and

WHEREAS, the Board of Supervisors of District No. 1, in accordance with the District Interlocal Agreement, has adopted the budget for the Fiscal Year 2023 on behalf of all the Districts by its Resolution No. 2022-12, The Annual Appropriation Resolution of the Southern Grove Community Development District No. 1 Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; and

WHEREAS, although the District Interlocal Agreement accords full authority to District No. 1 to adopt the budget for Fiscal Year 2023 on behalf of all the Districts, the Board of Supervisors of District No. 6 (“Board”) desires to express its consent to the adoption by the Board of Supervisors of District No. 1 of the Fiscal Year 2023 budget on behalf of the Districts, in the form attached as Exhibit “A” to this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:

Section 1. Consent to the Adoption of the Budget for Fiscal Year 2023. The Board hereby consents to the adoption by the Board of Supervisors of District No. 1 of the Fiscal Year 2023 budget on behalf of the Districts, in the form attached as Exhibit “A” to this Resolution.

Section 2. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of the Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption, and all provisions of any previous resolution in conflict with the provisions of this Resolution are hereby superseded.

ADOPTED by the Board of Supervisors of Southern Grove Community Development District No. 6 this 2nd day of November, 2022.

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6

Chairman / Vice Chairman

ATTEST:

Secretary/ Assistant Secretary

RESOLUTION 2022-13 (CDD4)

RESOLUTION OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 CONSENTING TO THE LEVY AND COLLECTION BY THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 OF THE NON-AD VALOREM ASSESSMENTS FOR THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

WHEREAS, Southern Grove Community Development District No. 4 (“District No. 4”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”); and

WHEREAS, District No. 4, along with Southern Grove Community Development District Nos. 1-3 & 5-6 (“Other Districts,” and collectively with District No. 4, the “Districts”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida (“District Interlocal Agreement”), whereby the Districts have delegated to the “Administration District” (as defined in the District Interlocal Agreement), the authority to act on behalf of the Districts with respect to the levy and collection of non-ad valorem assessments for the Districts; and

WHEREAS, the District Interlocal Agreement designates Southern Grove Community Development District No. 1 (“District No. 1”) as the initial Administration District, and the Districts have not designated another District as successor or replacement Administration District; and

WHEREAS, the Board of Supervisors of District No. 1, in accordance with the District Interlocal Agreement, has levied non-ad valorem assessments for the Southern Grove Community Development District Nos. 1 through 6 for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; by its Resolution No. 2022-13; Resolution of the Southern Grove Community Development District No. 1 Levying Non-Ad Valorem Assessments for the Southern Grove Community Development District Nos. 1 through 6 for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; and

WHEREAS, although the District Interlocal Agreement accords full authority to District No. 1 to levy and collect non-ad valorem assessments for the Districts, the Board of Supervisors of District No. 4 (“Board”) desires to express its consent to the levy and collection by the Board of Supervisors of District No. 1 of the non-ad valorem assessments for the Districts for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT

DISTRICT NO. 4, AS FOLLOWS:

Section 1. Consent to Levy and Collection of Non-Ad Valorem Assessments for Fiscal Year 2023. The Board hereby consents to the levy and collection by the Board of Supervisors of District No. 1 of the non-ad valorem assessments for the Districts for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

Section 2. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption, and all provisions of any previous resolution in conflict with the provisions of this Resolution are hereby superseded.

ADOPTED by the Board of Supervisors of Southern Grove Community Development District No. 4 this 2nd day of November, 2022.

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4

Chairman / Vice Chairman

ATTEST:

Secretary/ Assistant Secretary

RESOLUTION 2022-13 (CDD6)

RESOLUTION OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 CONSENTING TO THE LEVY AND COLLECTION BY THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 OF THE NON-AD VALOREM ASSESSMENTS FOR THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

WHEREAS, Southern Grove Community Development District No. 6 (“District No. 6”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (“Act”); and

WHEREAS, District No. 6, along with Southern Grove Community Development District Nos. 1-5 (“Other Districts,” and collectively with District No. 6, the “Districts”) are parties to that certain Second Amended and Restated District Development Interlocal Agreement dated July 9, 2013, recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida (“District Interlocal Agreement”), whereby the Districts have delegated to the “Administration District” (as defined in the District Interlocal Agreement), the authority to act on behalf of the Districts with respect to the levy and collection of non-ad valorem assessments for the Districts; and

WHEREAS, the District Interlocal Agreement designates Southern Grove Community Development District No. 1 (“District No. 1”) as the initial Administration District, and the Districts have not designated another District as successor or replacement Administration District; and

WHEREAS, the Board of Supervisors of District No. 1, in accordance with the District Interlocal Agreement, has levied non-ad valorem assessments for the Southern Grove Community Development District Nos. 1 through 6 for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; by its Resolution No. 2022-13; Resolution of the Southern Grove Community Development District No. 1 Levying Non-Ad Valorem Assessments for the Southern Grove Community Development District Nos. 1 through 6 for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; and

WHEREAS, although the District Interlocal Agreement accords full authority to District No. 1 to levy and collect non-ad valorem assessments for the Districts, the Board of Supervisors of District No. 6 (“Board”) desires to express its consent to the levy and collection by the Board of Supervisors of District No. 1 of the non-ad valorem assessments for the Districts for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT

DISTRICT NO. 6, AS FOLLOWS:

Section 1. Consent to Levy and Collection of Non-Ad Valorem Assessments for Fiscal Year 2023. The Board hereby consents to the levy and collection by the Board of Supervisors of District No. 1 of the non-ad valorem assessments for the Districts for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

Section 2. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption, and all provisions of any previous resolution in conflict with the provisions of this Resolution are hereby superseded.

ADOPTED by the Board of Supervisors of Southern Grove Community Development District No. 6 this 2nd day of November, 2022.

SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6

Chairman / Vice Chairman

ATTEST:

Secretary/ Assistant Secretary

RESOLUTION NO. 2022-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6 AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Grove Development District No. 1 ("District No. 1") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("Act"); and

WHEREAS, District No. 1, along with Southern Grove Community Development District Nos. 2-6 ("Other Districts," and collectively with District No. 1, the "Districts") are parties to that Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, recorded in Official Records Book 3539, Page 672, of the public records of St. Lucie County, Florida ("District Interlocal Agreement"), whereby the Districts have delegated to District No. 1 the authority to act on behalf of the Districts with respect to development and approval of the annual budget for the Districts; and

WHEREAS, the Districts are empowered to provide a funding source and to impose special assessments upon the properties within the Districts; and

WHEREAS, District No. 1 has prepared for consideration and approval an Amended Budget for the Districts.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1 THAT:

Section 1. The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of District No.'s 1-6 is authorized to execute any and all necessary transmittals, certifications or other acknowledgments or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 2nd day of November 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO.'S 1-6**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS 1-6

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1-6 RECAP
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
O & M ASSESSMENTS - ADMIN & MAINT	751,391	706,573	706,573
DEBT ASSESSMENTS	969,263	957,276	957,276
BOND PREPAYMENTS		1,535,254	1,535,254
INTEREST INCOME		12,505	12,506
OTHER INCOME: ENGINEERING REVENUE FEES		156,533	156,533
SPECIAL BOND REVENUE		0	
STORMWATER	400,000	619,925	619,925
DEVELOPER CONTRIBUTION - TIM	1,113,700	1,113,700	
FUND CARRY FORWARD		0	0
TOTAL REVENUES	\$ 3,234,354	\$ 5,101,765	\$ 3,988,066
EXPENDITURES - ADMIN			
ARBITRAGE REBATE FEE	6,500	6,896	1,300
ASSESSMENT ROLL	6,000	6,377	6,000
AUDIT	36,000	37,909	20,800
COPIES	2,500	2,500	1,203
DISSEMINATION AGENT	3,000	3,000	
DISTRICT COUNSEL	48,000	66,542	60,010
DUES, LICENSES, FEES	1,050	1,225	1,050
ENGINEERING	175,000	209,686	164,849
GENERAL INSURANCE	34,900	43,721	38,015
LEGAL ADVERTISING	3,800	3,800	1,676
MANAGEMENT	31,120	35,202	31,120
MEETING ROOM	0	0	
MISCELLANEOUS	2,000	2,000	688
OFFICE RENT	16,500	18,866	16,685
OFFICE SUPPLIES	1,000	1,000	230
POSTAGE AND SHIPPING	500	727	659
SUPERVISOR FEES	4,800	4,800	
TIF/SAD REBATE ANALYSIS	26,010	69,265	60,110
TIM - CAPITAL OUTLAY	720,000	720,000	127,849
TRAVEL AND PER DIEM	500	576	513
TRUSTEE SERVICES	7,000	14,103	12,416
CONTINUING DISCLOSURE	0	1,500	1,500
WEBSITE	4,500	5,125	4,500
TOTAL ADMIN EXPENSES	1,130,680	1,254,820	551,173

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1-6 RECAP
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
AQUATIC MAINTENANCE		45,000	45,283	38,425
BULDING MAINTENANCE		1,000	1,000	0
TIM OPERATIONS (Bond/Developer Funded)		393,700	433,312	433,312
CONTINGENCY - MAINTENANCE		100,000	100,000	103,625
COMMUNITY AREA MAINTENANCE		0	5,195	5,048
ELECTRIC		25,000	25,000	2,224
ENGINEERING - MAINT.		175,000	175,000	164,849
FIELD MANAGEMENT		16,000	16,843	16,000
FOUNTAIN MAINTENANCE & CHEMICALS		10,000	14,291	13,828
IRRIGATION PARTS & REPAIRS		8,000	14,139	13,736
IRRIGATION WATER		2,000	2,000	0
LANDSCAPE MAINTENANCE		46,600	110,172	108,228
MITIGATION MAINTENANCE		82,000	118,609	115,849
PEST CONTROL		2,000	2,000	75
SECURITY		40,000	40,000	0
SIDEWALK CLEANING AND REPAIR		30,000	30,000	0
SIGNAGE		10,000	10,000	395
STORMWATER CONTROL		50,000	52,841	49,980
STREETLIGHT MAINTENANCE AND REPAIR		2,000	2,000	0
TREE/PLANT REPLACEMENT & TRIM		36,000	36,000	0
TOTAL MAINTENANCE EXPENSES		1,074,300	1,233,685	1,065,574

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1-6 RECAP
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 2,204,980	\$ 2,488,505	\$ 1,616,747
EXCESS / (SHORTFALL)		\$ 1,029,374	\$ 2,613,260	\$ 2,371,319
PAYMENT TO TRUSTEE (2019 Bond)		(498,944)	(508,022)	(508,022)
PAYMENT TO TRUSTEE (2020 Bond)		(392,779)	(399,971)	(399,971)
BOND PREPAYMENTS TO TRUSTEE			(1,535,254)	(1,535,254)
BALANCE		\$ 137,652	\$ 170,013	\$ (71,928)
COUNTY APPRAISER & TAX COLLECTOR FEE		(68,826)	(68,826)	(66,670)
DISCOUNTS FOR EARLY PAYMENTS		(68,826)	(68,826)	(65,934)
EXCESS / (SHORTFALL)		\$ -	\$ 32,361	\$ (204,532)
CARRYOVER FROM PRIOR YEAR		-		204,532
NET EXCESS / (SHORTFALL)		\$ -	\$ 32,361	\$ -

FUND BALANCE AS OF 9/30/21		\$ 506,947
FY 2021/2022 ACTIVITY		32,361
FUND BALANCE AS OF 9/30/22		\$ 539,308

AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS
DEBT SERVICE
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Debt Assessments (Net of Fees and Discounts)	930,585	953,019	953,019
Bond Prepayments	0	1,535,254	1,535,254
Total Revenues	\$ 930,585	\$ 2,488,273	\$ 2,488,273
EXPENDITURES			
Payments to Trustee (Includes Extra Redemption)	930,585	953,019	953,019
Bond Prepayments to Trustee	0	1,535,254	1,535,254
Total Expenditures	\$ 930,585	\$ 2,488,273	\$ 2,488,273
Excess/ (Shortfall)	\$ -	\$ -	\$ -

Reserve Fund Balance (2019) as of 09/30/22:	\$ 221,928
Reserve Fund Balance (2020) as of 09/30/22:	\$ 189,538
Reserve Fund Balance (2021) as of 09/30/22:	\$ 401,088

Series 2019 BOND

Original Par Amount =	\$7,035,000	Principal Payment	Due May 2022
Average Coupon Rate =	3.82%	Interest Payments Due =	May 1st & November 1st
Issue Date =	November 2019		
Maturity Date =	2043		
Par Amount As Of 9/30/22 =	\$6,265,000	Subject to adjustment for prepayments	

Series 2020 BOND

Original Par Amount =	\$6,535,000	Principal Payment	Due May 2022
Average Coupon Rate =	4.34%	Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2020		
Maturity Date =	2046		
Par Amount As Of 9/30/22 =	\$5,935,000	Subject to adjustment for prepayments	

Series 2021 BOND

Original Par Amount =	\$15,730,000	Principal Payment	Due May 2023
Average Coupon Rate =	3.55%	Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2021		
Maturity Date =	2048		
Par Amount As Of 9/30/22 =	\$15,730,000	Subject to adjustment for prepayments	

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
O & M ASSESSMENTS - ADMIN & MAINT	18,526	17,421	17,421
DEBT ASSESSMENTS	0	0	0
BOND PREPAYMENTS	0	0	0
INTEREST INCOME	0	12,486	12,486
OTHER INCOME: ENGINEERING REVENUE	0	156,533	156,533
SPECIAL BOND REVENUE	0	0	0
STORMWATER	0	0	0
DEVELOPER CONTRIBUTION - TIM	0	0	0
FUND CARRY FORWARD	0	0	0
TOTAL REVENUES	\$ 18,526	\$ 186,440	\$ 186,440
EXPENDITURES - ADMIN			
ARBITRAGE REBATE FEE*	0	13	13
AUDIT*	6,000	6,000	203
DISSEMINATION AGENT	42	42	
DISTRICT COUNSEL	671	671	585
MANAGEMENT	435	435	303
ASSESSMENT ROLL	84	84	59
TIF/SAD REBATE ANALYSIS	364	586	586
DUES, LICENSES & FEES*	175	175	175
ENGINEERING	2,448	2,448	1,607
GENERAL INSURANCE*	4,900	5,419	5,419
WEB SITE MAINTENANCE*	750	750	750
LEGAL ADVERTISING	53	53	16
MISCELLANEOUS	28	28	7
TRAVEL AND PER DIEM	7	7	5
OFFICE SUPPLIES	14	14	2
OFFICE RENT	231	231	163
POSTAGE & SHIPPING	7	7	6
COPIES	35	35	12
TRUSTEE FEES	0	0	
CONTINUING DISCLOSURE	0	15	15
CAPITAL OUTLAY	0	0	0
SUPERVISOR FEES*	800	800	0
TOTAL ADMIN EXPENSES	17,044	17,812	9,925

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
LAKE MAINTENANCE		0	0	0
BUILDING, BRIDGE, MONUMENT MAINT.		0	0	0
TIM OPERATIONS		0	0	0
CONTINGENCY - MAINT.		0	0	0
COMMUNITY AREA MAINTENANCE		0	0	0
LAKE PORTER SERVICE		0	0	0
PAINTING		0	0	0
FIELD MAINTENANCE		0	0	0
ELECTRIC		0	0	0
ENGINEERING - MAINT.		0	0	0
FIELD MANAGEMENT		0	0	0
FOUNTAIN MAINTENANCE		0	0	0
HYDRILLA TREATMENT		0	0	0
LANDSCAPING MAINTENANCE & MATERIALS		0	0	0
MITIGATION MAINTENANCE		0	0	0
IRRIGATION		0	0	0
IRRIGATION PARTS & REPAIR		0	0	0
PEST CONTROL		0	0	0
ROAD REPAIR		0	0	0
SECURITY		0	0	0
FENCE REPAIR		0	0	0
SIDEWALK CLEANING		0	0	0
SIDEWALK REPAIR		0	0	0
SIGNAGE		0	0	0
STREETLIGHTS		0	0	0
STORMWATER MANAGEMENT		0	0	0
TREE/PLANT REPLACEMENT & TRIM		0	0	0
WETLAND UPLAND MAINTENANCE		0	0	0
TOTAL MAINTENANCE EXPENSES		0	0	0

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 1
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 17,044	\$ 17,812	\$ 9,925
EXCESS / (SHORTFALL)		\$ 1,482	\$ 168,628	\$ 176,515
PAYMENT TO TRUSTEE (2019 Bond)		0	0	0
PAYMENT TO TRUSTEE (2020 Bond)		0	0	0
BOND PREPAYMENTS TO TRUSTEE		0	0	0
BALANCE		\$ 1,482	\$ 168,628	\$ 176,515
COUNTY APPRAISER & TAX COLLECTOR FEE		(741)	(741)	(718)
DISCOUNTS FOR EARLY PAYMENTS		(741)	(741)	(710)
EXCESS / (SHORTFALL)		\$ -	\$ 167,146	\$ 175,087
CARRYOVER FROM PRIOR YEAR		-		
NET EXCESS / (SHORTFALL)		\$ -	\$ 167,146	\$ 175,087

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 2
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT		45,006	42,322	42,322
DEBT ASSESSMENTS		0		
BOND PREPAYMENTS		0		
INTEREST INCOME		0	2	2
OTHER INCOME: ENGINEERING REVENUE		0		
SPECIAL BOND REVENUE		0		
STORMWATER				
DEVELOPER CONTRIBUTION - TIM				
FUND CARRY FORWARD		0		
TOTAL REVENUES		\$ 45,006	\$ 42,323	\$ 42,323
EXPENDITURES - ADMIN				
ARBITRAGE REBATE FEE*		0	132	132
AUDIT*		6,000	6,000	2,105
DISSEMINATION AGENT		269	269	
DISTRICT COUNSEL		4,312	6,073	6,073
MANAGEMENT		2,796	3,149	3,149
ASSESSMENT ROLL		539	607	607
TIF/SAD REBATE ANALYSIS		2,337	6,083	6,083
DUES, LICENSES & FEES*		175	175	175
ENGINEERING		15,721	16,683	16,683
GENERAL INSURANCE*		5,300	5,978	5,978
WEB SITE MAINTENANCE*		750	750	750
LEGAL ADVERTISING		341	341	170
MISCELLANEOUS		180	180	70
TRAVEL AND PER DIEM		45	52	52
OFFICE SUPPLIES		90	90	23
OFFICE RENT		1,482	1,689	1,689
POSTAGE & SHIPPING		45	67	67
COPIES		225	225	122
TRUSTEE FEES			0	
CONTINUING DISCLOSURE			152	152
CAPITAL OUTLAY			0	
SUPERVISOR FEES*		800	800	0
TOTAL ADMIN EXPENSES		41,406	49,495	44,079

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 2
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
LAKE MAINTENANCE		0	0	0
BUILDING, BRIDGE, MONUMENT MAINT.		0	0	0
CONTINGENCY - MAINT.		0	0	0
COMMUNITY AREA MAINTENANCE		0	0	0
LAKE PORTER SERVICE		0	0	0
PAINTING		0	0	0
FIELD MAINTENANCE		0	0	0
ELECTRIC		0	0	0
ENGINEERING - MAINT.		0	0	0
FIELD MANAGEMENT		0	0	0
FOUNTAIN MAINTENANCE		0	0	0
HYDRILLA TREATMENT		0	0	0
LANDSCAPING MAINTENANCE & MATERIALS		0	0	0
MITIGATION MAINTENANCE		0	0	0
IRRIGATION		0	0	0
IRRIGATION PARTS & REPAIR		0	0	0
PEST CONTROL		0	0	0
ROAD REPAIR		0	0	0
SECURITY		0	0	0
FENCE REPAIR		0	0	0
SIDEWALK CLEANING		0	0	0
SIDEWALK REPAIR		0	0	0
SIGNAGE		0	0	0
STREETLIGHTS		0	0	0
STORMWATER MANAGEMENT		0	0	0
TREE/PLANT REPLACEMENT & TRIM		0	0	0
WETLAND UPLAND MAINTENANCE		0	0	0
TOTAL MAINTENANCE EXPENSES		0	0	0

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 2
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 41,406	\$ 49,495	\$ 44,079
EXCESS / (SHORTFALL)		\$ 3,600	\$ (7,171)	\$ (1,756)
PAYMENT TO TRUSTEE (2019 Bond)		0	0	0
PAYMENT TO TRUSTEE (2020 Bond)		0	0	0
BOND PREPAYMENTS TO TRUSTEE		0	0	0
BALANCE		\$ 3,600	\$ (7,171)	\$ (1,756)
COUNTY APPRAISER & TAX COLLECTOR FEE		(1,800)	(1,800)	(1,744)
DISCOUNTS FOR EARLY PAYMENTS		(1,800)	(1,800)	(1,725)
EXCESS / (SHORTFALL)		\$ -	\$ (10,772)	\$ (5,224)
CARRYOVER FROM PRIOR YEAR		-	10,772	5,224
NET EXCESS / (SHORTFALL)		\$ -	\$ -	\$ -

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 3
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT		74,575	70,127	70,127
DEBT ASSESSMENTS		0	0	0
BOND PREPAYMENTS		0	0	0
INTEREST INCOME		0	0	0
OTHER INCOME: ENGINEERING REVENUE		0	0	0
SPECIAL BOND REVENUE		0	0	0
STORMWATER		0	0	0
DEVELOPER CONTRIBUTION - TIM		0	0	0
FUND CARRY FORWARD		0	0	0
TOTAL REVENUES		\$ 74,575	\$ 70,127	\$ 70,127
EXPENDITURES - ADMIN				
ARBITRAGE REBATE FEE*		0	252	252
AUDIT*		6,000	6,000	4,030
DISSEMINATION AGENT		528	528	0
DISTRICT COUNSEL		8,445	11,628	11,628
MANAGEMENT		5,475	6,030	6,030
ASSESSMENT ROLL		1,056	1,163	1,163
TIF/SAD REBATE ANALYSIS		4,576	11,647	11,647
DUES, LICENSES & FEES*		175	175	175
ENGINEERING		30,789	31,943	31,943
GENERAL INSURANCE*		5,300	5,706	5,706
WEB SITE MAINTENANCE*		750	750	750
LEGAL ADVERTISING		669	669	325
MISCELLANEOUS		352	352	133
TRAVEL AND PER DIEM		88	99	99
OFFICE SUPPLIES		176	176	45
OFFICE RENT		2,903	3,233	3,233
POSTAGE & SHIPPING		88	128	128
COPIES		440	440	233
TRUSTEE FEES		0	0	0
CONTINUING DISCLOSURE		0	291	291
CAPITAL OUTLAY		0	0	0
SUPERVISOR FEES*		800	800	0
TOTAL ADMIN EXPENSES		68,609	82,008	77,811

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 3
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
LAKE MAINTENANCE		0	0	0
BUILDING, BRIDGE, MONUMENT MAINT.		0	0	0
CONTINGENCY - MAINT.		0	0	0
COMMUNITY AREA MAINTENANCE		0	0	0
LAKE PORTER SERVICE		0	0	0
PAINTING		0	0	0
FIELD MAINTENANCE		0	0	0
ELECTRIC		0	0	0
ENGINEERING - MAINT.		0	0	0
FIELD MANAGEMENT		0	0	0
FOUNTAIN MAINTENANCE		0	0	0
HYDRILLA TREATMENT		0	0	0
LANDSCAPING MAINTENANCE & MATERIALS		0	0	0
MITIGATION MAINTENANCE		0	0	0
IRRIGATION		0	0	0
IRRIGATION PARTS & REPAIR		0	0	0
PEST CONTROL		0	0	0
ROAD REPAIR		0	0	0
SECURITY		0	0	0
FENCE REPAIR		0	0	0
SIDEWALK CLEANING		0	0	0
SIDEWALK REPAIR		0	0	0
SIGNAGE		0	0	0
STREETLIGHTS		0	0	0
STORMWATER MANAGEMENT		0	0	0
TREE/PLANT REPLACEMENT & TRIM		0	0	0
WETLAND UPLAND MAINTENANCE		0	0	0
TOTAL MAINTENANCE EXPENSES		0	0	0

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 3
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 68,609	\$ 82,008	\$ 77,811
EXCESS / (SHORTFALL)		\$ 5,966	\$ (11,882)	\$ (7,684)
PAYMENT TO TRUSTEE (2019 Bond)		0	0	0
PAYMENT TO TRUSTEE (2020 Bond)		0	0	0
BOND PREPAYMENTS TO TRUSTEE		0	0	0
BALANCE		\$ 5,966	\$ (11,882)	\$ (7,684)
COUNTY APPRAISER & TAX COLLECTOR FEE		(2,983)	(2,983)	(2,890)
DISCOUNTS FOR EARLY PAYMENTS		(2,983)	(2,983)	(2,858)
EXCESS / (SHORTFALL)		\$ -	\$ (17,848)	\$ (13,431)
CARRYOVER FROM PRIOR YEAR		-	17,848	13,431
NET EXCESS / (SHORTFALL)		\$ -	\$ -	\$ -

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 4
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
O & M ASSESSMENTS - ADMIN & MAINT	93,300	87,735	87,735
DEBT ASSESSMENTS	200,225	197,749	197,749
BOND PREPAYMENTS	0	0	0
INTEREST INCOME	0	0	0
OTHER INCOME: ENGINEERING REVENUE	33,211	0	0
SPECIAL BOND REVENUE		0	0
STORMWATER		33,917	33,917
DEVELOPER CONTRIBUTION - TIM	0	0	0
FUND CARRY FORWARD	0	0	0
TOTAL REVENUES	\$ 326,736	\$ 319,401	\$ 319,401
EXPENDITURES - ADMIN			
ARBITRAGE REBATE FEE*	1,341	1,341	233
AUDIT*	6,000	6,000	3,721
DISSEMINATION AGENT	446	446	
DISTRICT COUNSEL	7,130	10,735	10,735
MANAGEMENT	4,623	5,567	5,567
ASSESSMENT ROLL	891	1,073	1,073
TIF/SAD REBATE ANALYSIS	3,864	10,753	10,753
DUES, LICENSES & FEES*	175	175	175
ENGINEERING	25,995	29,490	29,490
GENERAL INSURANCE*	5,100	5,435	5,435
WEB SITE MAINTENANCE*	750	750	750
LEGAL ADVERTISING	564	564	300
MISCELLANEOUS	297	297	123
TRAVEL AND PER DIEM	74	92	92
OFFICE SUPPLIES	149	149	41
OFFICE RENT	2,451	2,985	2,985
POSTAGE & SHIPPING	74	118	118
COPIES	371	371	215
TRUSTEE FEES		679	679
CONTINUING DISCLOSURE		268	268
CAPITAL OUTLAY		0	
SUPERVISOR FEES*	800	800	
TOTAL ADMIN EXPENSES	61,095	78,088	72,753

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 4
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
AQUATIC MAINTENANCE		3,736	3,736	2,102
BULDING MAINTENANCE		83	83	0
TIM OPERATIONS		0	0	0
COMMON AREA MAINTENANCE		0	276	276
MISCELLANEOUS MAINTENANCE		0	4,410	4,410
CONTINGENCY		8,303	8,303	1,260
ELECTRIC		2,076	2,076	122
ENGINEERING - MAINT.		14,530	14,530	9,019
FIELD MANAGEMENT		1,328	1,328	875
FOUNTAIN MAINTENANCE & CHEMICALS		830	830	757
IRRIGATION PARTS & REPAIRS		664	752	752
IRRIGATION WATER		166	166	0
LANDSCAPE MAINTENANCE		3,869	5,921	5,921
MITIGATION MAINTENANCE		6,808	6,808	6,338
PEST CONTROL		166	166	4
SECURITY		3,321	3,321	0
SIDEWALK CLEANING AND REPAIR		2,491	2,491	0
SIGNAGE		830	830	22
STORMWATER CONTROL		4,151	4,151	2,735
STREETLIGHT MAINTENANCE AND REPAIR		166	166	0
TREE/PLANT REPLACEMENT & TRIM		2,989	2,989	0
TOTAL MAINTENANCE EXPENSES		56,509	63,334	34,592

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 4
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 117,603	\$ 141,422	\$ 107,346
EXCESS / (SHORTFALL)		\$ 209,133	\$ 177,979	\$ 212,056
PAYMENT TO TRUSTEE (2019 Bond)		(99,328)	(101,135)	(101,135)
PAYMENT TO TRUSTEE (2020 Bond)		(84,879)	(86,433)	(86,433)
BOND PREPAYMENTS TO TRUSTEE		0	0	0
BALANCE		\$ 24,925	\$ (9,590)	\$ 24,487
COUNTY APPRAISER & TAX COLLECTOR FEE		(11,741)	(11,741)	(11,373)
DISCOUNTS FOR EARLY PAYMENTS		(11,741)	(11,741)	(11,248)
EXCESS / (SHORTFALL)		\$ 1,443	\$ (33,072)	\$ 1,866
CARRYOVER FROM PRIOR YEAR		-	33,072	
NET EXCESS / (SHORTFALL)		\$ 1,443	\$ -	\$ 1,866

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 5
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT		416,642	391,791	391,791
DEBT ASSESSMENTS		704,605	695,891	695,891
BOND PREPAYMENTS		0	1,535,254	1,535,254
INTEREST INCOME		0	17	17
OTHER INCOME: ENGINEERING REVENUE		0	0	0
SPECIAL BOND REVENUE		0	0	0
STORMWATER		350,454	567,858	567,858
DEVELOPER CONTRIBUTION - TIM		1,113,700	1,113,700	0
FUND CARRY FORWARD		0	0	0
TOTAL REVENUES		\$ 2,585,401	\$ 4,304,511	\$ 3,190,811
EXPENDITURES - ADMIN				
ARBITRAGE REBATE FEE*		3,256	3,256	473
AUDIT*		6,000	7,573	7,573
DISSEMINATION AGENT		1,082	1,082	
DISTRICT COUNSEL		17,317	21,848	21,848
MANAGEMENT		11,227	11,330	11,330
ASSESSMENT ROLL		2,165	2,184	2,184
TIF/SAD REBATE ANALYSIS		9,384	21,885	21,885
DUES, LICENSES & FEES*		175	175	175
ENGINEERING		63,136	63,136	60,019
GENERAL INSURANCE*		9,000	9,771	9,771
WEB SITE MAINTENANCE*		750	750	750
LEGAL ADVERTISING		1,371	1,371	610
MISCELLANEOUS		722	722	250
TRAVEL AND PER DIEM		180	187	187
OFFICE SUPPLIES		361	361	84
OFFICE RENT		5,953	6,075	6,075
POSTAGE & SHIPPING		180	240	240
COPIES		902	902	438
TRUSTEE FEES		3,506	11,373	11,373
CONTINUING DISCLOSURE		0	546	546
CAPITAL OUTLAY		720,000	720,000	127,849
SUPERVISOR FEES*		800	800	0
TOTAL ADMIN EXPENSES		857,467	885,567	283,661

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 5
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
AQUATIC MAINTENANCE		39,426	39,426	35,198
BULDING MAINTENANCE		876	876	0
TIM OPERATIONS		393,700	433,312	433,312
COMMON AREA MAINTENANCE		0	4,624	4,624
MISCELLANEOUS MAINTENANCE		0	73,831	73,831
CONTINGENCY		87,613	87,613	21,091
ELECTRIC		21,903	21,903	2,037
ENGINEERING - MAINT.		153,324	153,324	151,004
FIELD MANAGEMENT		14,018	14,656	14,656
FOUNTAIN MAINTENANCE & CHEMICALS		8,761	12,667	12,667
IRRIGATION PARTS & REPAIRS		7,009	12,583	12,583
IRRIGATION WATER		1,752	1,752	0
LANDSCAPE MAINTENANCE		40,828	99,138	99,138
MITIGATION MAINTENANCE		71,843	106,119	106,119
PEST CONTROL		1,752	1,752	69
SECURITY		35,045	35,045	0
SIDEWALK CLEANING AND REPAIR		26,284	26,284	0
SIGNAGE		8,761	8,761	362
STORMWATER CONTROL		43,807	45,783	45,783
STREETLIGHT MAINTENANCE AND REPAIR		1,752	1,752	0
TREE/PLANT REPLACEMENT & TRIM		31,541	31,541	0
TOTAL MAINTENANCE EXPENSES		989,997	1,212,742	1,012,472

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 5
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 1,847,464	\$ 2,098,309	\$ 1,296,133
EXCESS / (SHORTFALL)		\$ 737,937	\$ 2,206,201	\$ 1,894,678
PAYMENT TO TRUSTEE (2019 Bond)		(399,615)	(406,887)	(406,887)
PAYMENT TO TRUSTEE (2020 Bond)		(248,621)	(253,174)	(253,174)
BOND PREPAYMENTS TO TRUSTEE		0	(1,535,254)	(1,535,254)
BALANCE		\$ 89,700	\$ 10,887	\$ (300,637)
COUNTY APPRAISER & TAX COLLECTOR FEE		(44,850)	(44,850)	(43,445)
DISCOUNTS FOR EARLY PAYMENTS		(44,850)	(44,850)	(42,965)
EXCESS / (SHORTFALL)		\$ -	\$ (78,813)	\$ (387,047)
CARRYOVER FROM PRIOR YEAR		-	78,813	387,047
NET EXCESS / (SHORTFALL)		\$ -	\$ -	\$ -

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 6
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
O & M ASSESSMENTS - ADMIN & MAINT	103,342	97,178	97,178
DEBT ASSESSMENTS	64,433	63,636	63,636
BOND PREPAYMENTS	0	0	0
INTEREST INCOME	0	0	0
OTHER INCOME: ENGINEERING REVENUE	0	0	0
SPECIAL BOND REVENUE	0	0	0
STORMWATER	16,335	18,149	18,149
DEVELOPER CONTRIBUTION - TIM	0	0	0
FUND CARRY FORWARD	0	0	0
TOTAL REVENUES	\$ 184,110	\$ 178,963	\$ 178,963
EXPENDITURES - ADMIN			
ARBITRAGE REBATE FEE*	1,904	1,904	396
AUDIT*	6,000	6,336	6,336
DISSEMINATION AGENT	633	633	0
DISTRICT COUNSEL	10,124	15,586	15,586
MANAGEMENT	6,564	8,690	8,690
ASSESSMENT ROLL	1,266	1,266	914
TIF/SAD REBATE ANALYSIS	5,486	18,310	18,310
DUES, LICENSES & FEES*	175	350	350
ENGINEERING	36,912	65,987	65,987
GENERAL INSURANCE*	5,300	11,412	11,412
WEB SITE MAINTENANCE*	750	1,375	1,375
LEGAL ADVERTISING	802	802	460
MISCELLANEOUS	422	422	138
TRAVEL AND PER DIEM	105	139	139
OFFICE SUPPLIES	211	211	57
OFFICE RENT	3,480	4,654	4,654
POSTAGE & SHIPPING	105	168	168
COPIES	527	527	367
TRUSTEE FEES	2,050	2,050	727
CONTINUING DISCLOSURE	0	228	228
CAPITAL OUTLAY	0	0	0
SUPERVISOR FEES*	800	800	0
TOTAL ADMIN EXPENSES	83,616	141,849	136,294

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 6
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
EXPENDITURES - MAINT				
AQUATIC MAINTENANCE		1,838	2,121	2,121
BULDING MAINTENANCE		41	41	0
TIM OPERATIONS		0	0	0
COMMON AREA MAINTENANCE		0	296	296
MISCELLANEOUS MAINTENANCE		0	4,719	4,719
CONTINGENCY		4,084	4,084	674
ELECTRIC		1,021	1,021	119
ENGINEERING - MAINT.		7,147	7,147	4,826
FIELD MANAGEMENT		653	859	859
FOUNTAIN MAINTENANCE & CHEMICALS		408	794	794
IRRIGATION PARTS & REPAIRS		327	804	804
IRRIGATION WATER		82	82	0
LANDSCAPE MAINTENANCE		1,903	5,112	5,112
MITIGATION MAINTENANCE		3,349	5,683	5,683
PEST CONTROL		82	82	4
SECURITY		1,633	1,633	0
SIDEWALK CLEANING AND REPAIR		1,225	1,225	0
SIGNAGE		408	408	23
STORMWATER CONTROL		2,042	2,907	2,907
STREETLIGHT MAINTENANCE AND REPAIR		82	82	0
TREE/PLANT REPLACEMENT & TRIM		1,470	1,470	0
TOTAL MAINTENANCE EXPENSES		27,794	40,568	28,941

**AMENDED FINAL BUDGET
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 6
OPERATING FUND
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

		FISCAL YEAR 2021/2022 ANNUAL BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
TOTAL EXPENDITURES		\$ 111,410	\$ 182,417	\$ 165,235
EXCESS / (SHORTFALL)		\$ 72,700	\$ (3,454)	\$ 13,729
PAYMENT TO TRUSTEE (2019 Bond)		0	0	0
PAYMENT TO TRUSTEE (2020 Bond)		(59,278)	(60,364)	(60,364)
BOND PREPAYMENTS TO TRUSTEE		0	0	0
BALANCE		\$ 13,422	\$ (63,818)	\$ (46,635)
COUNTY APPRAISER & TAX COLLECTOR FEE		(6,711)	(6,711)	(6,501)
DISCOUNTS FOR EARLY PAYMENTS		(6,711)	(6,711)	(6,429)
EXCESS / (SHORTFALL)		\$ -	\$ (77,240)	\$ (59,565)
CARRYOVER FROM PRIOR YEAR		-	77,240	59,565
NET EXCESS / (SHORTFALL)		\$ -	\$ -	\$ -

Summary of Matters Related to Resolution Nos. 2022-15, 2022-16 and 2022-17 To Be
Considered on November 2, 2022

Southern Grove Community Development District Nos. 1 through 6 (collectively, the “Districts”) have previously adopted certain assessment proceedings (the “Prior Assessment Proceedings”) to more accurately reflect the current and planned development within the Districts and re-designate certain components of district infrastructure as Community Infrastructure, among other matters. Community Infrastructure is comprised of certain public infrastructure and improvements benefitting all assessable property in the Districts. Southern Grove Community Development District No. 5 (“District No. 5”) has previously issued its Special Assessment Bonds, Series 2019 (Community Infrastructure) (the “2019 Bonds”), its Special Assessment Bonds, Series 2020 (Community Infrastructure) (the “2020 Bonds”) and its Special Assessment Bonds, Series 2021 (Community Infrastructure) (the “2021 Bonds”) to finance and refinance the costs of a portion of the Community Infrastructure. The following summarizes certain matters relating to the proposed issuance of the 2022 Bonds (hereinafter defined).

1. In order to now finance all or a portion of the costs of an additional portion of the Community Infrastructure it is proposed that District No. 5 issue its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”) and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and, together with the 2022-1 Bonds, the “2022 Bonds”) and apply the proceeds thereof, together with other legally available funds (consisting of amounts representing Community Infrastructure Assessments previously collected), to pay all or a portion of the costs of certain Community Infrastructure described in a Supplemental Engineer’s Report (the “Supplemental Engineer’s Report”) prepared by Culpepper and Turpening, Inc. (the “2022 CI Project”), pay a portion of the interest coming due on the 2022 Bonds, make a deposit to the applicable reserve accounts for the 2022-1 Bonds and the 2022-2 Bonds, and pay costs of issuance of the 2022 Bonds. Proceeds of the 2022-1 CI Bonds may not be used to fund any costs associated with the portion of the Community Infrastructure described in the 2022 Supplemental Engineer’s Report consisting of autonomous vehicles providing mass transit and any allocable portion of the pathways on which such vehicles travel.

2. The 2022 Bonds will be payable from the revenues derived from the collection of Community Infrastructure Assessments (the “2022 CI Assessments”) levied and to be collected in the “2022 Assessment Area” that is not already subject to Community Infrastructure assessments relating to the 2019 Bonds, the 2020 Bonds and the 2021 Bonds. The “2022 Assessment Area” consists of 637 platted single-family lots, together with platted non-residential properties totaling approximately 107.7 acres of additional assessable District Lands, as shall be more fully described in the 2022 Supplemental Assessment Report (hereinafter defined).

It is proposed that District No. 5 adopt Resolution No. 2022-15 (the “Delegation Resolution”) which authorizes the issuance of the 2022 Bonds and provides for other matters related thereto, including with respect to the marketing and sale of the 2022 Bonds, in all cases subject to the parameters set forth in the Delegation Resolution. The anticipated structure for the

2022 Bonds is set forth in the form of the Eighth Supplemental Trust Indenture attached as Exhibit A to the Delegation Resolution.

3. It is also proposed that Southern Grove Community Development District Nos. 1,2,3,4 and 6 adopt joint Resolution No. 2022-16 (i) approving the execution of a joinder to the Eighth Supplemental Trust Indenture relating to the 2022 Bonds, (ii) acknowledging that the 2022 Bonds will be payable from the 2022 CI Assessments levied in the 2022 Assessment Area, and (iii) acknowledging that Southern Grove District with jurisdiction over the District Lands in the 2022 Assessment Area as of the date of issuance of the 2022 Bonds will adopt a joint resolution after the pricing of the 2022 Bonds, but prior to the issuance of the 2022 Bonds, that will become part of the assessment proceedings. This subsequent resolution will designate the 2022 Assessment Area, reflect the final pricing details of the 2022 Bonds, adopt a final assessment roll for the 2022 CI Assessments and approve a supplemental assessment report in connection with the 2022 Bonds (the “2022 Supplemental Assessment Report”).

4. Further it is proposed that all of the current Southern Grove Community Development Districts adopt joint Resolution No. 2022-17 approving the 2022 Supplemental Engineer’s Report, substantially in the form attached to the resolution.

5. The City of Port St. Lucie, Florida is in the process of establishing four new community development districts (the “New Districts”) with jurisdiction over a portion of the District Lands located in certain of the current Southern Grove Community Development Districts.

If the New Districts are established as anticipated prior to the issuance of the 2022 Bonds then, as of the date of issuance of the 2022 Bonds, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of District No. 5 and (ii) a portion of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4 and certain of the New Districts (Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10, respectively).

The Delegation Resolution provides that if the New Districts are established prior to the issuance of the 2022 Bonds, it shall be a condition to the issuance of the 2022 Bonds that (i) the respective Board of Supervisors of each of the New Districts cause their respective appropriate authorized officers to execute a joinder to the Eighth Supplemental Indenture, the District Development Interlocal Agreement and the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended; (ii) the respective Board of Supervisors of each of the New Districts approve the 2022 Supplemental Engineer’s Report; (iii) the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area approve the 2022 Supplemental Assessment Report; and (iv) the Assignment and Assumption Agreements (as defined in the Eighth Supplemental Indenture) relating to the 2022 CI Assessments are executed and delivered.

6. If the New Districts are not established prior to the issuance of the 2022 Bonds then, as of the date of issuance of the 2022 Bonds, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of District No. 5 and (ii) a portion of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4 and Southern Grove Community Development District No. 6, respectively.

The Delegation Resolution provides that if the New Districts are not established prior to the issuance of the 2022 Bonds, District No. 5 will covenant in the Eighth Supplemental Indenture to use its best efforts to cause the following to occur as soon as practicable following the establishment of the New Districts: (i) the execution and delivery by the appropriate authorized officers of each of the New Districts of the joinders and Assignment and Assumption Agreements described above; (ii) the approval by the respective Board of Supervisors of each of the New Districts of the 2022 Supplemental Engineer's Report; and (iii) the approval by the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area of the 2022 Supplemental Assessment Report.

RESOLUTION NO. 2022-15

A RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 AUTHORIZING THE ISSUANCE OF ITS NOT EXCEEDING \$10,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2022-1 (COMMUNITY INFRASTRUCTURE), THE PROCEEDS OF WHICH WILL BE USED, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS OF THE ISSUER, TO PAY A PORTION OF THE COSTS OF THE 2022-1 CI PROJECT COMPRISING COMMUNITY INFRASTRUCTURE, PAY A PORTION OF THE INTEREST COMING DUE ON THE 2022-1 BONDS, FUND THE INITIAL 2022-1 RESERVE ACCOUNT REQUIREMENT FOR THE 2022-1 BONDS, AND PAY COSTS OF ISSUANCE OF THE 2022-1 BONDS; AUTHORIZING THE ISSUANCE OF ITS NOT EXCEEDING \$4,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2022-2 (COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE), THE PROCEEDS OF WHICH WILL BE USED, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS OF THE ISSUER, TO PAY A PORTION OF THE COSTS OF THE 2022-2 CI PROJECT COMPRISING COMMUNITY INFRASTRUCTURE, PAY A PORTION OF THE INTEREST COMING DUE ON THE 2022-2 BONDS, FUND THE INITIAL 2022-2 RESERVE ACCOUNT REQUIREMENT FOR THE 2022-2 BONDS, AND PAY COSTS OF ISSUANCE OF THE 2022-2 BONDS; APPROVING THE FORM OF AN EIGHTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE 2022 BONDS AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE 2022 BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE 2022 BONDS; PROVIDING FOR REDEMPTION OF THE 2022 BONDS; PROVIDING FOR THE NEGOTIATED SALE OF THE 2022 BONDS; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION, OF A BOND PURCHASE CONTRACT FOR THE 2022 BONDS; DELEGATING TO THE CHAIR OR VICE-CHAIR THE AUTHORITY TO AWARD THE 2022 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE 2022 BONDS AND THE PREPARATION OF A SUPPLEMENTAL ENGINEER'S REPORT AND PRELIMINARY AND FINAL ASSESSMENT METHODOLOGY REPORTS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE 2022 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT WITH RESPECT TO THE 2022 BONDS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR

SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the “Board”) of Southern Grove Community Development District No. 5 (the “Issuer” or “District No. 5”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (Ordinance No. 07-37 enacted by the governing body of the City of Port St. Lucie, Florida (the “City”) on April 9, 2007, as amended) and other applicable provisions of law (collectively, the “Act”). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Master Indenture, Eighth Supplemental Indenture or in the District Development Interlocal Agreement (as defined in the Eighth Supplemental Indenture), as applicable.

SECTION 2. FINDINGS.

A. The Issuer confirms its acceptance of the designation as the “Issuer” under the District Development Interlocal Agreement. The Issuer hereby acknowledges that District No. 1, as the current Administration District under the District Development Interlocal Agreement, will be responsible for all matters relating to the operation and maintenance of the 2022 CI Project (as defined in the Eighth Supplemental Indenture) and the levy, collection and enforcement of the 2022 CI Assessments, as contemplated by the District Development Interlocal Agreement.

B. The Issuer has entered into the Master Trust Indenture (the “Master Indenture”) dated December 17, 2014 with U.S. Bank National Association, as Trustee (the “Trustee”) to secure the issuance from time to time of its Bonds in one or more Series.

C. Pursuant to Resolution No. 2013-06 adopted by the Board on July 9, 2013 (the “Validation Resolution”), the Issuer has previously authorized the issuance, sale and delivery of not to exceed \$610,000,000 of its Bonds in one or more Series, inclusive of its own District Infrastructure Bonds (as defined in the District Development Interlocal Agreement) in an aggregate principal amount not exceeding \$43,050,000 in one or more Series, to be issued pursuant to the Master Indenture.

D. The District Development Interlocal Agreement and the Bonds, among other matters, were validated by final judgment of the Circuit Court in and for St. Lucie County, Florida on September 10, 2013.

E. The Issuer hereby determines that it is now necessary and desirable to issue its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”), the proceeds of which will be applied, together with other legally available funds of the Issuer, if any, to: (i) pay a portion of the Costs of the 2022-1 CI Project (hereinafter defined); (ii) pay interest on the 2022-1 Bonds through approximately November 1, 2023 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law and the Code; (iii) fund the initial

2022-1 Reserve Account Requirement for the 2022-1 Bonds; and (iv) pay costs of issuance of the 2022-1 Bonds.

F. The Issuer hereby determines that it is now necessary and desirable to issue its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and, together with the 2022-1 Bonds, the “2022 Bonds”), the proceeds of which will be applied, together with other legally available funds of the Issuer, if any, to: (i) pay a portion of the Costs of the 2022-2 CI Project (hereinafter defined); (ii) pay interest on the 2022-2 Bonds through approximately November 1, 2023 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law; (iii) fund the initial 2022-2 Reserve Account Requirement for the 2022-2 Bonds; and (iv) pay costs of issuance of the 2022-2 Bonds.

G. The Board of the Issuer and the respective Board of Supervisors of certain of the Other Districts have duly adopted resolutions (which are part of the “Assessment Proceedings,” as defined in the Eighth Supplemental Indenture), following public hearings conducted in accordance with the Act, where applicable, to establish and levy the Community Infrastructure Assessments as contemplated by the District Development Interlocal Agreement. As a condition to the issuance of the 2022 Bonds, the Board of the Issuer and the respective Board of Supervisors of the applicable Other Districts with jurisdiction over the District Lands to be subject to the 2022 CI Assessments will adopt one or more resolutions (which will be part of the Assessment Proceedings) specifically designating a portion of the Community Infrastructure Assessments as the 2022 CI Assessments to be collected with respect to certain assessable District Lands within the boundaries of the Issuer and such Other Districts (the “2022 Assessment Area”) and which benefit from the 2022 CI Project.

H. The 2022 Bonds will be payable from and secured by the 2022 CI Assessments to be collected with respect to certain assessable District Lands in the 2022 Assessment Area benefited by the 2022 CI Project, which, together with the 2022 Pledged Funds and Accounts, will comprise the 2022 Trust Estate, provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The 2022 Trust Estate shall constitute a "Series Trust Estate" as defined in the Master Indenture

I. It is anticipated that prior to the issuance of the 2022 Bonds, four new community development districts (Southern Grove Community Development District No. 7, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10) (collectively, the “New Districts”) will be established by the City pursuant to the CDD Act. These New Districts will have jurisdiction over a portion of the District Lands currently in the boundaries of the Issuer and a portion of the District Lands currently in the boundaries of Southern Grove Community Development District Nos. 1, 3, 4 and 6. Accordingly, contemporaneously with the establishment of the New Districts, the boundaries of the Issuer and the boundaries of Southern Grove Community Development District Nos. 1, 3, 4 and 6, respectively, will be contracted to exclude any District Lands included in the boundaries of the applicable New Districts. In connection with the foregoing, certain actions will

occur with respect to the 2022 Bonds and the 2022 CI Assessments, as further described in Section 4(h) hereof.

J. Due to the present volatility of the market for tax-exempt obligations such as the 2022 Bonds and the complexity of the transactions relating to the 2022 Bonds, it is in the best interests of the Issuer to sell the 2022 Bonds by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Issuer to enter the market at the most advantageous time and to obtain the best possible price and interest rate for the 2022 Bonds.

K. The Issuer now desires to authorize the issuance of the 2022 Bonds and the application of the proceeds of the 2022 Bonds and to approve various instruments in connection therewith, including the Eighth Supplemental Indenture.

SECTION 3. RATIFICATION OF MASTER INDENTURE; AUTHORIZATION OF 2022 CI PROJECT.

(a) The Master Indenture is hereby ratified and confirmed.

(b) For purposes hereof, the terms “2022-1 CI Project” and the “2022-2 CI Project” shall have the meanings ascribed thereto in the Eighth Supplemental Indenture. The 2022-1 CI Project and the 2022-2 CI Project are each hereby authorized and approved as a Series Project relating to Community Infrastructure within the meaning of the Master Indenture.

SECTION 4. AUTHORIZATION OF 2022 BONDS; APPROVAL OF EIGHTH SUPPLEMENTAL INDENTURE.

(a) Subject to the provisions of Section 7 hereof, the Issuer hereby authorizes the issuance of the 2022-1 Bonds in the aggregate principal amount of not exceeding \$10,000,000 to be known as the “Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)” for the purpose of providing funds, which together with other legally available funds of the Issuer, if any, will be applied to: (i) pay a portion of the Costs of the 2022-1 CI Project; (ii) pay interest on the 2022-1 Bonds through approximately November 1, 2023 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law and the Code; (iii) fund the initial 2022-1 Reserve Account Requirement for the 2022-1 Bonds; and (iv) pay costs of issuance of the 2022-1 Bonds.

(b) Subject to the provisions of Section 7 hereof, the Issuer hereby authorizes the issuance of the 2022-2 Bonds in the aggregate principal amount of not exceeding \$4,000,000 to be known as the “Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable)” for the purpose of providing funds, which together with other legally available funds of the Issuer, if any, will be applied to: (i) pay a portion of the Costs of the 2022-2 CI Project; (ii) pay interest on the 2022-2 Bonds through approximately November 1, 2023 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law; (iii) fund the initial 2022-2 Reserve Account Requirement for the 2022-2 Bonds; and (iv) pay costs of issuance of the 2022 Bonds.

(c) Prior to or contemporaneously with the issuance and delivery of the 2022 Bonds, the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Trustee, shall enter into the Eighth Supplemental Trust Indenture supplementing the Master Indenture (the “Eighth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”). The Eighth Supplemental Indenture shall be in substantially the form attached hereto as Exhibit A, with such insertions, modifications and changes as may be approved by the Chair (the “Chair”) or the Vice-Chair (the “Vice-Chair”) of the Board. Upon such approval, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary (the “Secretary”) or any Assistant Secretary (each, an “Assistant Secretary”) of the Board is hereby authorized and directed to attest, the Eighth Supplemental Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the Eighth Supplemental Indenture from the form thereof presented to the Board.

(d) Prior to the issuance of the 2022 Bonds, the Issuer shall comply with the conditions precedent to the issuance of the 2022 Bonds set forth in Section 3.01 of the Master Indenture. The 2022 Bonds shall be substantially in the respective forms attached as an exhibit to the Eighth Supplemental Indenture and shall be executed on behalf of the Issuer in the manner provided in the Indenture. Upon satisfaction of the conditions precedent to the issuance of the 2022 Bonds set forth herein and in the Indenture, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the 2022 Bonds and to deliver the 2022 Bonds as provided in the Indenture.

(e) U.S. Bank Trust Company, National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Indenture with respect to the 2022 Bonds.

(f) The 2022 Bonds shall be issued in fully registered form, without coupons. The 2022 Bonds will be dated as of their date of issuance or such other date as is set forth in the Eighth Supplemental Indenture and will be issued in the Authorized Denominations as set forth in the Eighth Supplemental Indenture. The 2022 Bonds will bear interest payable semi-annually on November 1 and May 1 of each year, commencing May 1, 2023 or such other date as may be set forth in the Eighth Supplemental Indenture.

(g) A book-entry only system of registration is hereby authorized for the 2022 Bonds and shall be provided for in the Eighth Supplemental Indenture. So long as the Issuer shall maintain a book-entry-only system with respect to the 2022 Bonds, the following provisions shall apply:

The 2022 Bonds shall initially be issued in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act as securities depository for the 2022 Bonds and so long as the 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and of the Indenture. On original issue, the 2022 Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the beneficial ownership interests of its participants (“DTC Participants”), and other institutions who clear through or maintain a custodial relationship with DTC Participants (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the 2022 Bonds (“Beneficial Owners”).

Principal and interest prior to and at maturity shall be payable directly to Cede & Co., as the registered owner of the 2022 Bonds. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments to Indirect Participants shall be the responsibility of DTC Participants, and payments by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee, the Bond Registrar, the Paying Agent or the Issuer.

The 2022 Bonds of each Series shall initially be issued in the form of one fully registered Bond for each maturity. Individuals may purchase beneficial interests in the amount of \$5,000 or integral multiples thereof in book-entry-only form, without certificated 2022 Bonds, through the DTC Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE 2022 BONDS, ANY NOTICE TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICE TO DTC PARTICIPANTS AND DTC PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO INDIRECT PARTICIPANTS, AND DTC PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICE TO BENEFICIAL OWNERS.

The Issuer has entered into a customary letter of representations with DTC providing for such a book-entry-only system (the "DTC Agreement"). The Chair or Vice-Chair is hereby authorized and directed to execute the DTC Agreement. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository or discontinue such book-entry-only system. If the Issuer does not replace DTC, the Bond Registrar will register and deliver to the Beneficial Owners replacement 2022 Bonds in the form of fully registered 2022 Bonds in denominations of \$5,000 or integral multiples thereof, in accordance with instructions from Cede & Co.

Neither the Issuer, nor the Bond Registrar have any responsibility or obligations to the DTC Participants, Indirect Participants or the Beneficial Owners with respect to: (a) the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant; (b) the payment by DTC or any DTC Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the 2022 Bonds; (c) the delivery or timeliness of delivery by DTC or any DTC Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Bondholders; (d) the selection of the Beneficial Owners to receive payments in the event of any partial redemption of the 2022 Bonds; or (e) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholder.

(h) The Chair and the District Manager are each hereby authorized to request the appropriate authorized officers of each of the current Other Districts to execute a joinder to the Eighth Supplemental Indenture. If the New Districts are established prior to the issuance of the 2022 Bonds, it shall be a condition to the issuance of the 2022 Bonds that: (i) the respective Board of Supervisors of each of the New Districts cause their respective appropriate authorized officers to execute a joinder to the Eighth Supplemental Indenture, the District Development Interlocal Agreement and the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended, among the Issuer and the other parties named therein;

(ii) the respective Board of Supervisors of each of the New Districts approve the 2022 Supplemental Engineer's Report; (iii) the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area approve the supplemental assessment methodology report relating to the 2022 CI Assessments (the "2022 Supplemental Assessment Report"); and (iv) the Assignment and Assumption Agreements relating to the 2022 CI Assessments are executed and delivered.

The form of the Eighth Supplemental Indenture attached hereto assumes that the New Districts are established prior to the date of issuance of the 2022 Bonds.

However, if the New Districts are not established prior to the issuance of the 2022 Bonds, prior to its execution and delivery, the form of the Eighth Supplemental Indenture will be modified to reflect the same. Such modification will include the Issuer's covenant to use its best efforts to cause the following to occur as soon as practicable following the establishment of the New Districts: (i) the execution and delivery by the appropriate authorized officers of each of the New Districts of the joinders and Assignment and Assumption Agreements referenced above; (ii) the approval by the respective Board of Supervisors of each of the New Districts of the 2022 Supplemental Engineer's Report; and (iii) the approval by the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area of the 2022 Supplemental Assessment Report.

SECTION 5. REDEMPTION PROVISIONS. Subject to the provisions of Section 7 hereof, the 2022 Bonds shall be subject to such optional redemption, mandatory redemption and/or extraordinary redemption provisions as shall be provided in the Eighth Supplemental Indenture. The 2022 Bonds may be issued, all or in part, as Serial Bonds and/or Term Bonds and the amounts, if any, required to be deposited in each year to the 2022-1 Sinking Fund Account established under the Eighth Supplemental Indenture in respect of 2022-1 Term Bonds shall constitute the Amortization Installments for such 2022-1 Term Bonds and the amounts, if any, required to be deposited in each year to the 2022-2 Sinking Fund Account established under the Eighth Supplemental Indenture in respect of 2022-2 Term Bonds shall constitute the Amortization Installments for such 2022-2 Term Bonds.

SECTION 6. APPLICATION OF THE PROCEEDS OF THE 2022 BONDS. The proceeds derived from the sale of the 2022 Bonds shall be applied by the Issuer simultaneously with the delivery of the 2022 Bonds for the purposes stated in, and in a manner consistent with the Eighth Supplemental Indenture. The specific amounts to be deposited in the accounts and subaccounts securing the 2022 Bonds under the Indenture shall be as set forth in the Eighth Supplemental Indenture and/or the Authorized Representative's Certificate.

SECTION 7. SALE OF THE 2022 BONDS. The 2022 Bonds shall be sold to MBS Capital Markets, LLC, as the underwriter (the "Underwriter"), upon the terms and conditions set forth in the Bond Purchase Contract attached hereto as Exhibit B (the "Bond Purchase Contract"). Said Bond Purchase Contract, substantially in the form attached hereto, is hereby approved, with such insertions, modifications and changes as may be approved by the Chair or Vice-Chair. Upon such approval, the Chair or Vice-Chair is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Bond Purchase Contract and to accept the disclosure and truth-in-bonding statement to be provided by the

Underwriter pursuant to Section 218.385, Florida Statutes; provided, however that the terms of such Bond Purchase Contract must provide that (i) the aggregate principal amount of the 2022-1 Bonds shall not exceed \$10,000,000 and the aggregate principal amount of the 2022-2 Bonds shall not exceed \$4,000,000; (ii) the final maturity of the 2022-1 Bonds and the 2022-2 Bonds, respectively, shall not be later than May 1, 2050; (iii) the per annum interest rate or rates on the 2022-1 Bonds and the 2022-2 Bonds, respectively, shall not exceed the maximum rate per annum permitted by applicable law; (iv) the 2022-1 Bonds shall be subject to optional redemption no later than May 1, 2035, at a redemption price not greater than 100% of the principal amount of the 2022-1 Bonds to be redeemed; (v) the 2022-2 Bonds may either be subject to optional redemption no later than May 1, 2035 at a redemption price not greater than 100% of the principal amount of the 2022-2 Bonds to be redeemed or not subject to optional redemption prior to maturity, such determination to be set forth in the Eighth Supplemental Indenture; (vi) the price (exclusive of original issue discount and original issue premium) at which the 2022 Bonds shall be sold to the Underwriter shall not be less than 98% of the amount for which the 2022 Bonds are initially offered to the public as reflected in the Limited Offering Memorandum referred to in Section 8 hereof; and (vii) unless the 2022 Bonds have an investment grade rating from S&P Global Ratings, Fitch Ratings and/or Moody's Investor Services, Inc., the 2022 Bonds shall only be sold by the Underwriter to accredited investors within the meaning of the rules of the Florida Department of Financial Services. The execution and delivery of the Bond Purchase Contract by the Chair or Vice-Chair shall constitute conclusive evidence of the approval by the Issuer thereof.

SECTION 8. PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM AND RELATED MATTERS. The Preliminary Limited Offering Memorandum relating to the 2022 Bonds, in substantially the form submitted at this meeting and attached hereto as Exhibit C, is hereby approved with respect to the information therein contained. The printing, distribution and use of the Preliminary Limited Offering Memorandum in connection with the public offering for sale of the 2022 Bonds is hereby authorized. The execution by the Chair or Vice-Chair of a certificate deeming the Preliminary Limited Offering Memorandum final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, is hereby authorized. The Chair or Vice-Chair is hereby authorized to have prepared and to execute a final Limited Offering Memorandum to be dated the date of execution of the Bond Purchase Contract, and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2022 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as necessary to conform the details of the 2022 Bonds and the requirements of the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Vice-Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice-Chair shall constitute conclusive evidence of the approval thereof. The Issuer hereby authorizes the Limited Offering Memorandum and the information contained therein to be used in connection with the offering and sale of the 2022 Bonds. The preparation, and use, of the 2022 Supplemental Engineer's Report as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is hereby authorized. The preparation by Special District Services, Inc., as the District's assessment consultant, of a preliminary 2022 Supplemental Assessment Report reflecting the estimated details of the 2022 Bonds and of a final 2022 Supplemental Assessment Report reflecting the final details of the 2022 Bonds is hereby authorized, and the use of such reports, as applicable, as an appendix to the Preliminary Limited Offering Memorandum and Limited Offering Memorandum is hereby authorized.

SECTION 9. CONTINUING DISCLOSURE. The Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit D, is hereby approved with such insertions, modifications and deletions as may be approved by the Chair or Vice-Chair. Special District Services, Inc. is hereby approved to serve as the initial Dissemination Agent thereunder. The Chair or Vice-Chair is hereby authorized to execute, and the Secretary or any Assistant Secretary is authorized and directed to attest, the Continuing Disclosure Agreement. The execution and delivery of the Continuing Disclosure Agreement by the Chair or Vice-Chair shall constitute conclusive evidence of the approval thereof.

SECTION 10. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board, the Issuer's District Counsel, Bond Counsel, District Manager, Consulting Engineers, and special assessment consultant and other authorized officers of the Issuer are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Issuer that are necessary or desirable in connection with the 2022 CI Project, the Indenture, the 2022 Bonds, the Bond Purchase Contract, the Continuing Disclosure Agreement, or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture, and all such actions heretofore taken are hereby ratified and approved.

SECTION 11. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Issuer in conflict herewith are, to the extent of such conflict, superseded and repealed

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

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Southern Grove Community Development District No. 5 this 2nd day of November, 2022.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Chair

ATTEST:

District Secretary

EXHIBIT A
FORM OF EIGHTH SUPPLEMENTAL INDENTURE

EIGHTH SUPPLEMENTAL TRUST INDENTURE

between

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
As Trustee**

Dated as of December 1, 2022

relating to

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2022-1
(COMMUNITY INFRASTRUCTURE)
and
SPECIAL ASSESSMENT BONDS, SERIES 2022-2
(COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE)**

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

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EIGHTH SUPPLEMENTAL TRUST INDENTURE

THIS EIGHTH SUPPLEMENTAL TRUST INDENTURE (the “Eighth Supplemental Indenture”) dated as of December 1, 2022, is entered into by and between **SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5** (the “Issuer”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as Trustee (the “Trustee”), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office and post office address located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida, 33309, Attention Corporate Trust Department, and joined in by the parties executing a joinder hereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the hereinafter defined Master Indenture or in the hereinafter defined District Development Interlocal Agreement.

WHEREAS, pursuant to the District Development Interlocal Agreement, the Issuer is currently serving as the “Issuer” within the meaning of the District Development Interlocal Agreement and Southern Grove Community Development District No. 1 is currently serving as the “Administration District” within the meaning of the District Development Interlocal Agreement; and

WHEREAS, pursuant to Resolution Nos. 2013-06 adopted by the Board and the respective Board of Supervisors of certain of the Other Districts on July 9, 2013 (the “Validation Resolution”), the Issuer has previously authorized the issuance, sale and delivery of not to exceed \$610,000,000 of its Bonds in one or more Series, inclusive of its own District Infrastructure Bonds (as defined in the District Development Interlocal Agreement), which were authorized to be issued in one or more Series in an aggregate principal amount not exceeding \$43,050,000, all as authorized under the Master Indenture; and

WHEREAS, the Issuer has entered into the Master Indenture with the Trustee to secure the issuance from time to time of its Bonds in one or more Series; and

WHEREAS, the District Development Interlocal Agreement and the Bonds were validated by final judgment of the Circuit Court in and for St. Lucie County, Florida on September 10, 2013, from which the time for taking an appeal has expired; and

WHEREAS, pursuant to the Validation Resolution, Resolution No. 2022-15 of the Issuer adopted on November 2, 2022 (the “Award Resolution”), and the authority delegated to it pursuant to the District Development Interlocal Agreement, the Issuer has determined that it is in the best interests of the Issuer to authorize the issuance, sale and delivery of its not to exceed \$10,000,000 in aggregate principal amount of its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) as a Series of Tax Exempt Bonds contemplated by the Master Indenture and its not to exceed \$4,000,000 in aggregate principal amount of its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) as a Series of Taxable Bonds contemplated by the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Eighth Supplemental Indenture to secure the issuance of the 2022 Bonds (hereinafter defined) and to set forth the terms of the 2022 Bonds; and

WHEREAS, the Issuer will issue its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) in the aggregate principal of \$[_____] (the “2022-1 Bonds”) and apply the proceeds of the 2022-1 Bonds, together with other legally available funds of the Issuer, to: (i) pay a portion of the Costs of the 2022-1 CI Project; (ii) pay interest coming due on the 2022-1 Bonds through November 1, 2023; (iii) make a deposit into the 2022-1 Reserve Account in an amount equal to the initial 2022-1 Reserve Account Requirement; and (iv) pay certain costs associated with the issuance of the 2022-1 Bonds; and

WHEREAS, the Issuer will issue its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) in the aggregate principal of \$[_____] (the “2022-2 Bonds”) and, together with the 2022-1 Bonds, the “2022 Bonds”) and apply the proceeds of the 2022-2 Bonds, together with other legally available funds of the Issuer, to: (i) pay a portion of the Costs of the 2022-2 CI Project; (ii) pay interest coming due on the 2022-2 Bonds through November 1, 2023; (iii) make a deposit into the 2022-2 Reserve Account in an amount equal to the initial 2022-2 Reserve Account Requirement; and (iv) pay certain costs associated with the issuance of the 2022-2 Bonds; and

WHEREAS, the Board of the Issuer and the respective Board of Supervisors of certain of the Other Districts have duly adopted resolutions (which are part of the “Assessment Proceedings,” as defined herein), following public hearings conducted in accordance with the Act, where applicable, to establish and levy the Community Infrastructure Assessments as contemplated by the District Development Interlocal Agreement. In addition, the Board of the Issuer and the respective Board of Supervisors of certain of the Other Districts have entered into written assignment and assumption agreements, including the Assignment and Assumption Agreements, to provide for the continued collection of such Community Infrastructure Assessments levied on the District Lands previously in the boundaries of the applicable assigning District and now within the boundaries of the applicable assignee District; and

WHEREAS, the Board of the Issuer and the respective Board of Supervisors of Southern Grove Community Development District No. 2 (“District No. 2”), Southern Grove Community Development District No. 3 (“District No. 3”), Southern Grove Community Development District No. 4 (“District No. 4”), Southern Grove Community Development District No. 8 (“District No. 8”), Southern Grove Community Development District No. 8 (“District No. 9”) and Southern Grove Community Development District No. 10 (“District No. 10”) additionally adopted a joint resolution (which is part of the Assessment Proceedings) specifically designating a portion of the Community Infrastructure Assessments as the 2022 CI Assessments to be collected with respect to certain assessable District Lands within a portion of the boundaries of the Issuer and a portion of the boundaries of each of District No. 2, District No. 3, District No. 4., District No. 8, District No. 9 and District No. 10 (the “2022 Assessment Area”) and which specially benefit from the 2022 CI Project; and

WHEREAS, the 2022 Bonds will be payable from and secured by the 2022 CI Assessments imposed, levied and collected by the Issuer with respect to assessable property benefited by the 2022 CI Project and comprising the 2022 Assessment Area from time to time, which, together with the 2022 Pledged Funds and Accounts, will comprise the 2022 Trust Estate, which shall constitute a “Series Trust Estate” as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the 2022 Bonds and of this Eighth Supplemental Indenture have been duly authorized by the Issuer and all things necessary to make the 2022 Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Eighth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2022 Trust Estate have been done subject to the provisions set forth below with respect to portions of the 2022 Trust Estate which are held solely for the 2022-1 Bonds or the 2022-2 Bonds, as applicable;

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

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of and interest on, the 2022 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the Issuer of all the covenants, expressed or implied in the Master Indenture, in this Eighth Supplemental Indenture and in the 2022 Bonds: (a) has executed and delivered this Eighth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the Issuer, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, and, with respect to the 2022 Bonds only, the revenues derived by the Issuer from the 2022 CI Assessments (the "2022 Pledged Revenues," as more fully defined herein) and the 2022 Pledged Funds and Accounts (hereinafter defined) established hereby, which shall comprise a part of the 2022 Trust Estate (hereinafter defined) securing the 2022 Bonds, provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds;

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

IN TRUST NEVERTHELESS, except as may otherwise be provided herein with respect to the 2022 Bonds, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the 2022 Bonds issued or to be issued under and secured by this Eighth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one 2022 Bond over any other 2022 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the 2022 Bonds or any 2022 Bond of a particular maturity issued, secured and Outstanding under this Eighth Supplemental Indenture, and the interest due or to become due thereon, at the times and in the manner mentioned in the 2022 Bonds and this Eighth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Eighth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Eighth Supplemental Indenture, then upon such final payments, this Eighth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all 2022 Bonds or any 2022 Bond of a particular maturity, otherwise this Eighth Supplemental Indenture shall remain in full force and effect;

THIS EIGHTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that the 2022 Bonds issued and secured hereunder is to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Eighth Supplemental Indenture), including this Eighth Supplemental Indenture, expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the 2022 Bonds, as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture or the District Development Interlocal Agreement are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Assessment Proceedings” shall mean the proceedings of the Issuer and the applicable Other Districts with respect to the establishment, levy and collection of the Community Infrastructure Assessments, including, but not limited to, Resolution Nos. 2013-02 and 2013-03 adopted by the Board and the respective Board of Supervisors of certain of the Other Districts on February 21, 2013, Resolution Nos. 2013-07 adopted by the Board and the respective Board of Supervisors of certain of the Other Districts on July 9, 2013 and any supplemental proceedings undertaken by the Issuer and/or the applicable Other Districts with respect to the 2022 CI Assessments, including, but not limited to, Resolution Nos. 2019-12, 2019-13 and 2019-15 adopted by the Board of the Issuer on August 1, 2019, August 1, 2019 and September 13, 2019, joint Resolution Nos. 2019-14 and 2020-8 adopted by the respective Board of Supervisors of certain of the Other Districts on August 1, 2019 and joint Resolution No. 2022- [] adopted by the Board of the Issuer and the respective Board of Supervisors of District No. 2, District No. 3, District No. 4, District No. 8, District No. 9 and

District No. 10 on December 7, 2022, and shall include the Assessment Report and the Engineer's Report and the Assignment and Assumption Agreements.

"Assessment Report" shall mean, collectively, the Amended and Restated Master Assessment Methodology Report for Public Infrastructure dated July 9, 2013, as supplemented by the Supplemental Assessment Methodology Report for Public Infrastructure dated July 8, 2014, as further supplemented by the Second Supplemental Assessment Report for Public Infrastructure dated December 9, 2014, each prepared by Fishkind & Associates, Inc., as further supplemented and amended by the Third Supplemental Assessment Methodology for Public Infrastructure dated August 1, 2010, as supplemented, including by the Seventh Supplemental Assessment Methodology for 2022 Bonds dated November [___], 2022 prepared by Special District Services, Inc., as same may be amended from time to time in connection with the 2022 CI Assessments.

"Assignment and Assumption Agreements" shall mean, collectively, with respect to the 2022 Assessment Area, the written agreements providing for (i) the assignment by the Issuer, District No. 3, District No. 4, District No. 5, and/or District No. 6, as applicable, to District No. 3, District No. 8, District No. 9 and/or District No. 10, as applicable, of the obligation to collect, and remit to the Trustee, the 2022 CI Assessments (and certain other Community Infrastructure Assessments) levied on the District Lands previously in the boundaries of the applicable assigning District and now within the boundaries of the applicable assignee District and (ii) the assumption by the applicable assignee District of such authority and obligation.

"Award Resolution" shall mean Resolution No. 2022-15 adopted by the Board on November 2, 2022.

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

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds 2022 Bonds as securities depository.

"Bond Resolution" shall mean, collectively, the Validation Resolution and the Award Resolution.

"Community Operation and Maintenance Assessments" shall mean the Community O&M Infrastructure Maintenance Assessments within the meaning of the District Development Interlocal Agreement, consisting of non-ad valorem special assessments levied by the Issuer and the Other Districts within their respective boundaries on assessable property within their respective boundaries for the operation and maintenance of Community Infrastructure and collected by the Administration District, all in accordance with the District Development Interlocal Agreement and other applicable law.

"Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement dated December [___], 2022 and executed by the Issuer and the other parties named therein in connection with the 2022 Bonds.

"Date of Completion" shall have the meaning ascribed thereto in the Master Indenture and shall additionally mean, with respect to the 2022-1 CI Project and the 2022-2 CI Project, as

applicable, notwithstanding anything to the contrary in the Master Indenture, the date on which all of the proceeds of the 2022-1 Bonds on deposit in the 2022-1 Acquisition and Construction Subaccount and/or the 2022-2 Acquisition and Construction Subaccount, as applicable, and investment earnings thereon, have been fully disbursed therefrom.

“Delinquent Assessment Interest” shall mean 2022 CI Assessment Interest deposited by the Issuer with the Trustee on or after May 1 of the year in which such 2022 CI Assessment Interest has, or would have, become delinquent under State law or the Assessment Proceedings applicable thereto, and, in the case of 2022 CI Assessment Interest that is billed directly by the Issuer, any installment of 2022 CI Assessment Interest that is not paid by the applicable Interest Payment Date with respect to which it has been billed.

“Delinquent Assessment Principal” shall mean 2022 CI Assessment Principal deposited by the Issuer with the Trustee on or after May 1 of the year in which such 2022 CI Assessment Principal has, or would have, become delinquent under State law or the Assessment Proceedings applicable thereto and, in the case of 2022 CI Assessment Principal that is billed directly by the Issuer, any installment of 2022 CI Assessment Principal that is not paid by the applicable Interest Payment Date with respect to which it has been billed.

“Delinquent Assessments” shall mean, collectively, Delinquent Assessment Interest and Delinquent Assessment Principal.

“District Development Interlocal Agreement” shall have the meaning ascribed thereto in the Master Indenture, as such agreement has been amended by that certain First Amendment dated November 15, 2019, among the Issuer and the Other Districts.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Engineer’s Report” shall mean, collectively, the Second Amended and Restated Master Engineer’s Report dated July 9, 2013, as supplemented by reports dated July 8, 2014, December 9, 2014 and August 1, 2019, as supplemented and amended, each prepared by Arcadis U.S., Inc., as supplemented and amended from time to time, including by the Supplemental Engineer’s Report.

“Indenture” shall mean, collectively, the Master Indenture and this Eighth Supplemental Indenture, as same may be amended from time to time.

“Interest Payment Date” shall mean each November 1 and May 1, commencing May 1, 2023.

“Master Indenture” shall mean the Master Trust Indenture dated December 17, 2014 between the Issuer and the Trustee, as same may be amended from time to time in compliance herewith.

“Majority Owners” shall mean, notwithstanding anything to the contrary in the Master Indenture, the Beneficial Owners of more than fifty percent (50%) of the Outstanding principal amount of the 2022 Bonds.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Eighth Supplemental Indenture.

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

"Substantially Absorbed" shall mean the date when at least ninety percent (90%) of the principal portion of the 2022 CI Assessments have been assigned to properties within the 2022 Assessment Area in accordance with the Assessment Proceedings and such properties have received a certificate of occupancy.

"Supplemental Engineer's Report" shall mean the "Supplement to the Master Engineer's Report as Supplemented by Reports Dated July 8, 2014, December 9, 2014 and August 1, 2019 Regarding 2014 CI Project" dated October 16, 2019 prepared for the Districts by Arcadis U.S., Inc., as supplemented by the 2022 Supplemental Engineer's Report.

"TIM Project" shall mean the portion of the Community Infrastructure described in the 2022 Supplemental Engineer's Report consisting of autonomous vehicles providing mass transit and any allocable portion of the pathways on which such vehicles travel.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of non-ad valorem assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and any amendments thereto, and any successor statutes thereto.

"Validation Resolution" shall mean Resolution Nos. 2013-06 adopted by the Board and the respective Board of Supervisors of certain of the Other Districts on July 9, 2013.

"2022 Assessment Area" shall mean the area referenced in joint Resolution No. 2022-[] adopted on December 7, 2022 by the Issuer, District No. 2, District No. 3, District No. 4, District No. 8, District No. 9 and District No. 10 as part of the Assessment Proceedings, as same may be amended from time to time in connection with the 2022 CI Assessments, which is comprised of a portion of the assessable District Lands in the boundaries of the Issuer, District No. 2, District No. 3, District No. 4, District No. 8, District No. 9 and District No. 10, respectively, benefitted by the 2022 CI Project and subject to the 2022 CI Assessments from time to time pursuant to the Assessment Proceedings and as more fully described in the Seventh Supplemental Assessment Methodology for 2022 Bonds dated November [], 2022 prepared by Special District Services, Inc., as same may be amended from time to time in connection with the 2022 CI Assessments.

"2022 CI Assessment Interest" shall mean, collectively, the 2022-1 CI Assessment Interest and the 2022-2 CI Assessment Interest.

"2022 CI Assessment Principal" shall mean, collectively, the 2022-1 CI Assessment Principal and the 2022-2 CI Assessment Principal.

"2022 CI Project" shall mean, collectively, the 2022-1 CI Project and the 2022-2 CI Project.

"2022 Investment Securities" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

- (i) Government Obligations;
- (ii) commercial paper rated in the top two rating category by both Moody's and S&P at the time of purchase;
- (iii) municipal securities issued by any state or commonwealth of the United States or political subdivision thereof or constituted authority thereof including, but not limited to, municipal corporations, school districts and other special districts, the interest on which is exempt from federal income taxation under Section 103 of the Code and rated A- or higher by Moody's, Fitch or S&P at the time of purchase;
- (iv) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and obligations of any of the following agencies: Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Bank; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;
- (v) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are, at the time of purchase, rated "A-" or "Aa-" or better by at least two (2) of the following rating agencies: Moody's, S&P or Fitch;
- (vi) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and
- (vii) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P.

The direction of the Issuer to invest in any investment constitutes a representation upon which the Trustee may conclusively rely that such investment is permitted hereunder and is permitted under applicable law.

"2022 Pledged Funds and Accounts" shall mean the Funds and Accounts (except for the 2022-1 Rebate Account) established hereby.

"2022 CI Assessment Revenues" shall mean, collectively, the 2022-1 CI Assessment Revenues and the 2022-2 CI Assessment Revenues.

“2022 CI Pledged Revenues” shall mean, collectively, the 2022-1 CI Pledged Revenues and the 2022-2 Pledged Revenues.

“2022 Prepayment Principal” shall mean, collectively, the 2022-1 Prepayment Principal and the 2022-2 Prepayment Principal.

“2022 Supplemental Engineer’s Report” shall mean the “Supplemental Engineer’s Report 2022 Bonds” dated November 2, 2022 prepared by Culpepper & Terpening, Inc., as amended and supplemented from time to time.

“2022 Trust Estate” shall mean, collectively, the 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds.

“2022-1 CI Assessment Interest” shall mean the interest on the 2022-1 CI Assessments which is pledged to the 2022-1 Bonds.

“2022-1 CI Assessment Principal” shall mean the amount of 2022-1 CI Assessments received by the Issuer which is used to pay the principal of, and Amortization Installments on, the 2022-1 Bonds, other than applicable Delinquent Assessment Principal and 2022-1 Prepayment Principal.

“2022-1 CI Assessment Revenues” or “2022-1 Pledged Revenues” shall mean all revenues derived by the Issuer from the 2022-1 CI Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the Issuer in excess of the rate of interest on the 2022-1 Bonds.

“2022-1 CI Assessments” shall mean the portion of the Community Infrastructure Assessments levied and to be collected in connection with the 2022 CI Project and the 2022-1 Bonds pursuant to the Assessment Proceedings with respect to the assessable District Lands in the 2022 Assessment Area from time to time, and which correspond to the debt service on the 2022-1 Bonds.

“2022-1 CI Project” shall mean public infrastructure improvements, facilities and vehicles comprising Community Infrastructure, more fully described in the 2022 Supplemental Engineer’s Report, and which may also include other components of Community Infrastructure described in the 2022 Supplemental Engineer’s Report and, subject to the provisions of Section 403(b) hereof relating to obtaining an opinion of Bond Counsel, other components of Community Infrastructure described in a future supplement to the Engineer’s Report and shall in all circumstances exclude the TIM Project.

“2022-1 Prepayment Principal” shall mean the excess amount of 2022-1 CI Assessment Principal received by the Issuer over the 2022-1 CI Assessment Principal included within an Assessment appearing on any outstanding and unpaid bill, whether or not mandated to be prepaid in

accordance with the Assessment Proceedings, which shall be identified by the Issuer to the Trustee as such in writing upon deposit. Anything herein or in the Master Indenture to the contrary notwithstanding, the term 2022-1 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the Issuer or the 2022-2 Prepayment Principal.

“2022-1 Reserve Account Requirement” shall mean an amount equal to 50% of the Maximum Annual Debt Service Requirement for the Outstanding 2022-1 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculation, notwithstanding anything to the contrary in the Master Indenture or herein, the determination of the “Outstanding 2022-1 Bonds” shall take into account any redemptions of 2022-1 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Upon the initial issuance of the 2022-1 Bonds, the 2022-1 Reserve Account Requirement is \$[_____], which does not exceed the lesser of (a) 125% of the average annual Debt Service for all Outstanding 2022-1 Bonds calculated as of the date of original issuance thereof or (b) 10% of the proceeds of the 2022-1 Bonds calculated as of the date of original issuance thereof. The calculation and recalculation of the 2022-1 Reserve Account Requirement shall be at the times set forth in Section 4.05 hereof.

“2022-2 CI Assessment Interest” shall mean the interest on the 2022-2 CI Assessments which is pledged to the 2022-2 Bonds.

“2022-2 CI Assessment Principal” shall mean the amount of 2022-2 CI Assessments received by the Issuer which is used to pay the principal of, and Amortization Installments on, the 2022-2 Bonds, other than applicable Delinquent Assessment Principal and 2022-1 Prepayment Principal.

“2022-2 CI Assessment Revenues” or “2022-2 Pledged Revenues” shall mean all revenues derived by the Issuer from the 2022-2 CI Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the Issuer in excess of the rate of interest on the 2022-2 Bonds.

“2022-2 CI Assessments” shall mean the portion of the Community Infrastructure Assessments levied and to be collected in connection with the 2022 CI Project and the 2022-2 Bonds pursuant to the Assessment Proceedings with respect to the assessable District Lands in the 2022 Assessment Area from time to time, and which correspond to the debt service on the 2022-2 Bonds.

“2022-2 CI Project” shall mean the TIM Project and may also include other components of Community Infrastructure described in the 2022 Supplemental Engineer’s Report and, subject to the provisions of Section 403(b) hereof relating to review by Bond Counsel or general counsel to the Issuer, other components of Community Infrastructure described in a future supplement to the Engineer’s Report.

“2022-2 Prepayment Principal” shall mean the excess amount of 2022-2 CI Assessment Principal received by the Issuer over the 2022-2 CI Assessment Principal included within an Assessment appearing on any outstanding and unpaid bill, whether or not mandated to be prepaid in accordance with the Assessment Proceedings, which shall be identified by the Issuer to the Trustee as such in writing upon deposit. Anything herein or in the Master Indenture to the contrary notwithstanding, the term 2022-2 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the Issuer or the 2022-1 Prepayment Principal.

"2022-2 Reserve Account Requirement" shall mean an amount equal to 50% of the Maximum Annual Debt Service Requirement for the Outstanding 2022-2 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculation, notwithstanding anything to the contrary in the Master Indenture or herein, the determination of the "Outstanding 2022-2 Bonds" shall take into account any redemptions of 2022-2 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Upon the initial issuance of the 2022-2 Bonds, the 2022-2 Reserve Account Requirement is \$[_____]. The calculation and recalculation of the 2022-2 Reserve Account Requirement shall be at the times set forth in Section 4.05 hereof.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF 2022 BONDS

SECTION 2.01. Authorization of 2022 Bonds; Book-Entry Only Form. The 2022-1 Bonds are hereby authorized to be issued in one Series of Tax Exempt Bonds in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto to be designated "Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure)." The 2022-1 Bonds shall be substantially in the form set forth as Exhibit A to this Eighth Supplemental Indenture. Each 2022-1 Bond shall bear the designation "2022-1R" and shall be numbered consecutively from 1 upwards.

The 2022-2 Bonds are hereby authorized to be issued in one Series of Taxable Bonds in the aggregate principal amount of \$[_____] for the purposes enumerated in the recitals hereto to be designated "Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable)." The 2022-2 Bonds shall be substantially in the form set forth as Exhibit A to this Eighth Supplemental Indenture. Each 2022-2 Bond shall bear the designation "2022-2R" and shall be numbered consecutively from 1 upwards.

The 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered 2022 Bond for each maturity thereof. Upon initial issuance, the ownership of each such 2022 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding 2022 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to 2022 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Registrar, of any notice with respect to the 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2022 Bonds. The Issuer, the

Trustee, the Registrar and the Paying Agent may treat and consider the person in whose name each 2022 Bond is registered in the registration books kept by the Registrar as the absolute owner of such 2022 Bond for the purpose of payment of principal, premium and interest with respect to such 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2022 Bond, for the purpose of registering transfers with respect to such 2022 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2022 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Registrar, shall receive a certificated 2022 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Eighth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding 2022 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the beneficial owners of the 2022 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found upon reasonable and customary terms, the 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2022 Bonds shall designate, in accordance with the provisions hereof.

SECTION 2.02. Terms of 2022 Bonds. The 2022-1 Bonds shall be issued as [two] ([2]) Term Bonds. The 2022-1 Bonds shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The 2022-2 Bonds shall be issued as [one] (1) Term Bond. The 2022-2 Bonds shall bear interest at the fixed interest rate per annum and shall mature in the amount and on the date set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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SECTION 2.03. Dating; Interest Accrual. Each 2022 Bond shall be dated its date of initial issuance and delivery. Each 2022 Bond also shall bear its date of authentication. Each 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2022 Bond has been paid, in which event such 2022 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2022 Bonds, in which event, such 2022 Bond shall bear interest from its date. Interest on the 2022 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2023, and shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.04. Denominations. The 2022 Bonds shall be issued in Authorized Denominations.

SECTION 2.05. Paying Agent. The Issuer appoints the Trustee as the Paying Agent for the 2022 Bonds.

SECTION 2.06. Registrar. The Issuer appoints the Trustee as Registrar for the 2022 Bonds.

SECTION 2.07. Conditions Precedent to Issuance of 2022 Bonds. In addition to complying with the applicable requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the 2022 Bonds, all of the 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings approved as of the date of issuance of the 2022 Bonds;
- (b) Executed copies of the Master Indenture and this Eighth Supplemental Indenture;
- (c) The opinions required by Section 3.01 of the Master Indenture;
- (d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Eighth Supplemental Indenture;
- (e) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal;
- (f) Executed copies of the District Development Interlocal Agreement and the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended, among the District and the other parties named therein (the "AV Interlocal Agreement") evidencing the joinder in the applicable agreements by Southern Grove Community

Development District No. 7, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10; and

(g) Executed copies of the Assignment and Assumption Agreements.

Payment to the Trustee of \$[_____], representing the net proceeds of the sale of the 2022 Bonds, shall conclusively evidence the foregoing conditions precedent have been met to the satisfaction of the Issuer and the underwriter of the 2022 Bonds.

ARTICLE III REDEMPTION OF 2022 BONDS

SECTION 3.01. Bonds Subject to Redemption; Notice. The 2022 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit A to this Eighth Supplemental Indenture.

Interest on 2022-1 Bonds which are called for redemption shall be paid on the applicable redemption date from the 2022-1 Interest Subaccount corresponding to the 2022-1 Bonds to be called or from the 2022 Revenue Account to the extent monies in the 2022-1 Interest Subaccount are insufficient for such purpose. Moneys in the 2022-1 Optional Redemption Subaccount shall be applied in accordance with Section 504(e) of the Master Indenture to the optional redemption of the 2022-1 Bonds.

Interest on 2022-2 Bonds which are called for redemption shall be paid on the applicable redemption date from the 2022-2 Interest Subaccount corresponding to the 2022-2 Bonds to be called or from the 2022 Revenue Account to the extent monies in the 2022-2 Interest Subaccount are insufficient for such purpose. Moneys in the 2022-2 Optional Redemption Subaccount shall be applied in accordance with Section 504(e) of the Master Indenture to the optional redemption of the 2022-2 Bonds.

Notwithstanding anything in the Master Indenture or this Eighth Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

ARTICLE IV DEPOSIT OF PROCEEDS OF 2022 BONDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

SECTION 4.01. Establishment of Accounts. The following Accounts and subaccounts therein are hereby established for the 2022 Bonds.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee a 2022 Acquisition and Construction Account and therein a 2022-1 Acquisition and Construction Subaccount and a 2022-2 Acquisition and Construction Subaccount.

(b) There is hereby established within the Costs of Issuance Fund held by the Trustee a 2022 Costs of Issuance Account and therein a 2022-1 Costs of Issuance Subaccount and a 2022-2 Costs of Issuance Subaccount.

(c) There are hereby established within the Debt Service Fund held by the Trustee: (i) a 2022 Debt Service Account and, therein a 2022-1 Sinking Fund Subaccount, a 2022-1 Interest Subaccount, a 2022-1 Capitalized Interest Subaccount, a 2022-2 Sinking Fund Subaccount, a 2022-2 Interest Subaccount and a 2022-2 Capitalized Interest Subaccount and (ii) a 2022 Redemption Account, and, therein, a 2022-1 Prepayment Subaccount, a 2022-1 Optional Redemption Subaccount, a 2022-2 Prepayment Subaccount and a 2022-2 Optional Redemption Subaccount.

(d) There is hereby established within the Revenue Fund held by the Trustee a 2022 Revenue Account.

(e) There is hereby established within the Reserve Fund held by the Trustee a 2022-1 Reserve Account and a 2022-2 Reserve Account.

(f) There is hereby established within the Rebate Fund held by the Trustee a 2022-1 Rebate Account.

SECTION 4.02. Use of Proceeds of the 2022 Bonds. The net proceeds of sale of the 2022-1 Bonds of \$[] (consisting of \$[] principal amount of the 2022-1 Bonds, less underwriter's discount of \$[], [plus][less][net] original issue [premium][discount] in the amount of \$[]) (the "2022-1 Proceeds"), shall, as soon as practicable upon the delivery thereof to the Trustee by the Issuer pursuant to Section 3.02 of the Master Indenture, be applied as shown below.

The net proceeds of sale of the 2022-2 Bonds of \$[] (consisting of \$[] principal amount of the 2022-2 Bonds, less underwriter's discount of \$[], [plus][less][net] original issue [premium][discount] in the amount of \$[]) (the "2022-2 Proceeds"), shall, as soon as practicable upon the delivery thereof to the Trustee by the Issuer pursuant to Section 3.02 of the Master Indenture, be applied as shown below.

(a) \$[] of the 2022-1 Proceeds shall be deposited to the 2022-1 Costs of Issuance Subaccount and \$[] of the 2022-2 Proceeds shall be deposited to the 2022-2 Costs of Issuance Subaccount;

(b) \$[] of the 2022-1 Proceeds shall be deposited to the 2022-1 Capitalized Interest Subaccount and \$[] of the 2022-2 Proceeds shall be deposited to the 2022-2 Capitalized Interest Subaccount;

(c) \$[] of the 2022-1 Proceeds shall be deposited to the 2022-1 Acquisition and Construction Subaccount to be applied to pay Costs of the 2022-1 CI Project as provided in Section 4.03 hereof and \$[] of the 2022-2 Proceeds shall be deposited to the 2022-2 Acquisition and Construction Subaccount to be applied to pay Costs of the 2022-2 CI Project as provided in Section 4.03 hereof; and

(d) \$[] of the 2022-1 Proceeds, representing the initial 2022-1 Reserve Account Requirement, shall be deposited to the 2022-1 Reserve Account and \$[] of the 2022-2 Proceeds, representing the initial 2022-2 Reserve Account Requirement, shall be deposited to the 2022-2 Reserve Account.

SECTION 4.03. 2022 Acquisition and Construction Account.

(a) Amounts on deposit in the 2022 Acquisition and Construction Account shall be applied from time to time to pay Costs of the 2022 CI Project upon compliance with the requisition provisions set forth in Section 4.02 of the Master Indenture and pursuant to the form of requisition attached hereto as Exhibit B; provided, however, amounts in the 2022-1 Acquisition and Construction Subaccount may not be expended on the TIM Project. Amounts on deposit in the 2022-2 Acquisition and Construction Subaccount may be applied to repay advances made to or on behalf of the Issuer or the Administration District with respect to Costs of the TIM Project. The Trustee is not responsible for monitoring the expenditure of the amounts in the 2022 Acquisition and Construction Account as provided in this Section 4.03(a).

(b) Notwithstanding anything to the contrary in the Master Indenture, upon the Date of Completion of the 2022-1 CI Project, any balance remaining in the 2022-1 Acquisition and Construction Subaccount not needed to pay any accrued but unpaid Costs of the 2022-1 CI Project which are required to be reserved in the 2022-1 Acquisition and Construction Subaccount in accordance with the certificate of the Consulting Engineer establishing such Date of Completion shall, at the written direction of a Responsible Officer of the Issuer (i) first be transferred to and deposited in the 2022-1 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited and (ii) the balance, if any, shall be transferred to the 2022-1 Prepayment Subaccount to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided herein and therein, or, upon the Issuer obtaining an opinion of Bond Counsel, with a copy provided to the Trustee, to the effect that such application will not adversely affect the tax-exempt status of the 2022-1 Bonds, applied to pay the Cost of a Series Project or Additional Series Project comprising Community Infrastructure other than the 2022-1 CI Project, as shall be directed in writing by a Responsible Officer of the Issuer. When there remain no monies on deposit in the 2022-1 Acquisition and Construction Subaccount, such subaccount shall be closed.

Notwithstanding anything to the contrary in the Master Indenture, upon the Date of Completion of the 2022-2 CI Project, any balance remaining in the 2022-2 Acquisition and Construction Subaccount not needed to pay any accrued but unpaid Costs of the 2022-2 CI Project which are required to be reserved in the 2022-2 Acquisition and Construction Subaccount in accordance with the certificate of the Consulting Engineer establishing such Date of Completion shall, at the written direction of a Responsible Officer of the Issuer, be transferred to the 2022-2 Prepayment Subaccount to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided herein and therein, or upon prior review by Bond Counsel or the Issuer's general counsel, applied to pay the Cost of a Series Project or Additional Series Project comprising Community Infrastructure other than the 2022-2 CI Project, as shall be directed in writing by a Responsible Officer of the Issuer. When there remain no monies on deposit in the 2022-2 Acquisition and Construction Subaccount, such subaccount shall be closed.

(c) Amounts on deposit in the 2022-1 Capitalized Interest Subaccount shall, until and including November 1, 2023 be transferred into the 2022-1 Interest Subaccount and applied to the payment of interest first coming due on the 2022-1 Bonds. Any amounts remaining in the 2022-1 Capitalized Interest Subaccount after November 1, 2023 shall be transferred into the 2022-1 Acquisition and Construction Subaccount, whereupon the 2022-1 Capitalized Interest Subaccount shall be closed.

Amounts on deposit in the 2022-2 Capitalized Interest Subaccount shall, until and including November 1, 2023 be transferred into the 2022-2 Interest Subaccount and applied to the payment of interest first coming due on the 2022-2 Bonds. Any amounts remaining in the 2022-2 Capitalized Interest Subaccount after November 1, 2023 shall be transferred into the 2022-2 Acquisition and Construction Subaccount, whereupon the 2022-2 Capitalized Interest Subaccount shall be closed.

(d) Anything in the Master Indenture or herein to the contrary notwithstanding, the Issuer hereby acknowledges that (i) the 2022 Pledged Funds include, without limitation, all amounts on deposit in the 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the 2022 Bonds, the 2022 Pledged Funds may not be used by the Issuer (whether to pay costs of the 2022 CI Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the Issuer or the Administration District had incurred a binding obligation with third parties for work on the 2022 CI Project and payment is for such work, as evidenced in a written certificate of a Responsible Officer to the Trustee, and (iii) upon the occurrence of an Event of Default with respect to the 2022 Bonds, the 2022 CI Pledged Funds may be used by the Trustee and/or the Issuer or the Administration District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Master Indenture, as supplemented hereby, provided such action does not adversely impact the tax-exempt status of the 2022-1 Bonds. After the occurrence of an Event of Default, neither the Issuer nor the Administration District shall enter into any binding agreement to expend any amounts included in the 2022 Trust Estate unless authorized in writing by the Majority Owners.

(e) Notwithstanding anything to the contrary in the Master Indenture, as supplemented in connection with the Issuer's Outstanding Special Assessment Bonds, Series 2019 (Community Infrastructure) (the "2019 Bonds"), Special Assessment Bonds, Series 2020 (Community Infrastructure) (the "2020 Bonds") and Special Assessment Bonds, Series 2021 (Community Infrastructure) (the "2021 Bonds"), the term "Date of Completion" shall additionally be deemed to mean, with respect to the 2019 Bonds, 2020 Bonds and 2021 Bonds, as applicable, the date on which the proceeds of each such Series of Bonds on deposit in the accounts established in the Acquisition and Construction Fund for each such Series of Bonds, together with investment earnings thereon, have been fully disbursed therefrom.

SECTION 4.04. 2022 Costs of Issuance Account. The amount deposited in the 2022-1 Costs of Issuance Subaccount shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the 2022-1 Bonds pursuant to the requisition in the form attached hereto as Exhibit C. Amounts in the 2022-1 Costs of Issuance Subaccount not used to pay costs of issuance of the 2022-1 Bonds and for which there is not then a pending requisition held by the Trustee shall be transferred not later than 180 days after the issuance of the 2022-1 Bonds to

the 2022-1 Interest Subaccount and the 2022-1 Costs of Issuance Subaccount shall be closed once any pending requisitions have been paid.

The amount deposited in the 2022-2 Costs of Issuance Subaccount shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the 2022-2 Bonds pursuant to the requisition in the form attached hereto as Exhibit C. Amounts in the 2022-2 Costs of Issuance Subaccount not used to pay costs of issuance of the 2022-2 Bonds and for which there is not then a pending requisition held by the Trustee shall be transferred not later than 180 days after the issuance of the 2022-2 Bonds to the 2022-2 Interest Subaccount and the 2022-2 Costs of Issuance Subaccount shall be closed once any pending requisitions have been paid.

SECTION 4.05. 2022-1 Reserve Account and 2022-2 Reserve Account.

(a) Amounts on deposit in the 2022-1 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2022-1 Interest Subaccount and the 2022-1 Sinking Fund Subaccount to pay the Debt Service Requirements on the 2022-1 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such 2022-1 Reserve Account shall consist only of cash and 2022-1 Investment Securities.

Anything herein or in the Master Indenture to the contrary notwithstanding, simultaneously with deposit by the Trustee of 2022-1 Prepayment Principal into the 2022-1 Prepayment Subaccount, the Trustee is hereby authorized and directed to recalculate the 2022-1 Reserve Account Requirement and to transfer any resulting excess on deposit in the 2022-1 Reserve Account, if there is no Event of Default, into the 2022-1 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided for therein.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022-1 Reserve Account and shall promptly notify the Issuer of the amount of any deficiency or surplus as of such date in such account. The Issuer shall immediately pay the amount of any deficiency to the Trustee, for deposit in such account, from the first legally available sources of the Issuer. Any surplus in the 2022-1 Reserve Account shall, if the Trustee does not have knowledge of an Event of Default, be deposited into 2022-1 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided for therein.

The foregoing three paragraphs shall be subject in all respects to the provisions of Section 4.08(g) hereof providing for the treatment of investment earnings on amounts on deposit in the 2022-1 Reserve Account when determining excess amounts or surplus on deposit in the 2022-1 Reserve Account.

On the earliest date on which there is on deposit in the 2022-1 Reserve Account sufficient cash, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022-1 Bonds, together with accrued interest and redemption premium, if any, on such 2022-1 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2022-1 Reserve Account into the 2022-1 Prepayment Subaccount in

the 2022-1 Redemption Account to pay and redeem all of the Outstanding 2022-1 Bonds on the earliest date permitted for redemption therein and herein.

The Issuer may provide that the 2022-1 Reserve Account Requirement required to be on deposit in the 2022-1 Reserve Account shall be satisfied, all or in part, by obtaining a Debt Service Reserve Account Facility. At any time after the issuance of the 2022-1 Bonds, the Issuer may withdraw any or all of the amount of money on deposit in the 2022-1 Reserve Account and substitute in its place a Debt Service Reserve Account Facility in the face amount of such withdrawal and such withdrawn moneys shall, after payment of the premium for such Debt Service Reserve Account Facility, be transferred to the 2022-1 Prepayment Subaccount and applied to the redemption of 2022-1 Bonds, or, upon the Issuer obtaining an opinion of Bond Counsel to the effect that such application will not adversely affect the tax-exempt status of the 2022-1 Bonds, be used for any other lawful purpose of the Issuer.

(b) Amounts on deposit in the 2022-2 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2022-2 Interest Subaccount and the 2022-2 Sinking Fund Subaccount to pay the Debt Service Requirements on the 2022-2 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such 2022-2 Reserve Account shall consist only of cash and 2022-2 Investment Securities.

Anything herein or in the Master Indenture to the contrary notwithstanding, simultaneously with deposit by the Trustee of 2022-2 Prepayment Principal into the 2022-2 Prepayment Subaccount, the Trustee is hereby authorized and directed to recalculate the 2022-2 Reserve Account Requirement and to transfer any resulting excess on deposit in the 2022-2 Reserve Account, if there is no Event of Default, into the 2022-2 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided for therein.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022-2 Reserve Account and shall promptly notify the Issuer of the amount of any deficiency or surplus as of such date in such account. The Issuer shall immediately pay the amount of any deficiency to the Trustee, for deposit in such account, from the first legally available sources of the Issuer. Any surplus in the 2022-2 Reserve Account shall, if the Trustee does not have knowledge of an Event of Default, be deposited into 2022-2 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided for therein.

The foregoing three paragraphs shall be subject in all respects to the provisions of Section 4.08(g) hereof providing for the treatment of investment earnings on amounts on deposit in the 2022-2 Reserve Account when determining excess amounts or surplus on deposit in the 2022-2 Reserve Account.

On the earliest date on which there is on deposit in the 2022-2 Reserve Account sufficient cash, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022-2 Bonds, together with accrued interest and redemption premium, if any, on such 2022-2 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2022-2 Reserve Account into the 2022-2 Prepayment Subaccount in

the 2022-2 Redemption Account to pay and redeem all of the Outstanding 2022-2 Bonds on the earliest date permitted for redemption therein and herein.

The Issuer may provide that the 2022-2 Reserve Account Requirement required to be on deposit in the 2022-2 Reserve Account shall be satisfied, all or in part, by obtaining a Debt Service Reserve Account Facility. At any time after the issuance of the 2022-2 Bonds, the Issuer may withdraw any or all of the amount of money on deposit in the 2022-2 Reserve Account and substitute in its place a Debt Service Reserve Account Facility in the face amount of such withdrawal and such withdrawn moneys shall, after payment of the premium for such Debt Service Reserve Account Facility, be transferred to the 2022-2 Prepayment Subaccount and applied to the redemption of 2022-2 Bonds, or be used for any other lawful purpose of the Issuer.

SECTION 4.06. Amortization Installments.

(a) The Amortization Installments established for the 2022-1 Bonds shall be as set forth in the final form of the 2022-1 Bonds. The Amortization Installments established for the 2022-2 Bonds shall be as set forth in the final form of the 2022-2 Bonds.

(b) Upon any redemption of 2022-1 Bonds (other than 2022-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2022-1 Bonds redeemed at the direction of the Issuer accompanied by a cash flow certificate as required by Section 7.04(b) of the Master Indenture), the Issuer shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022-1 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022-1 Bonds.

Upon any redemption of 2022-2 Bonds (other than 2022-2 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2022-2 Bonds redeemed at the direction of the Issuer accompanied by a cash flow certificate as required by Section 7.04(b) of the Master Indenture), the Issuer shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022-2 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022-2 Bonds.

SECTION 4.07. Tax Covenants. With respect to the 2022-1 Bonds, the Issuer shall comply with the following tax covenants in addition to those set forth in the Master Indenture and the matters set forth in the Federal Tax Certificate to be executed and delivered by the Issuer in connection with the issuance of the 2022-1 Bonds:

Notwithstanding anything to the contrary contained in the Master Indenture, the Issuer covenants with the Holders of the 2022-1 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the 2022-1 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such 2022-1 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such 2022-1 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The Issuer further covenants that neither

the Issuer nor any other person under its control or direction will make any investment or other use of the proceeds of the 2022-1 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the 2022-1 Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), or “arbitrage bonds” as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the 2022-1 Bonds.

SECTION 4.08. Application of Revenues and Investment Earnings.

(a) The Trustee shall deposit into the 2022 Revenue Account any and all amounts required to be deposited therein by this Section 4.08 or by any other provision of the Master Indenture or this Eighth Supplemental Indenture, and any other amounts or payments specifically designated by the Issuer pursuant to a written direction or by a Supplemental Indenture for said purpose. The 2022 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Issuer and/or the Administration District shall deposit 2022 CI Assessment Revenues with the Trustee promptly upon receipt, together with a written accounting from the Issuer and/or the Administration District, setting forth the amounts of such 2022 CI Assessment Revenues in the following categories which shall be deposited by the Trustee as follows:

(i) 2022 Prepayment Principal, which shall be deposited into the 2022-1 Prepayment Subaccount and 2022-2 Prepayment Principal Subaccount, pro rata, based on the Outstanding principal amount of each of the 2022-1 Bonds and 2022-2 Bonds, respectively, divided by the total Outstanding principal amount of the 2022 Bonds;

(iii) Delinquent Assessment Principal, which shall be applied to restore the amount of any withdrawal from the 2022-2 Reserve Account to pay the principal of the 2022-2 Bonds while the 2022-2 Bonds are Outstanding, with the balance, if any, being deposited into the 2022-2 Sinking Fund Subaccount, and, after the 2022-2 Bonds are no longer Outstanding, which shall be applied to restore the amount of any withdrawal from 2022-1 Reserve Account to pay the principal of the 2022-1 Bonds, with the balance, if any, being deposited into the 2022-1 Sinking Fund Subaccount;

(iv) Delinquent Assessment Interest, which shall be applied to restore the amount of any withdrawal from the 2022-1 Reserve Account to pay the interest on 2022-1 Bonds and the amount of any withdrawal from the 2022-2 Reserve Account to pay the interest on 2022-2 Bonds, such deposits to be made pro rata, based on the percentage the amount required to restore withdrawals from the 2022-1 Reserve Account and the percentage the amount required to restore withdrawals from the 2022-2 Reserve Account, respectively, represents of the total amount required to restore withdrawals from both such Accounts, with the balance, if any, deposited into the 2022 Revenue Account; and

(v) all other 2022 CI Assessment Revenues, which shall be deposited into the 2022 Revenue Account and applied as provided in Sections 4.08(d) through (g) hereof.

Monies other than 2022 CI Assessment Revenues, shall, at the written direction of the Issuer be deposited into (i) the 2022-1 Optional Redemption Subaccount and used to pay the principal of

and premium, if any, on 2022-1 Bonds called or to be called for optional redemption at the written direction of the Issuer in accordance with the provisions for optional redemption of 2022-1 Bonds as set forth in the form of 2022-1 Bonds attached hereto and/or (ii) the 2022-2 Optional Redemption Subaccount and used to pay the principal of and premium, if any, on 2022-2 Bonds called or to be called for optional redemption at the written direction of the Issuer in accordance with the provisions for optional redemption of 2022-2 Bonds as set forth in the form of 2022-2 Bonds attached hereto.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the 2022-1 Prepayment Subaccount, and, if the balance therein is greater than zero, and provided sufficient amounts are on deposit in the 2022 Revenue Account to make the payments due on the 2022-1 Bonds on the next Quarterly Redemption Date as contemplated by this Section 4.08, shall transfer from the 2022 Revenue Account for deposit into the 2022-1 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the nearest highest integral multiple of \$5,000 (which transfer shall be at the written direction of a Responsible Officer), and shall thereupon give notice and cause the extraordinary mandatory redemption of 2022-1 Bonds as herein provided on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2022-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of such 2022-1 Bonds set forth in the form of 2022-1 Bond attached hereto, Section 3.01 hereof, and Article VII of the Master Indenture. The accrued interest on any principal being so prepaid will be paid from the 2022-1 Interest Subaccount.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the 2022-2 Prepayment Subaccount, and, if the balance therein is greater than zero, and provided sufficient amounts are on deposit in the 2022 Revenue Account to make the payments due on the 2022-2 Bonds on the next Quarterly Redemption Date as contemplated by this Section 4.08, shall transfer from the 2022 Revenue Account for deposit into the 2022-2 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the nearest highest integral multiple of \$5,000 (which transfer shall be at the written direction of a Responsible Officer), and shall thereupon give notice and cause the extraordinary mandatory redemption of 2022-2 Bonds as herein provided on the next succeeding Quarterly Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2022-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of such 2022-2 Bonds set forth in the form of 2022-2 Bond attached hereto, Section 3.01 hereof, and Article VII of the Master Indenture. The accrued interest on any principal being so prepaid will be paid from the 2022-2 Interest Subaccount.

(d) On each May 1 and November 1 through and including November 1, 2023 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer from the 2022-1 Capitalized Interest Subaccount to the 2022-1 Interest Subaccount the lesser of (x) the amount of interest coming due on the 2022-1 Bonds on such Interest Payment Date, less the amount already on deposit therein, or (y) the amount remaining in the 2022-1 Capitalized Interest Subaccount.

On each May 1 and November 1 through and including November 1, 2023 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1),

the Trustee shall first transfer from the 2022-2 Capitalized Interest Subaccount to the 2022-2 Interest Subaccount the lesser of (x) the amount of interest coming due on the 2022-2 Bonds on such Interest Payment Date, less the amount already on deposit therein, or (y) the amount remaining in the 2022-2 Capitalized Interest Subaccount.

Following the foregoing transfers, on each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the 2022 Revenue Account to the Funds and Accounts designated below, in the following amounts, at the following times, and in the following order of priority:

FIRST, no later than each May 1 or November 1, as applicable (or if such date is not a Business Day, on the Business Day next preceding such date), from the 2022 Revenue Account to (i) the 2022-1 Interest Subaccount of the Debt Service Fund, an amount equal to the amount of interest payable on all 2022-1 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the 2022-1 Capitalized Interest Subaccount in accordance with Section 403(c) hereof and less any other amount already on deposit in the 2022-1 Interest Subaccount not previously credited and (ii) the 2022-2 Interest Subaccount of the Debt Service Fund, an amount equal to the amount of interest payable on all 2022-2 Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the 2022-2 Capitalized Interest Subaccount in accordance with Section 403(c) hereof and less any other amount already on deposit in the 2022-2 Interest Subaccount not previously credited; provided, however, while the 2022-2 Bonds are Outstanding, in the event of a shortfall in the amounts available to make the deposits in this clause FIRST, such deposits shall be made pro rata, based on the percentage the amount required to be deposited to the 2022-1 Interest Subaccount and the percentage the amount required to be deposited to the 2022-1 Interest Subaccount to restore withdrawals from the 2022-1 Reserve Account and the percentage the amount required to restore withdrawals from the 2022-2 Reserve Account, respectively, represents of the total amount required to be deposited to such Accounts;

SECOND, (i) no later than each May 1, beginning May 1, 20[] (or if such date is not a Business Day, on the Business Day next preceding such date), to the 2022-2 Sinking Fund Subaccount, the amount, if any, equal to the difference between the Amortization Installments of all 2022-2 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the 2022-2 Sinking Fund Subaccount not previously credited and (ii) no later than each May 1, beginning May 1, 20[] (or if such date is not a Business Day, on the Business Day next preceding such date), to the 2022-1 Sinking Fund Subaccount, the amount, if any, equal to the difference between the Amortization Installments of all 2022-1 Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the 2022-1 Sinking Fund Subaccount not previously credited;

THIRD, no later than each May 1 or November 1, as applicable (or if such date is not a Business Day, on the Business Day next preceding such date), to (i) the 2022-1 Reserve Account, the amount, if any, which is necessary to restore the amount on deposit therein to the 2022-1 Reserve Account Requirement with respect to the 2022-1 Bonds and (ii) the 2022-2 Reserve Account, the amount, if any, which is necessary to restore the amount on deposit therein to the 2022-2 Reserve Account Requirement with respect to the 2022-2 Bonds, provided, however, while the 2022-2 Bonds are Outstanding, in the event of a shortfall in the amounts available to make the deposits in this clause THIRD, such deposits shall be made pro rata, based on the percentage the amount required to

restore withdrawals from the 2022-1 Reserve Account and the percentage the amount required to restore withdrawals from the 2022-2 Reserve Account, respectively, represents of the total amount required to restore withdrawals from both such Accounts; and

FOURTH, the balance shall be retained in the 2022 Revenue Account.

Anything herein to the contrary notwithstanding, it shall not, a fortiori, constitute an Event of Default hereunder if the full amount of the foregoing deposits is not made due to an insufficiency of funds therefor.

(e) On any date required, the Issuer shall give the Trustee written direction, and the Trustee shall, transfer from the 2022 Revenue Account to the 2022-1 Rebate Account in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) On or after each November 2, the balance on deposit in the 2022 Revenue Account as of such November 2 shall be applied first, to restore any deficiency in the 2022-1 Reserve Account and any deficiency in the 2022-2 Reserve Account, pro rata, based on the percentage the amount required to restore withdrawals from the 2022-1 Reserve Account and the percentage the amount required to restore withdrawals from the 2022-2 Reserve Account, respectively, represents of the total amount required to restore withdrawals from both such Accounts, and the balance, if any, shall next be transferred to the Issuer at the written direction of the Issuer to be used for any lawful District purpose; provided, however, that on the date of such proposed transfer to the Issuer, the Trustee's fees and expenses are current and the Trustee shall not have knowledge that an Event of Default has occurred and is continuing.

(g) (i) Anything herein or in the Master Indenture to the contrary notwithstanding, monies in the Funds and Accounts held as security for the 2022 Bonds shall be invested only in 2022 Investment Securities. Earnings on the 2022-1 Interest Subaccount and the 2022-1 Capitalized Interest Subaccount shall be retained, as realized, in such Account or subaccount and used for the purpose of such Account or subaccount, as applicable. Earnings on the 2022-2 Interest Subaccount and the 2022-2 Capitalized Interest Subaccount shall be retained, as realized, in such Account or Subaccount and used for the purpose of such Account or Subaccount, as applicable.

(ii) Earnings in the 2022 Acquisition and Construction Account and the subaccounts therein shall be retained in the applicable Account or subaccount, unless the Date of Completion of the 2022 CI Project has occurred, in which case such amounts shall be applied as provided for in Section 4.03(b) hereof. Earnings on investments in the Funds and Accounts, other than the 2022-1 Reserve Account and the 2022-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the 2022 Revenue Account and used for the purpose of such Account.

(iii) Earnings on investments in the 2022-1 Reserve Account shall be disposed of as follows:

(1) if there was no deficiency (as defined in Section 5.04 of the Master Indenture) in the 2022-1 Reserve Account as of the most recent date on which amounts on deposit in such

2022-1 Reserve Account were valued by the Trustee, and if no withdrawals have been made from such 2022-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the 2022-1 Reserve Account shall be deposited into the 2022-1 Capitalized Interest Subaccount through November 1, 2023, and, thereafter monthly into the 2022 Revenue Account and used for the purpose of such Account; and

(2) if as of the last date on which amounts on deposit in the 2022-1 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04 of the Master Indenture), or if after such date withdrawals have been made from the 2022-1 Reserve Account and have created such a deficiency, then earnings on investments in the 2022-1 Reserve Account shall be deposited into the 2022-1 Reserve Account until the amount on deposit therein or credited thereto is equal to the 2022-1 Reserve Account Requirement and thereafter shall be deposited into the 2022-1 Capitalized Interest Subaccount through November 1, 2023, and, thereafter monthly into the 2022 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, prior to any transfers being made pursuant to this Section 4.08(g)(iii), transfers shall first be made to the credit of the 2022-1 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited.

(iv) Earnings on investments in the 2022-2 Reserve Account shall be disposed of as follows:

(1) if there was no deficiency (as defined in Section 5.04 of the Master Indenture) in the 2022-2 Reserve Account as of the most recent date on which amounts on deposit in such 2022-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from such 2022-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the 2022-2 Reserve Account shall be deposited into the 2022-2 Capitalized Interest Subaccount through November 1, 2023, and, thereafter monthly into the 2022 Revenue Account and used for the purpose of such Account; and

(2) if as of the last date on which amounts on deposit in the 2022-2 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04 of the Master Indenture), or if after such date withdrawals have been made from the 2022-2 Reserve Account and have created such a deficiency, then earnings on investments in the 2022-2 Reserve Account shall be deposited into the 2022-2 Reserve Account until the amount on deposit therein or credited thereto is equal to the 2022-2 Reserve Account Requirement and thereafter shall be deposited into the 2022-2 Capitalized Interest Subaccount through November 1, 2023, and, thereafter monthly into the 2022 Revenue Account and used for the purpose of such Account.

(v) Notwithstanding the foregoing, if there is a deficiency in either of the 2022-1 Reserve Account or the 2022-2 Reserve Account, prior to the deposit of any earnings in the 2022 Revenue Account, the amount of such proposed transfer shall instead be deposited into the 2022-1 Reserve Account and/or 2022-1 Reserve Account, as applicable, with a deficiency until the balance on deposit therein is equal to the 2022-1 Reserve Account Requirement or the 2022-2 Reserve Account Requirement, as applicable.

ARTICLE V CONCERNING THE TRUSTEE

SECTION 5.01. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Eighth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.

SECTION 5.02. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Eighth Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer. Subject to Section 10.04 of the Master Indenture, the Issuer agrees, with respect to the 2022 Bonds, to assume all risks arising out of the use of digital signatures and electronic methods to submit communications to the Trustee, including without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 5.03. Trustee's Duties; Removal of Trustee. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article X thereof.

SECTION 5.04. Brokerage Confirmations. The Issuer acknowledges that to the extent regulation of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee under the Indenture.

ARTICLE VI ADDITIONAL INDEBTEDNESS

SECTION 6.01. Additional Indebtedness.

(a) While any 2022 Bonds are Outstanding, other than Bonds issued to refund the then Outstanding 2022 Bonds, the issuance of which results in net present value debt service savings, the Issuer (or the entity then serving as the "Issuer" under the District Development Interlocal Agreement) shall not, while any 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2022 Trust Estate. The Issuer further covenants, and the Other Districts agree, by joinder herein, that so long as the 2022 Bonds are Outstanding, they will not impose Assessments for capital projects on any property in the 2022 Assessment Area then subject to the 2022 CI Assessments, without the written consent of the Majority Owners, unless the 2022 CI Assessments have been Substantially Absorbed. The Trustee is entitled to assume that the 2022 CI Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of a Responsible Officer of the Issuer to the contrary on which the Trustee may conclusively rely.

(b) The foregoing shall not preclude (i) the imposition of Assessments for capital projects comprising Public Infrastructure (and the issuance of Bonds in connection therewith) on District Lands in the 2022 Assessment Area then subject to the 2022 CI Assessments which are necessary, as

determined by the Issuer (or the entity then serving as the “Issuer” under the District Development Interlocal Agreement), for health, safety or welfare reasons or to remediate a natural disaster; (ii) the Issuer (or the entity then serving as the “Issuer” under the District Development Interlocal Agreement) or any of the Other Districts from issuing Bonds pursuant to the Master Indenture to finance District Infrastructure payable from Assessments levied on property outside the 2022 Assessment Area; or (iii) the Issuer and any of the Other Districts from levying non-ad valorem special assessments, including Community Infrastructure Operation and Maintenance Assessments, on the same property in the 2022 Assessment Area then subject to the 2022 CI Assessments to provide for the administrative expenses of the Districts in which such property is located, the operation and maintenance expenses relating to Community Infrastructure (including the 2022 CI Project), or the operation and maintenance expenses relating to District Infrastructure serving property in the Districts, including property, if any, in the 2022 Assessment Area.

ARTICLE VII COVENANTS OF THE ISSUER; MISCELLANEOUS

SECTION 7.01. Matters Related to Master Indenture; Miscellaneous.

(a) The first paragraph of Section 14.06 of the Master Indenture is hereby supplemented to read as follows with respect to the 2022 Bonds: “Any notice, demand, direction, consent, request or other communication or instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be provided in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provider agreed to in writing by the Trustee and the District) and shall be deemed to have been sufficiently given or filed for all purpose of this Master Indenture if and when sent by overnight delivery, certified mail, return receipt requested or e-mail:.”

(b) The definition of “Community Infrastructure” in the Master Indenture is deemed amended, as permitted by Section 12.01(f) of the Master Indenture, to reflect that the Existing Development benefits from Community Infrastructure, which amendment is consistent with the amendments to the District Development Interlocal Agreement providing that the Existing Development benefits from the Community Infrastructure.

(c) As supplemented by this Eighth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Eighth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified or supplemented herein, shall apply and remain in full force and effect with respect to this Eighth Supplemental Indenture and to the 2022 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Eighth Supplemental Indenture the terms and provisions hereof shall control.

(d) Following an Event of Default any direction to the District permitted to be given by the Trustee and/or the Owners hereby or by the Master Indenture must be in writing, signed by the Trustee and/or the Majority Owners.

(e) In any case in which an Interest Payment Date or the maturity date of the 2022 Bonds or the date fixed for the redemption of any 2022 Bonds shall be other than a Business Day, then

payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.02. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance as provided in the Master Indenture and such Continuing Disclosure Agreement.

SECTION 7.03. Additional Covenants Regarding Collection of 2022 CI Assessments.

(a) In addition to, and not in limitation of, the covenants contained elsewhere in this Eighth Supplemental Indenture and in the Master Indenture, the Issuer and each of the Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area, by joinder herein, covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2022 CI Assessments and to levy and collect (or cause the Administration District to collect) the 2022 CI Assessments and any required density reduction payments in accordance with the Assessment Proceedings in such manner as will generate funds sufficient to pay the principal of and interest and redemption premium, if any, on the 2022 Bonds, when due. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the 2022 Bonds, it will take such actions to enforce the remedial provisions of the Master Indenture and this Eighth Supplemental Indenture, the provisions for the collection of Delinquent Assessments that are directly billed and collected, and the provisions for the foreclosure of liens of Delinquent Assessments that are directly billed and collected, all in a manner consistent with the Master Indenture and this Eighth Supplemental Indenture.

(b) Anything herein or in the Master Indenture to the contrary notwithstanding, 2022 CI Assessments shall be collected pursuant to the Uniform Method; provided however, in the event the Issuer and/or the Administration District is legally unable to use the Uniform Method, the Issuer and/or the Administration District may elect to collect and enforce such 2022 CI Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto. Upon an Event of Default with respect to the 2022 Bonds, the Majority Owners may direct the Issuer and/or the Administration District as to the method it will use to collect the 2022 CI Assessments and may require the Issuer and/or the Administration District to bill and collect the 2022 CI Assessments directly, rather than through the Uniform Method, to the extent permitted by applicable law. Notwithstanding anything to the contrary herein, the Issuer and/or the Administration District shall be entitled to first recover from any foreclosure, before such proceeds are applied to the payment of principal or interest or other amounts on the 2022 Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs are included as part of the 2022 CI Assessments, as defined herein.

Any 2022 CI Assessments that are billed and collected directly and not via the Uniform Method shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such 2022 CI Assessments shall not be deemed to be Delinquent Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed. By joinder hereto, each of the Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area shall be deemed to have agreed to the foregoing.

(c) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the 2022 CI Assessments and 2022 Bonds: If any property shall be offered for sale for the nonpayment of any 2022 CI Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the 2022 CI Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the Issuer or the Administration District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, specifying whether the Issuer is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2022 CI Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Other Districts and the Issuer shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2022 Bonds. The Issuer and/or the Administration District, either through its own actions, or actions caused to be taken by the Issuer through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2022 Revenue Account. The Issuer and/or the Administration District, either through its own actions, or actions caused to be taken by the Issuer through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2022 Bonds within six (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding. The Issuer and/or the Administration District may pay costs associated with any actions taken by the Issuer and/or Administration District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the 2022 Bonds.

(d) Notwithstanding anything to the contrary herein or in the Master Indenture, the Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2022 CI Assessments that are billed directly by the Issuer, that the entire 2022 CI Assessments levied on the property for which such installment of 2022 CI Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds Outstanding, the Issuer and/or the Administration District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, or such longer period of time as may be required by the Act and other applicable law, including Chapter 173, Florida Statutes, cause to be brought the necessary legal proceedings for the foreclosure of liens of Assessments that are delinquent, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages (subject to earlier settlement of any such proceedings

by the Issuer, as permitted by applicable law, with the written consent of the Trustee acting at the direction of the Majority Owners of the 2022 Bonds Outstanding).

SECTION 7.04. Application of Section 8.28 of Master Indenture. With respect to the 2022 Bonds, the covenants of Section 8.28 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer or any of the Other Districts.

SECTION 7.05. Bankruptcy or Insolvency of Landowner. For purposes of this Section 7.05: (a) the 2022 Bonds secured by and payable from 2022 CI Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the “Affected Bonds” and (b) the 2022 CI Assessments levied against any Insolvent Taxpayer's property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the “Affected Special Assessments.”

The provisions of this Section 7.05 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the Issuer shall be obligated to act in accordance with any direction from the Trustee, and the Trustee shall be obligated to act in accordance with directions from the Beneficial Owners of at least 25% of the aggregate principal of the Affected Bonds, with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee, provided that the Trustee has first been provided with indemnity satisfactory to it and such direction is in accordance with applicable law. The Issuer agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The Issuer acknowledges and agrees that, although the Affected Bonds were issued by the Issuer, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the Issuer hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the Issuer, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, including without limitation, motions seeking relief from the automatic stay, dismissal the

Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing; and if the Trustee chooses to exercise any such rights, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (d) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

SECTION 7.06. Additional Covenants and Matters Relating to Events of Default.

(a) In addition to the events set forth in Section 9.01 of the Master Indenture, each of the following events shall be an Event of Default with respect to the 2022 Bonds, notwithstanding anything to the contrary in the Master Indenture:

(i) Any portion of the 2022 CI Assessments pledged to the 2022 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in (1) the 2022-1 Reserve Account to pay the Debt Service Requirements on the 2022-1 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2022-1 Reserve Account to pay the Debt Service Requirements on the 2022-2 Bonds) (the foregoing being referred to as a "2022-1 Reserve Account Event") and/or (2) the 2022-2 Reserve Account to pay the Debt Service Requirements on the 2022-2 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2022-2 Reserve Account to pay the Debt Service Requirements on the 2022-2 Bonds) (the foregoing being referred to as a "2022-2 Reserve Account Event") unless within sixty (60) days from the 2022-1 Reserve Account Event or the 2022-2 Reserve Account Event, as applicable, the Issuer has either (x) replenished the amounts, if any, withdrawn from the 2022-1 Reserve Account and the 2022-2 Reserve Account, as applicable or (y) the portion of the Assessments that are delinquent and gave rise to the 2022-1 Reserve Account Event and/or 2022-2 Reserve Account Event are paid and are no longer delinquent; and

(ii) More than twenty-five percent (25%) of the Community Operation and Maintenance Assessments that are directly billed by the Administration District and levied by the Issuer and the Other Districts on tax parcels in the 2022 Assessment Area are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, Southern Grove Community Development District No. 5 has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created and the Trustee has caused these presents to be signed in its name and on its behalf by one of its duly appointed Vice Presidents.

EAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

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

By: _____
Vice President

JOINDER

By execution below by their respective duly authorized officers, each of the Other Districts hereby join in and agree to be bound by the Indenture and District No. 1 further agrees to discharge its duties as the Administration District as contemplated by the Indenture and the District Development Interlocal Agreement.

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 10**

Attest:

By: _____
Secretary

By: _____
Chairman, Board of Supervisors

EXHIBIT A

FORMS OF 2022 BONDS

No. 2022-1R-[]

\$[]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2022-1
(COMMUNITY INFRASTRUCTURE)**

Interest Rate

Maturity Date

Dated Date

CUSIP NO.

Registered Owner: CEDE & CO.

Principal Amount: [] DOLLARS

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the Maturity Date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the hereinafter defined Indenture) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2023, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the

registration books of the Registrar as the registered Owner of this Bond. All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Indenture (hereinafter defined). Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"); provided, however, so long as the 2022-1 Bonds, as hereinafter defined, are held in book entry form presentation shall not be required and the book entry system for payments shall control. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the 2022-1 Bonds). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of Bonds of the District designated "Special Assessment Bonds, Series 2022-1 (Community Infrastructure)" (the "2022-1 Bonds") and is issued together with a duly authorized issue of Bonds of the District designated "\$[] Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable)" (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds"), The 2022 Bonds, together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the "Bonds." The 2022 Bonds are being issued under a Master Trust Indenture, dated December 17, 2014 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as successor in interest to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by an Eighth Supplemental Indenture, dated as of December 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), between the District and the Trustee. The 2022-1 Bonds are issued in an aggregate principal amount of \$[], which together with other legally available funds of the District, will be used to (i) a portion of the Costs of the 2022-1 CI Project; (ii) pay interest coming due on the 2022-1 Bonds through November 1, 2023; (iii) make a deposit into the 2022-1 Reserve Account in an amount equal to the initial 2022-1 Reserve Account Requirement; and (iv) pay certain costs associated with the issuance of the 2022-1 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT, ANY OF THE OTHER DISTRICTS OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022-1

BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022 TRUST ESTATE PLEDGED TO THE 2022 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2022-1 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments (as defined in the Master Indenture) and Redemption Price of, and the interest on, the 2022-1 Bonds, the nature and extent of the security thereby created, the covenants of the District and the applicable Other Districts with respect to the levy and collection of 2022 CI Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the registered Owners of the Bonds, and, by the acceptance of this Bond, the registered and beneficial Owners hereof assent to all of the provisions of the Indenture. The 2022 Bonds are equally and ratably secured by the 2022 Trust Estate, without preference or priority of one 2022 Bond over another provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the 2022 Bonds as to the lien and pledge of the 2022 Trust Estate, except under the circumstances set forth in the Supplemental Indenture.

The 2022-1 Bonds are issuable only as registered Bonds without coupons in current interest form in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Registrar (the "Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Registrar, subject to such reasonable regulations as the District or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new 2022-1 Bond or 2022-1 Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, 2022-1 Bonds may be exchanged for an equal aggregate principal amount of 2022-1 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2022-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or part on any date on or after May 1, 20[____], at the Redemption Price of the principal amount of the 2022-1 Bonds or portions thereof to be redeemed, together with accrued interest to the date of redemption.

The 2022-1 Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-1 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1</u>	<u>Amortization</u>	<u>May 1</u>	<u>Amortization</u>
<u>of the Year</u>	<u>Installment</u>	<u>of the Year</u>	<u>Installments</u>

* Maturity

The 2022-1 Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-1 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1</u>	<u>Amortization</u>	<u>May 1</u>	<u>Amortization</u>
<u>of the Year</u>	<u>Installment</u>	<u>of the Year</u>	<u>Installments</u>

* Maturity

As more particularly set forth in the Indenture, any 2022-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installments of 2022-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of 2022-1 Bonds so as to amortize the remaining Outstanding principal balance of the 2022-1 Bonds as set forth in the Supplemental Indenture.

The 2022-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part, pro rata, determined based on the Outstanding principal of each 2022-1 Term Bond divided by the total Outstanding principal amount of the 2022-1 Bonds, calculated by the District, and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) or on or after the Date of Completion of the 2022-1 CI Project, by application of moneys transferred from the 2022-1 Acquisition and Construction Subaccount to the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including 2022 Prepayment Principal, required by the Indenture to be deposited into the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account; or

(c) from amounts transferred to the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account resulting from surplus in the 2022-1 Reserve Account Requirement as provided for in the Indenture; or

(d) on and after the date on which the amount on deposit in the 2022-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2022-1 Bonds of a maturity shall be called for redemption, the particular 2022-1 Bonds or portions of 2022-1 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture or as provided or directed by DTC.

Notice of each redemption of 2022-1 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2022-1 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2022-1 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2022-1 Bonds or such portions thereof on such date, interest on such 2022-1 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2022-1 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2022-1 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence of non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2022-1 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

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

If the District deposits or causes to be deposited with the Trustee cash or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any 2022-1 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the 2022-1 Bonds as to the 2022 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

IN WITNESS WHEREOF, Southern Grove Community Development District No. 5 has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2022-1 Bonds designated herein, described in the within-mentioned Indenture.

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

Date of Authentication:

By: _____
Vice President

December _____, 2022

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for St. Lucie County, Florida on September 10, 2013.

Chairman

FORM OF ABBREVIATIONS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfer to Minors Act _____

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

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ this Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

No. 2022-2R-[]

\$[]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2022-2
(COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE)**

Interest Rate

Maturity Date

Dated Date

CUSIP NO.

Registered Owner: CEDE & CO.

Principal Amount: [] DOLLARS

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the Maturity Date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the hereinafter defined Indenture) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2023, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Registrar as the registered Owner of this Bond. All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Indenture (hereinafter defined). Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent

(collectively, the "Paying Agent"); provided, however, so long as the 2022-2 Bonds, as hereinafter defined, are held in book entry form presentation shall not be required and the book entry system for payments shall control. Payment of interest shall be made by check or draft (or by wire transfer to a bank in the United States for the account of the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the 2022-2 Bonds). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of Bonds of the District designated "Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable)" (the "2022-2 Bonds") and is issued together with a duly authorized issue of Bonds of the District designated "\$[] Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds" and, together with the 2022-2 Bonds, the "2022 Bonds"). The 2022 Bonds, together with any other Bonds issued under and governed by the terms of, the Master Indenture, are hereinafter collectively referred to as the "Bonds." The 2022 Bonds are being issued under a Master Trust Indenture, dated December 17, 2014 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as successor in interest to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by an Eighth Supplemental Indenture, dated as of December 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), between the District and the Trustee. The 2022-2 Bonds are issued in an aggregate principal amount of \$[], which together with other legally available funds of the District, will be used to (i) a portion of the Costs of the 2022-2 CI Project; (ii) pay interest coming due on the 2022-2 Bonds through November 1, 2023; (iii) make a deposit into the 2022-2 Reserve Account in an amount equal to the initial 2022-2 Reserve Account Requirement, which 2022-2 Reserve Account; and (iv) pay certain costs associated with the issuance of the 2022-2 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT, ANY OF THE OTHER DISTRICTS OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022-2 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022 TRUST ESTATE PLEDGED TO THE 2022 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the 2022-2 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments (as defined in the Master Indenture) and Redemption Price of, and the interest on, the 2022-2 Bonds, the nature and extent of the security thereby created, the covenants of the District and the applicable Other Districts with respect to the levy and collection of 2022 CI Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the registered Owners of the Bonds, and, by the acceptance of this Bond, the registered and beneficial Owners hereof assent to all of the provisions of the Indenture. The 2022 Bonds are equally and ratably secured by the 2022 Trust Estate, without preference or priority of one 2022 Bond over another, provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the 2022 Bonds as to the lien and pledge of the 2022 Trust Estate, except under the circumstances set forth in the Supplemental Indenture.

The 2022-2 Bonds are issuable only as registered Bonds without coupons in current interest form in Authorized Denominations. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Registrar (the "Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Registrar, subject to such reasonable regulations as the District or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new 2022-2 Bond or 2022-2 Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, 2022-2 Bonds may be exchanged for an equal aggregate principal amount of 2022-2 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2022-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or part on any date on or after May 1, 20[____] at the Redemption Price of the principal amount of the 2022-2 Bonds or portions thereof to be redeemed, together with accrued interest to the date of redemption.]

The 2022-2 Bonds maturing May 1, 20[____] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-2 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount

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

<u>May 1</u> <u>of the Year</u>	<u>Amortization</u> <u>Installment</u>	<u>May 1</u> <u>of the Year</u>	<u>Amortization</u> <u>Installments</u>
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* Maturity

As more particularly set forth in the Indenture, any 2022-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installments of 2022-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of 2022-2 Bonds so as to amortize the remaining Outstanding principal balance of the 2022-2 Bonds as set forth in the Supplemental Indenture.

The 2022-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, calculated by the District, and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) or on or after the Date of Completion of the 2022-2 CI Project, by application of moneys transferred from the 2022-2 Acquisition and Construction Subaccount to the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including 2022 Prepayment Principal, required by the Indenture to be deposited into the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account; or

(c) from amounts transferred to the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account resulting from surplus in the 2022-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on and after the date on which the amount on deposit in the 2022-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2022-2 Bonds of a maturity shall be called for redemption, the particular 2022 Bonds or portions of 2022-2 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture or as provided or directed by DTC.

Notice of each redemption of 2022-2 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2022-2 Bonds to be redeemed at the address of such registered Owner

recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2022-2 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2022-2 Bonds or such portions thereof on such date, interest on such 2022-2 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2022-2 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2022-2 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2022-2 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

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

If the District deposits or causes to be deposited with the Trustee cash or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the 2022-2 Bonds as to the 2022 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

IN WITNESS WHEREOF, Southern Grove Community Development District No. 5 has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2022-2 Bonds designated herein, described in the within-mentioned Indenture.

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

Date of Authentication:

By: _____
Vice President

December _____, 2022

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for St. Lucie County, Florida on September 10, 2013.

Chairman

FORM OF ABBREVIATIONS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform Transfer to Minors Act _____

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

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ this Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

EXHIBIT B

FORMS OF 2022 ACQUISITION AND CONSTRUCTION ACCOUNT REQUISITION

REQUISITION NO. _____

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

**SPECIAL ASSESSMENT BONDS, SERIES 2022-1
(COMMUNITY INFRASTRUCTURE)**

and

**SPECIAL ASSESSMENT BONDS, SERIES 2022-2
(COMMUNITY INFRASTRUCTURE) (FEDERALLY TAXABLE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2022 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Eighth Supplemental Indenture, dated as of December 1, 2022 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

The undersigned hereby certifies that (check the applicable box in 1. below):

1. This requisition is for a Cost of the 2022-1 CI Project payable from the 2022-1 Acquisition and Construction Subaccount and does **not** include any Cost related to the TIM Project _____

AND/OR

This requisition is for a Cost of the 2022-2 CI Project payable from the 2022-2 Acquisition and Construction Subaccount _____

AND

2. Each disbursement set forth above is a proper charge against the 2022-1 Acquisition and Construction Subaccount or the 2022-2 Acquisition and Construction Subaccount, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price for the 2022-1 CI Project or 2022-2 CI Project, as applicable, or repayment of advances for 2022-2 CI Project, in either case, pursuant to a written agreement between the District and the other party named therein receiving payment and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Responsible Officer

Date: _____

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2022-1 CI Project and/or 2022-2 CI Project, as applicable, with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2022-1 CI Project and/or 2022-2 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2022-1 CI Project and/or 2022-2 CI Project for which disbursement is made hereby, if acquisition or reimbursement is being made pursuant to an agreement.

[CONSULTING ENGINEER]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

FORM OF 2022 BONDS COSTS OF ISSUANCE ACCOUNT REQUISITION

COST OF ISSUANCE REQUISITION NO. __

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2022-1
(COMMUNITY INFRASTRUCTURE)
and
SPECIAL ASSESSMENT BONDS, SERIES 2022-2
(COMMUNITY INFRASTRUCTURE)
(FEDERALLY TAXABLE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2022-1 Costs of Issuance Subaccount and/or 2022-2 Costs of Issuance Subaccount created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by an Eighth Supplemental Indenture dated as of December 1, 2022 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:
- (D) Purpose for which paid or incurred:

The undersigned hereby certifies that:

The undersigned hereby certifies that (check the applicable boxes in 1. below):

- 1. This requisition is for Costs of Issuance payable from the 2022-1 Costs of Issuance Subaccount _____

AND/OR

This requisition is for Costs of Issuance payable from the 2022-2 Costs of Issuance Subaccount _____

AND

2. This requisition is for Costs of Issuance payable from the 2022-1 Costs of Issuance Subaccount and/or 2022-2 Costs of Issuance Subaccount, as applicable, that have not previously been paid; and
3. Each disbursement set forth above is a proper charge against 2022-1 Costs of Issuance Subaccount and/or 2022-2 Costs of Issuance Subaccount, as applicable.

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

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Responsible Officer

Date: _____

EXHIBIT D

DESCRIPTION OF 2022 CI PROJECT

[See 2022 Supplemental Engineer's Report attached hereto]

EXHIBIT B
FORM OF BOND PURCHASE CONTRACT

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
(Port St. Lucie, Florida)

\$ _____
Special Assessment Bonds, Series 2022-1
(Community Infrastructure)

\$ _____
Special Assessment Bonds, Series 2022-2
(Community Infrastructure) (Federally Taxable)

_____, 2022

BOND PURCHASE CONTRACT

Southern Grove Community Development District No. 5
c/o Special District Services, Inc., District Manager
10807 SW Tradition Square
Port St. Lucie, Florida 34987

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Bond Purchase Contract") with the Southern Grove Community Development District No. 5 (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 3 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Indenture (hereinafter defined) or Preliminary Limited Offering Memorandum (hereinafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the \$_____ aggregate principal amount of the Issuer's Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and \$_____ aggregate principal amount of the Issuer's Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "Bonds"). The Bonds shall be dated as of the date of their delivery and shall be payable on the dates and in the principal amounts, bear such rates of interest and be subject to optional and mandatory redemption, all as set forth in Exhibit A attached hereto, and shall be subject to extraordinary mandatory redemption as set forth in the Preliminary Limited Offering Memorandum (hereinafter defined). Interest on the Bonds is payable semi-annually on May 1 and November 1 each year, commencing [May 1, 2023]. The purchase price for the Bonds shall be \$_____ (representing the par amount of the Bonds of \$_____, [less/plus] [net]

original issue [discount/premium] of \$_____, and less an Underwriter's discount of \$_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Bonds. The Bonds are authorized and issued pursuant to Chapter 190, Florida Statutes, as amended, the District's Charter (Ordinance No. 07-37 (the "Ordinance") enacted by the governing body of the City of Port St. Lucie, Florida (the "City") on April 9, 2007, as amended) and other applicable provisions of law (collectively, the "Act"). The Bonds are being issued pursuant to the Act and a Master Trust Indenture (the "Master Indenture") dated December 17, 2014, entered into by the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by an Eighth Supplemental Trust Indenture (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") to be dated as of December 1, 2022, and entered into by the District and the Trustee and joined by the Other Districts and Resolution Nos. 2013-06 and 2022-15 adopted by the District on July 9, 2013 and November 2, 2022, respectively (collectively "Bond Resolutions"), authorizing the issuance of the Bonds. The 2022 CI Assessments, the revenues from which derived by the Issuer comprise the 2022 Pledged Revenues, will be levied by the Issuer, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9, and Southern Grove Community Development District No. 10 on certain lands within their respective boundaries comprising the 2022 Assessment Area pursuant to resolutions duly adopted by the Board of the District and the respective Board of Supervisors of the applicable Other Districts as part of the Assessment Proceedings (as defined in the Supplemental Indenture), including a resolution to be adopted prior to the issuance of the Bonds by the Board of the District, the Board of Supervisors of Southern Grove Community Development District No. 2, the Board of Supervisors of Southern Grove Community Development District No. 3, the Board of Supervisors of Southern Grove Community Development District No. 4, the Board of Supervisors of Southern Grove Community Development District No. 8, the Board of Supervisors of Southern Grove Community Development District No. 9 and the Board of Supervisors of Southern Grove Community Development District No. 10 (collectively, the "Assessment Resolutions"). The Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture.

The 2022-1 Bonds are being issued for the purpose of providing funds, which together with other legally available funds of the Issuer, will be applied to: (i) pay a portion of the Costs of the 2022-1 CI Project; (ii) pay a portion of the interest coming due on the 2022-1 Bonds; (iii) fund the 2022-1 Reserve Account in an amount equal to the initial 2022-1 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-1 Bonds. The 2022-2 Bonds are being issued for the purpose of providing funds, which together with other legally available funds of the Issuer, will be applied to: (i) pay a portion of the Costs of the 2022-2 CI Project; (ii) pay a

portion of the interest coming due on the 2022-2 Bonds; (iii) fund the 2022-2 Reserve Account in an amount equal to the initial 2022-2 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-2 Bonds.

The principal and interest on the Bonds are payable from and secured by the 2022 Trust Estate, which includes the 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts subject, however, to the provisions of the Supplemental Indenture with respect to portions of the 2022 Trust Estate which are held solely for the 2022-1 Bonds or 2022-2 Bonds, as applicable. The 2022 Pledged Revenues consist of the revenues derived from the 2022 CI Assessments levied against certain lands in the 2022 Assessment Area.

3. Delivery of Limited Offering Memorandum and Other Documents.

(a) Prior to the date hereof, the Issuer prepared the Preliminary Limited Offering Memorandum dated _____, 2022 (the "Preliminary Limited Offering Memorandum"), which the Issuer deemed final as of the date of the Preliminary Limited Offering Memorandum, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter and (ii) an executed original counterpart or certified copy of the Limited Offering Memorandum. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited offering and sale of the Bonds. The Underwriter agrees that it will

not confirm the sale of any Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The “end of the underwriting period” as used herein shall mean the Closing Date (as defined in Section 7 hereof). The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Contract and to perform its obligations hereunder.

5. Offering and Sale of Bonds; Establishment of Issue Price. (a) The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriter or wholesalers) of all of the Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Bonds. The Underwriter agrees to assist the Issuer in establishing the issue price of the 2022-1 Bonds and shall execute and deliver to the Issuer at Closing (as defined in Section 7 hereof) an “issue price” or similar certificate (the “Issue Price Certificate”), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit H, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2022-1 Bonds.

(b) Except as otherwise set forth in the Issue Price Certificate, the Issuer will treat the first price at which 10% of each maturity of the 2022-1 Bonds (the “10% test”) is sold to the public as of the Sale Date (as defined in the Issue Price Certificate) as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of 2022-1 Bonds.

(c) The Underwriter confirms that it has offered the 2022-1 Bonds to the public on or before the date of this Bond Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A of Exhibit H attached hereto, except as otherwise set forth therein. Schedule A reflects that as of the date of this Bond Purchase Contract, the 10% test has been satisfied for each maturity of the 2022-1 Bonds.

(d) The Underwriter confirms that there will not be any selling group agreements or any retail distribution agreements relating to the initial sale of the 2022-1 Bonds to the public.

(e) The Underwriter acknowledges that sales of any 2022-1 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2022-1 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2022-1 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2022-1 Bonds to the public),

(iii) a purchaser of any of the 2022-1 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Contract by all parties.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) The District is a local unit of special purpose government, an independent special district and political subdivision of the State of Florida, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions; (ii) enter into the District Development Interlocal Agreement, the City Interlocal Agreement, the TIM Project Interlocal Agreement, as amended, the Indenture, the Assignment and Assumption Agreements, this Bond Purchase Contract and the Continuing Disclosure Agreement dated the date of issuance and delivery of the Bonds among the Issuer and the other parties named therein (collectively the “Financing Documents”); (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the acquisition and/or construction of the 2022 CI Project; and (viii) levy, as applicable, and collect the 2022 CI Assessments. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Bonds. All conditions precedent in the District Development Interlocal Agreement to the issuance of the Bonds and the levying of the 2022 CI Assessments have been complied with in all material respects.

(b) The District has complied with the requirements of the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida, the District Development Interlocal Agreement, the City Interlocal Agreement, and the TIM Project Interlocal Agreement, as amended (collectively, the “Interlocal Agreements”) and the Assessment Proceedings in all matters relating to the Financing Documents and the Bonds, and the imposition and levy of the 2022 CI Assessments, in each case to the extent such requirements are required to have been met as of the date hereof.

(c) The District has duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, and the Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the execution, delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery hereof and thereof by the parties hereto and thereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing (hereinafter defined) in accordance with the provisions of this Bond Purchase Contract, the Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and a security interest in and to the 2022 Trust Estate pledged to the Bonds.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Bonds, is required to be obtained by the District in connection with the issuance and sale of the Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) To its knowledge, none of the District or the Other Districts (together, the "Districts") is in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which any of the Districts is a party or to which any of the Districts or any of their property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument, that could have a materially adverse effect on the business or operations of any of the Districts, and no event of default by any of the Districts has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of

Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Preliminary Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or the Other Districts or any of their supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Bonds or the proceedings relating to the 2022 CI Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the Districts, (4) the validity or enforceability of the Bonds, the Financing Documents, the 2022 CI Assessments, or any other agreement or instrument to which any of the Districts is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the 2022-1 Bonds, (6) the exemption under the Act of the Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Bonds, (9) the collection of the 2022 CI Assessments, the pledge of the 2022 CI Assessment Revenues under the Indenture to pay the principal or premium, if any, or interest on the Bonds, or (10) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or any supplement or amendment thereto.

(k) The District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the 2022 Trust Estate pledged to the Bonds with a lien thereon prior to or on a parity with the lien of the Bonds.

(l) Between the date of this Bond Purchase Contract and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Preliminary Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Contract nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Contract or the Limited Offering Memorandum or in

connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

(o) The District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

(p) The descriptions of the Bonds, the Financing Documents, and the 2022 CI Project in the Preliminary Limited Offering Memorandum conform in all material respects to the Bonds, the Financing Documents, and the 2022 CI Project.

(q) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the Issuer will use its best efforts to continue such qualifications in effect so long as required for the initial offering and distribution of the Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer or to incur any expenses in connection therewith.

(r) As of the date of the Preliminary Limited Offering Memorandum and (unless an event occurs of the nature described in Section 3c hereof) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than “permitted omissions” as permitted by the Rule) and in the Limited Offering Memorandum, are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading (the foregoing being referred to as the “10b5 Certification”); provided, however, no representation is made with respect to the following noted statements and information (the “Excluded Statements and Information”) under the caption “DESCRIPTION OF THE 2022 BONDS—Book-Entry Only System” and the second paragraph under the caption “UNDERWRITING.” Nothing has come to the Issuer’s attention which would lead it to believe that the Excluded Statements and Information in the Preliminary Limited Offering Memorandum (other than “permitted omissions” as permitted by the Rule), as of the date of the Preliminary Limited Offering Memorandum, and in the Limited Offering Memorandum, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) If the Limited Offering Memorandum is supplemented or amended pursuant to Section 3(c), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(t) The Issuer has not been notified of any listing or the proposed listing of the Issuer by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon.

(u) All proceedings heretofore undertaken by the Issuer and the Other Districts with respect to the 2022 CI Assessments, including adoption of the resolutions comprising the Assessment Resolutions that have been adopted prior to the date hereof, were undertaken in accordance with Florida law. Upon issuance of the Bonds, the 2022 CI Assessments, as initially levied and as may be reallocated from time to time in accordance with the Assessment Resolutions and the Special Assessment Methodology Report included as an appendix to the Limited Offering Memorandum (the "Methodology Report"), will constitute legal, valid, binding and enforceable liens upon the property against which such 2022 CI Assessments are assessed, co-equal with the lien of all county, district and municipal ad valorem taxes and non-ad valorem assessments, and superior in dignity to all other liens, titles and claims, until paid. The levy of the 2022 CI Assessments will be sufficient to pay the Debt Service Requirements on the Bonds through the final maturity thereof.

(v) The Issuer has not failed to comply, in any material respects, with its previously undertaken continuing disclosure commitments within the meaning of the Rule.

(w) The Issuer certifies that it was not organized and will not be operated to perpetuate private control by the Master Developer or other nongovernmental persons, and that it will not act or fail to act in a manner that delays the transition of the Board to a public electorate that is elected by qualified electors in accordance with the Act and that it reasonably expects that the election of members of the Board of Supervisors by qualified electors will commence with the November, 2022 election.

7. The Closing. At 12:00 noon, New York time, on December __, 2022, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree (the "Closing Date"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a

failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Contract. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Contract to cause the purchase, acceptance of delivery and payment for the Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct in all material respects on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Contract and the Indenture as of the date of Closing and there shall be no material change to the information supplied to Disclosure Counsel and the Underwriter as part of their due diligence efforts;

(b) At the Closing, (1) the Ordinance, the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the 2022 CI Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) A certified copy of the Ordinance, with only such supplements or amendments as may have been agreed to by the Underwriter;

(2) The Bond Resolutions and the Assessment Resolutions, certified by authorized officers of the District under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Indenture, certified by authorized officers of the District as true and correct copies;

(4) Executed copies of the Financing Documents;

(5) The Limited Offering Memorandum, executed on behalf of the District by the Chair or Vice Chair of its Board of Supervisors, and each supplement or amendment, if any, thereto;

(6) A certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and Secretary or Assistant Secretary of its Board of Supervisors, in substantially the form of Exhibit C hereto;

(7) An opinion, dated the date of Closing, of Greenspoon Marder LLP, Bond Counsel, substantially in the form attached as an appendix to the Limited Offering Memorandum, together with a letter addressed to the Underwriter to the effect that the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to it;

(8) A supplemental opinion of Greenspoon Marder LLP, Bond Counsel, addressed to the Issuer and Underwriter, dated the date of Closing, substantially in the form included in Composite Exhibit G hereto and an opinion of Greenspoon Marder LLP, Disclosure Counsel, dated the date of Closing, substantially in the form included in Composite Exhibit G hereto, with a reliance letter to the Underwriter;

(9) An opinion, dated the date of Closing and addressed to the Issuer and the Underwriter, of Gonano & Harrell, District Counsel, in substantially the form of Exhibit D hereto;

(10) A copy of the final special assessment methodology report prepared by Special District Services, Inc. (the "Assessment Consultant") in the form attached as an appendix to the Limited Offering Memorandum and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(11) An opinion, dated the date of Closing and addressed to the Underwriter, the Issuer and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and a customary authorization and incumbency certificate, dated the Closing Date, signed by authorized officers of the Trustee;

(12) An executed copy of the Consulting Engineer's Report in the form attached as an appendix to the Limited Offering Memorandum and a certificate from the Issuer's Consulting Engineers, in substantially the form attached hereto as Exhibit F, dated the Closing Date and addressed to the Issuer and the Underwriter;

(13) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the Closing Date, it is not expected that the proceeds of the 2022-1 Bonds will be used in a manner that would cause the 2022-1 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended, in a form acceptable to Bond Counsel;

(14) Specimen Bonds;

(15) A copy of the executed Blanket Issuer Letter of Representations between the District and The Depository Trust Company, New York, New York;

(16) A certificate executed by the District Manager that all resolutions required to be published by Florida law in connection with the 2022 CI Assessments have been published in accordance with the requirements of Florida law;

(17) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(18) Evidence of a final judgment of validation of the Bonds from the Circuit Court in and for St. Lucie County, Florida and a related certificate of no appeal; and

(19) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the 2022-1 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Contract shall be deemed to be in compliance with the

provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance and delivery and payment for the Bonds contained in this Bond Purchase Contract, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Bonds shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Contract by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Bonds or the market price thereof, or the sale, at the offering prices set forth in the inside cover of the Limited Offering Memorandum, by the Underwriter of the Bonds, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Bonds, as contemplated hereby, or the interest thereon; or

(b) a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made (including, without limitation, in the case of the Internal Revenue Service, a technical advice memorandum or other statement by the Chief Counsel of the Internal Revenue Service), with respect to the Federal taxation upon revenues or other income of the general

character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the Federal income tax consequences of any of the transactions contemplated in connection herewith and, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds, or the sale, at the offering prices set forth on the inside cover of the Limited Offering Memorandum referred to in this Section 9 as the "offering prices"), by the Underwriter of the Bonds, or the market price generally of obligations of the general character of the Bonds and/or results in Bond Counsel to the District being unwilling or unable to render the opinion of Bond Counsel in the form set forth as an appendix to the Preliminary Limited Offering Memorandum; or

(c) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered or any tax exemption granted or authorized by the State of Florida shall be modified, which in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or

(d) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by them; or

(e) there shall have occurred any outbreak or escalation of hostility or declaration by the United States of a national emergency or war or other national or international calamity or crisis including a financial crisis, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against the State of Florida or any subdivision, agency or instrumentality of such State, there shall have occurred a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations, the effect of which on the financial markets being such as, in the reasonable opinion of the Underwriter, would materially adversely affect the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter; or

(f) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies; or

(g) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision

by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby; or

(h) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or

(i) there shall have occurred, after the signing hereof, either a financial crisis with respect to the Issuer or a default with respect to the debt obligations of the Issuer or any material adverse change in the affairs of the District or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer; or

(j) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred, which in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or

(k) any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or

(l) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Bonds, the 2022 CI Assessments or the Financing Documents; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may, in its sole discretion, accept an opinion by Bond Counsel, or of other counsel

acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(m) the Issuer has, without the prior written consent of the Underwriter, offered or issued any bonds or notes (other than the Bonds), or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Issuer, other than in the ordinary course of its business or any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum and/or such amendment or supplement, if made, in the reasonable opinion of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the sale, at the contemplated offering prices, by the Underwriter thereof.

If the District shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained herein and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds hereunder shall terminate, neither the Underwriter nor the District shall be under further obligation hereunder and neither the Underwriter nor any other person shall have any further action for damages, specific performance or any other legal or equitable relief against the District, provided that the respective obligations of the parties to pay expenses, as provided in Section 10 hereof, shall continue in full force and effect.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including but not limited to: (i) the cost of the preparation and distribution or printing of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and, subject to Section 3, any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (ii) the cost of registering the Bonds in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for such Bonds; and (iii) the fees, expenses and disbursements of the Trustee, counsel to the District, Bond Counsel, Disclosure Counsel, counsel to the Underwriter, the District's employees and the District engineers and any other experts or consultants retained by the District. The District shall pay for expenses (which may be included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the District's employees which are incidental to implementing this Bond Purchase Contract, including, but not limited to, meals, transportation and lodging of those employees.

(b) The Underwriter agrees to pay (from the expense component of the Underwriter's discount) (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the cost of preparing and printing the blue sky and legal investment memoranda, if any and filing fees in connection with the aforementioned blue sky and legal investment memoranda, if any, other than the costs of preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; and (iii) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds.

11. Particular Covenants. The District covenants and agrees with the Underwriter as follows:

(a) The District shall furnish or cause to be furnished to the Underwriter, without charge, as many copies of the Limited Offering Memorandum as the Underwriter may reasonably request;

(b) Before revising, amending or supplementing the Limited Offering Memorandum, the District shall furnish a copy of the revised Limited Offering Memorandum or such amendment or supplement to the Underwriter. If in the opinion of the District and the Underwriter a supplement or amendment to the Limited Offering Memorandum is required, the District will supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter and its counsel; and

(c) The District agrees to execute the Disclosure Agreement substantially in the form set forth as an appendix in the Preliminary Limited Offering Memorandum and a customary dissemination agent agreement with the dissemination agent named therein. The District represents and warrants that all resolutions and actions have been taken to authorize and empower the District to execute such Disclosure Agreement.

12. Survival of Representations. All representations, warranties and agreements of the District hereunder shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter and the Underwriter's right to rely thereon shall survive the delivery of the Bonds and any termination of this Bond Purchase Contract.

13. Relationship. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract, and (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate. The District has received, and acknowledged and agreed to the matters set forth in, the Underwriter's G-17 Disclosure Letter previously sent to the District by the Underwriter.

14. Notices. Any notice or other communication to be given to the District under this Bond Purchase Contract may be given by delivering same, in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Contract may be given by delivering the same in writing to MBS Capital Markets, LLC, 152 Lincoln Avenue, Winter Park, Florida, 32789, Attention: Brett Sealy, Managing Partner.

15. Parties in Interest. This Bond Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Bonds pursuant to this Bond Purchase Contract; or (iii) any termination of this Bond Purchase Contract but only to the extent provided by the last paragraph of Section 9 hereof.

16. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

17. Effectiveness. This Bond Purchase Contract shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair and shall be valid and enforceable at the time of such acceptance.

18. Counterparts. This Bond Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

19. Headings. The headings of the sections of this Bond Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

20. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Contract shall be governed by the laws of the State of Florida.

21. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue \$_____ of the 2022-1 Bonds for the purposes set forth in Section 2 hereof. The 2022-1 Bonds are expected to be repaid over a period of approximately __ years. At a true interest cost rate of _____%, total interest paid over the life of the 2022-1 Bonds will be \$_____, inclusive of capitalized interest. The Issuer is proposing to issue \$_____ of the 2022-2 Bonds for the purposes set forth in Section 2 hereof. The 2022-2 Bonds are expected to be repaid over a period of approximately __ years. At a true interest cost rate of _____%, total interest paid over the life of the 2022-2 Bonds will be \$_____, inclusive of capitalized interest.

(b) The primary source of repayment for the 2022 Bonds is the 2022 Pledged Revenues (as described in Section 2 hereof). Authorizing the 2022 Bonds will result in an average of approximately \$_____ not being available to finance other services of the Issuer every year for approximately __ years.

22. General. This Bond Purchase Contract shall constitute the entire agreement, and supersedes any and all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof; provided however, that in the event the 2022 Bonds are not issued, the District would not be entitled to impose and collect the 2022 CI Assessments in the amount of the principal of and interest on the 2022 Bonds. In light of the foregoing, the issuance of the 2022 Bonds is not estimated to result in a reduction of revenues of the District being available to finance other services of the District during the life of the 2022 Bonds.

[Signatures on following page]

Very truly yours,

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

Accepted by:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Frank Covelli, Chair

[Signature Page | Bond Purchase Contract]

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS AND INITIAL CUSIP NUMBERS*

[To come]

REDEMPTION PROVISIONS

[To come]

* The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Bond Purchase Contract.

EXHIBIT B

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
(Port St. Lucie, Florida)

\$ _____
Special Assessment Bonds, Series 2022-1
(Community Infrastructure)

\$ _____
Special Assessment Bonds, Series 2022-2
(Community Infrastructure) (Federally Taxable)

DISCLOSURE STATEMENT

_____, 2022

Southern Grove Community Development District No. 5
City of Port St. Lucie County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract dated as of _____, 2022 (the "Purchase Agreement") between the Underwriter and Southern Grove Community Development District No. 5 (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$_____ (_____%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds is \$_____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.

(d) The components of the Underwriter's discount are as follows:

	<u>Per \$1,000</u>		
Management Fee:		or	\$
Takedown:		or	
Expenses:	_____	or	_____
			\$

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<hr/>	
Total	\$

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors of Southern Grove Community Development District No. 5 (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(6) of the Bond Purchase Contract dated _____, 2022, with the District (the "Bond Purchase Contract") in connection with the issuance by the District of \$_____ aggregate principal amount of its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and its \$_____ aggregate principal amount of its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Contract or in the Eighth Supplemental Trust Indenture dated December 1, 2022, between the District and U.S. Bank Trust Company, National Association, as Trustee, and joined in by the Other Districts (the "Supplemental Indenture")):

1. Frank Covelli is the duly appointed and acting Chair of the Board of Supervisors of the District. B. Frank Sakuma, Jr. is the duly appointed and acting Secretary to the Board of Supervisors of the District, authorized by resolution of the Board of Supervisors of the District pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District. Each of said persons since his/her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board of Supervisors of the District holding the office set forth in the prior sentences, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District: **[Update after November election]**

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Frank Covelli	Chair	11/24
Anissa Cruz	Vice Chair	11/22
Steven Dassa	Supervisor	11/24
David Graham	Supervisor	11/22
Wesley McCurry	Supervisor	11/22

3. The seal, an impression of which appears below, was duly adopted by the District as its official seal and is the only legally adopted, proper and official seal of the District.

4. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on July 9, 2013, and November 2, 2022, duly adopted Resolution Nos. 2013-06 and 2022-15, respectively (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

5. The Assessment Proceedings (as defined in the Supplemental Indenture), including the resolutions that are part of the Assessment Proceedings (collectively, the "Assessment Resolutions") are in full force and effect on the date hereof.

6. The District and the Other Districts have complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the 2022 CI Assessments.

7. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolutions or the Financing Documents.

8. Each of the representations and warranties made by the District in the Bond Purchase Contract were true and accurate in all material respects when made and are true and accurate in all material respects on and as of this date.

9. The District has complied in all material respects with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Bonds pursuant to the Bond Purchase Contract, the Bond Resolution, the Assessment Resolutions and the Financing Documents.

10. Since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the Other Districts, and the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum. Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or the Other Districts or any of their supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Bonds or the Assessment Proceedings relating to the 2022 CI Assessments, (2) the organization, existence or powers of any of the Districts or any of their supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of any of the Districts, (4) the validity or enforceability of the Bonds, the Financing Documents, the 2022 CI Assessments, or any other agreement or instrument to which any of the Districts is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the 2022-1 Bonds,

(6) the exemption under the Act of the Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Bonds, (9) the collection of the 2022 CI Assessments, the pledge of the 2022 CI Assessment Revenues under the Indenture to pay the principal or premium, if any, or interest on the Bonds, or (10) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or Limited Offering Memorandum or any supplement or amendment thereto.

11. The statements and information contained in the Preliminary Limited Offering Memorandum (other than "permitted omissions" as permitted by the Rule), as of its date, and in the Limited Offering Memorandum, as of its date and as of the date hereof, are accurate in all material respects for the purposes for which their use is authorized and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading (the foregoing being referred to as the "10b5 Certification"); provided, however, no representation is made with respect to the following noted statements and information (the "Excluded Statements and Information") under the caption "DESCRIPTION OF THE 2022 BONDS—Book-Entry Only System" and the second paragraph under the caption "UNDERWRITING." Nothing has come to the Issuer's attention which would lead it to believe that the Excluded Statements and Information in the Preliminary Limited Offering Memorandum (other than "permitted omissions" as permitted by the Rule), as of its date, and in the Limited Offering Memorandum, as of its date and as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, we have hereunder set our hands this ____ day of December, 2022.

By: _____

Frank Covelli,
Chair, Board of Supervisors

By: _____

B. Frank Sakuma, Jr.
Secretary, Board of Supervisors

EXHIBIT D

FORM OF OPINION OF COUNSEL TO DISTRICT

December __, 2022

Board of Supervisors
Southern Grove Community Development District No. 5
Port St. Lucie, Florida

Greenspoon Marder LLP, as bond counsel and disclosure counsel
Fort Lauderdale, Florida

MBS Capital Markets, LLC, as underwriter
Winter Park, Florida

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

Re: \$_____ Southern Grove Community Development District No. 5
Special Assessment Bonds, Series 2022-1 (Community Infrastructure) and
\$_____ Southern Grove Community Development District No. 5
Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally
Taxable)

Ladies and Gentlemen:

We have acted as counsel to the Southern Grove Community Development District No. 5 (the "District" or the "Issuer") and as counsel to the Southern Grove Community Development District Nos. 1, 2, 3, 4, 6, 7, 8, 9 and 10 (collectively, the "Other Districts") in connection with the issuance, sale, and delivery of the \$_____ Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and \$_____ Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds"). The 2022 Bonds are being initially issued and delivered on this date pursuant to the Constitution and laws of the State of Florida, including particularly, Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended, and Ordinance No. 07-37 enacted by the City Commission of the City of Port St. Lucie, Florida on April 9, 2007, as amended (collectively, the

“Act”) and Resolution No. 2013-06 adopted by the Board of Supervisors of the District (the “Board”) on July 9, 2013, as supplemented by Resolution No. 2022-15 adopted by the Board on November 2, 2022 (collectively, the “Resolution”). The 2022 Bonds are also being issued pursuant to that certain Second Amended and Restated District Development Interlocal Agreement amended and restated as of July 9, 2013, as amended on November 15, 2019 (the “Interlocal Agreement”) and a Master Trust Indenture dated December 17, 2014 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”), as supplemented by an Eighth Supplemental Trust Indenture, between the District and the Trustee and joined in by the Other Districts dated as of December 1, 2022 (the “Eighth Supplemental Indenture” and, together with the Master Indenture, the “Indenture”).

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Bond Purchase Contract dated _____, 2022 (the “Bond Purchase Contract”) between the Issuer and MBS Capital Markets, LLC (the “Underwriter”) and the Limited Offering Memorandum dated _____, 2022, relating to the 2022 Bonds (the “Limited Offering Memorandum”).

In our capacity as counsel to the Issuer and the Other Districts, we have examined such certified documents, proceedings, and other papers, and have made such examination of law, as we have deemed necessary or appropriate to render this opinion. We have also attended various meetings of the Issuer and the Other Districts, and have participated in conferences from time to time with representatives of the Issuer and the Other Districts, the Underwriter, Bond Counsel to the Issuer, Disclosure Counsel to the Issuer, counsel to the Underwriter, the Issuer’s assessment methodology consultant, and the Issuer’s Consulting Engineers relative to the Limited Offering Memorandum and the related documents described below.

Based upon the foregoing, we are of the opinion that:

1. The Act is valid under the Constitution and laws of the State, each of the Issuer and the Other Districts was duly created by the enactment of the Ordinance or of the respective ordinance establishing each of the Other Districts, and each validly exists as a community development district and a political subdivision of the State of Florida under, pursuant to, and with such powers as set forth in the Act. The District has good right and lawful authority, among other things, to finance, own and operate the portions of the 2022 CI Project not dedicated to other state and local governmental entities, and to complete the acquisition and/or construction of the 2022 CI Project and provide funds therefore with proceeds of the 2022 Bonds. The Issuer and the Other Districts have good right and lawful authority to levy and collect the Community Infrastructure Assessments, of which the 2022 CI Assessments are a part, pursuant to the Assessment Proceedings. The Issuer, Southern Grove Community Development District No. 2 (“District No. 2”), Southern Grove Community Development District No. 3 (“District No. 3”), Southern Grove Community Development District No. 4 (“District No. 4”), Southern Grove Community Development District No. 8 (“District No. 8”), Southern Grove Community Development District No. 9 (“District No. 9”), and Southern Grove Community Development District No. 10 (“District No. 10”) have good right and lawful authority to levy and collect the

2022 CI Assessments in the portions of the 2022 Assessment Area within their respective boundaries. The Issuer and each of the Other Districts, to the extent they are a party to such instruments (through joinder or otherwise), has good right and lawful authority to execute and perform under the terms and conditions of the Indenture, the Bond Purchase Contract, the Continuing Disclosure Agreement, the Assignment and Assumption Agreements, the District Development Interlocal Agreement, the City Interlocal Agreement and the TIM Project Interlocal Agreement, as amended (collectively, the “Financing Documents”). The Board of Supervisors is the duly elected governing body of the District.

2. The Issuer is authorized under the Constitution and the laws of the State of Florida, including the Act, (a) to issue the 2022 Bonds for the purposes for which they are to be issued, (b) to secure the 2022 Bonds as provided in the Indenture, and (c) to enter into and perform under the Financing Documents and to collect and/or receive all of the 2022 CI Assessment Revenues. Each of the Other Districts is authorized under the Constitution and the laws of the State of Florida, including the Act, to enter into and perform under the District Development Interlocal Agreement, the City Interlocal Agreement and the TIM Project Interlocal Agreement, as amended (collectively, the “Interlocal Agreements”) and to join in the Indenture.

3. The Issuer has full right, power, and authority (a) to adopt the Resolution authorizing the issuance of the Bonds and the execution and delivery of the Financing Documents, (b) to execute, deliver, and perform its obligations under the 2022 Bonds and the Financing Documents, and (c) to consummate the transactions contemplated by such instruments, and the Issuer has complied with all provisions of applicable law in all matters relating to such transactions. Each of the Other Districts has full right, power, and authority to execute, deliver, and perform its obligations under the Interlocal Agreements and the Indenture and to consummate the transactions contemplated by such instruments, and each of the Other Districts has complied with all provisions of applicable law in all matters relating to such transactions.

4. The Issuer has duly authorized the execution, as applicable, delivery, and lawful distribution of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum.

5. The Issuer has duly authorized all necessary action to be taken by it for (a) the issuance of the 2022 Bonds and the sale of the 2022 Bonds upon the terms set forth in the Bond Purchase Contract and in the Limited Offering Memorandum, (b) the receipt of the 2022 CI Assessments, and (c) the execution and delivery of the 2022 Bonds and the Financing Documents and any and all such other agreements and documents as may be required to be executed, delivered, and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the 2022 Bonds, the Resolution, the Assessment Proceedings and the Financing Documents. Each of the Other Districts has duly authorized all necessary action to be taken by it for the execution, delivery, and receipt of the Interlocal Agreements and the Indenture, and any and all such other agreements and documents as may be required to be executed, delivered, and received by each of the Other Districts in order to carry out, give effect

to, and consummate the transactions contemplated by the Interlocal Agreements and the Indenture and for the Issuer to receive the 2022 CI Assessments.

6. All proceedings undertaken by the Issuer and the Other Districts with respect to the 2022 CI Assessments have been in accordance with applicable Florida law and the District and the Other Districts have taken all action necessary for the Issuer, District No. 2, District No. 3, District No. 4, District No. 8, District No. 9 and District No. 10 to assess and impose the 2022 CI Assessments in the portions of the 2022 Assessment Area within their respective boundaries. The 2022 CI Assessments as initially levied and as may be reallocated from time to time in accordance with the Assessment Proceedings are legal, valid, and binding first liens upon the property against which such 2022 CI Assessments are made, co-equal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims, until paid.

7. On the date hereof, the Resolution and the Assessment Proceedings are in full force and have been duly adopted by the District and, where applicable, the Other Districts. On the date hereof, assuming the due authorization, execution, and delivery of such instruments by the other parties thereto and the authority of such other parties to perform such instruments, the 2022 Bonds and the Financing Documents will constitute legal, valid, and binding obligations of the District (and, with respect to each of the Other Districts, the Interlocal Agreements and the Indenture, will constitute the legal, valid, and binding obligations of each of the Other Districts), enforceable in accordance with their respective terms except to the extent that such enforceability may be limited by (a) any applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws now or hereafter in effect, affecting enforcement or creditors' rights generally, including but not limited to, the federal Bankruptcy Code and all other applicable federal or state bankruptcy, insolvency, reorganization, receivership, moratorium, and assignment for the benefit or creditor's laws, including state fraudulent transfer laws; and (b) the effect of general principles of equity, whether applied by a court of law or equity or other tribunal, and the exercise of judicial discretion, including, but not limited to, (i) principles governing the availability of specific performance, injunctive relief, or other traditional equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made, (ii) principles affording traditional equitable defenses (e.g., waiver, laches, and estoppel) as applied to a party seeking enforcement, (iii) the requirement of good faith and fair dealing in the performance and enforcement of an agreement on the part of the party seeking enforcement after the agreement has been entered into, (iv) the reasonableness of the enforcing party's conduct or of enforcing a particular provision, after the agreement has been entered into, in light of the circumstances existing at the time of such conduct or attempted enforcement, (v) the materiality of the breach, and (vii) unconscionableness, as applied to the enforcing party's conduct after the agreement is entered into and at or before the time of attempted enforcement; and subject further to the qualification that the enforcement of any indemnification provision may be limited by federal or state securities laws, public policy considerations, or the application of sovereign immunity.

8. The adoption of the Resolution and the Assessment Proceedings, the execution and delivery by the District of the Limited Offering Memorandum and the authorization of the distribution thereof and of the Preliminary Limited Offering Memorandum by the Underwriter, the execution and delivery by the Issuer of the 2022 Bonds and the Financing Documents, and to our knowledge, the consummation of the transactions described in all of the foregoing documents, did not at the time of such adoption, authorization, execution, delivery, or distribution, do not on the date hereof, and will not at the time of such consummation, conflict with or constitute on the part of the District (or of the Other Districts in the case of the Interlocal Agreements, the Assessment Proceedings and the Indenture) a breach or violation of the terms and provisions of, or constitute a default under, (a) any existing constitution, law, court or administrative rule, or regulation to which it (or any of the Other Districts) is subject, or any decree, order, or judgment to which it is a party or by which it is bound in force and effect on the date hereof, (b) any existing agreement, indenture, mortgage, lease, deed of trust, note, or other instrument known to it and to which the District (or any of the Other Districts) is subject or by which it or its properties are or may be bound, and (c) will not result in the creation or imposition of any encumbrance upon any of the properties or assets of the District (or any of the Other Districts) other than those contemplated by the Indenture.

9. To our knowledge and based upon representations of the District and of the Other Districts, neither the District nor any of the Other Districts is in default under the terms and provisions of the Indenture or the Interlocal Agreements. In addition, neither the District nor any of the Other Districts is in default under any agreement, indenture, mortgage, lease, deed of trust, note, or other instrument to which such District is subject or by which it or its properties are or may be bound, which default would have a material adverse effect on the condition of such District, financial or otherwise.

10. To our knowledge after reasonable inquiry, and based upon representations of the District and of the Other Districts, there is no action, suit, or proceeding at law or in equity by or before any court or public board or body pending or threatened against the District or of any of the Other Districts (or any basis therefore) (a) seeking to restrain or enjoin the issuance or delivery of the 2022 Bonds or the application of the proceeds thereof, (b) contesting or affecting the authority for the 2022 CI Assessments or the issuance of the 2022 Bonds or the validity or enforceability of the 2022 Bonds or the Financing Documents, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the District or of any of the Other Districts or any of their Supervisors, officers or employees, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the District or of any of the Other Districts, including its power to enter into the applicable Financing Documents, or the power of the Issuer, District No. 2, District No. 3, District No. 4, District No. 8, District No. 9 or District No. 10 to impose the 2022 CI Assessments or of the Issuer to receive any of the 2022 CI Assessments.

11. All permits, consents, or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District and the Other Districts of the transactions described in the Limited Offering Memorandum and contemplated by the Indenture,

and required to be obtained or made have been obtained or made or there is no reason to believe they will not be obtained or made when required, and all conditions prescribed in the Indenture as precedent to the issuance of the 2022 Bonds have been fulfilled, provided, however, that no opinion is expressed regarding the current status of any specific land use or environmental permit, license, or other similar governmental regulatory approval.

12. In the course of our representation of the District and of the Other Districts, nothing has come to our attention that would lead us to believe that the statements contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum as such statements relate to the District, the Other Districts, or applicable Florida law under the captions or subcaptions "INTRODUCTION," "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS," "Additional Assessments," "Enforcement of Payment of Assessments," "Prepayments of 2022 CI Assessments," "Adjustments to 2022 CI Assessments" and "Acquisition Agreement," "THE INTERLOCAL AGREEMENTS," "THE DISTRICT," "THE 2022 CI PROJECT," and "LITIGATION," (except for any financial or statistical data contained therein, as to which no view is expressed) contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "CONTINUING DISCLOSURE," and "ENFORCEABILITY OF REMEDIES" is a fair and accurate summary of the law, documents, and facts, as applicable, summarized therein, provided, however, that no view is expressed as to any description, explanation, or interpretation of state or federal securities law or requirements nor as to any statement regarding compliance with any state or federal securities law or requirement contained therein, including but not limited to whether the Continuing Disclosure Agreement complies with Rule 15c2-12.

13. Pursuant to the District Development Interlocal Agreement, Southern Grove Community Development District No. 1 ("District No. 1") is duly authorized to collect and enforce the collection of the 2022 CI Assessments and to pay the same to the Trustee promptly upon receipt. Pursuant to the District Development Interlocal Agreement District No. 1 has been delegated the authority to operate and maintain the 2022 CI Project and to collect and enforce the collection of operation and maintenance assessments as required for such operation and maintenance. District No. 1 has accepted the authorization described above.

This opinion shall not be deemed or treated as an offering circular, prospectus, official statement, or other disclosure statement to be used in connection with the sale or delivery of the 2022 Bonds.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents, and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities, and have not verified the accuracy or truthfulness thereof. We have also assumed

the genuineness of the signatures appearing on such public records, certifications, documents, and proceedings.

This opinion is limited to the matters set forth herein and to the laws of the State of Florida in effect as of the date hereof, with no continuing obligation to update such matters, and has been rendered at the request of the District in satisfaction of your requirements. No opinion is expressed with respect to the laws of any other jurisdiction or state, nor as to the applicability of any Blue Sky law, state or federal securities law, legal investment law, or federal tax law. It is intended for your use and benefit solely in connection with the referenced transaction and accordingly it is not to be used, published, quoted, copied, or relied upon in any manner by any party other than you, including but not limited to any governmental agency, or in connection with any other transaction, without our prior written consent.

Respectfully submitted,

DANIEL B. HARRELL, P.A., dba
GONANO & HARRELL

Daniel B. Harrell

EXHIBIT E

CERTIFICATE OF SPECIAL DISTRICT SERVICES, INC.

I, _____ of Special District Services, Inc., do hereby certify to Southern Grove Community Development District No. 5 (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Special Assessment Bonds, Series 2022-1 (Community Infrastructure) and its \$_____ Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (together, the "2022 Bonds") as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated _____, 2022 relating to the 2022 Bonds (the "Limited Offering Memorandum")):

1. Special District Services, Inc. has been retained by the District to prepare the [Preliminary Seventh Supplemental Assessment Methodology Report for 2022 Bonds dated _____, 2022] (the "Preliminary Report") and the [Seventh Supplemental Assessment Methodology Report for 2022 Bonds dated _____, 2022] which is a part of the Assessment Proceedings of the District and the Other Districts (the "Report");
2. The 2022 CI Assessments when, as and if allocated in accordance with the methodology illustrated in such Report will be sufficient to meet the debt service requirements on the 2022 Bonds through the final maturity thereof;
3. Special District Services, Inc. consents to the use of the Preliminary Report included as an appendix to the Preliminary Limited Offering Memorandum dated _____, 2022 (the "Preliminary Limited Offering Memorandum") and to the use of the Report included as an appendix to the Limited Offering Memorandum;
4. Special District Services, Inc. consents to the references to the firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum;
5. The Preliminary Report and the Report were each prepared in accordance with all applicable provisions of Florida law;
6. The information contained in the Preliminary Report and the Report and in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the caption "SPECIAL ASSESSMENT METHODOLOGY" is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading; and
7. Except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable.

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of December,
2022.

SPECIAL DISTRICT SERVICES, INC.

By: _____

Name: _____

Title: _____

EXHIBIT F

CERTIFICATE OF ISSUER'S CONSULTING ENGINEERS

December __, 2022

Southern Grove Community Development District No. 5
Port St. Lucie, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$_____ Southern Grove Community Development District No. 5
Special Assessment Bonds, Series 2022-1 (Community Infrastructure) ("2022-1
Bonds") and \$_____ Southern Grove Community Development District No.
5 Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally
Taxable) ("2022-2 Bonds")

Ladies and Gentlemen:

The undersigned firm (the "Firm") serves as the Consulting Engineers to Southern Grove Community Development District No. 5 (the "District"). This certificate is furnished pursuant to the Bond Purchase Contract dated _____, 2022 between the District and MBS Capital Markets, LLC (the "Bond Purchase Contract") relating to the sale of the above-captioned 2022-1 Bonds and 2022-2 Bonds (together, the "Bonds"). Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in said Bond Purchase Contract or in the Limited Offering Memorandum dated _____, 2022 relating to the Bonds (the "Limited Offering Memorandum").

1. The Firm has been retained by the District to serve as the Consulting Engineers and to prepare the supplemental engineer's report dated _____, 2022 (the "Report") included as an appendix to the Preliminary Limited Offering Memorandum dated _____, 2022, as supplemented relating to the Bonds (the "Preliminary Limited Offering Memorandum") and the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the inclusion of the Report as Appendix A to each of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, respectively. In connection with the preparation of the Report personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel, the Master Developer, and others in regard to the 2022 CI Project and other Community Infrastructure described in the Report.

2. The Report was prepared in accordance with generally accepted engineering practices.

3. The information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under “THE 2022 CI PROJECT” and in the Report attached as Appendix A to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that the information under such heading and or in the Report contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

4. Any applicable governmental or regulatory agency permits, consents, licenses and approvals that are required to complete the 2022 CI Project, as described in the Limited Offering Memorandum and the Report, and other Community Infrastructure described in the Report, may be obtained in the ordinary course and there is no reason to believe such permits, consents, licenses and approvals will not be made or obtained as required.

5. Expenditure of the proceeds of the Bonds, remaining proceeds of prior debt issuances of the District and prepaid Community Infrastructure special assessments (as described in the Report) is expected to occur within the time frame as shown in the Report.

6. The purchase price to be paid by the District for the 2022 CI Project and any other Community Infrastructure improvements will be no more than the lesser of: (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements.

7. The 2022 CI Project and other components of the Community Infrastructure described in the Report consist solely of infrastructure and other improvements permitted under Section 190.012, Florida Statutes. The 2022 CI Project and any other components of the Community Infrastructure on which proceeds of the [2022-1] Bonds may be expended are described in the Report or will be described in a future supplemental engineer’s report relating to Community Infrastructure and will be (i) owned by a governmental entity other than the Federal government; (ii) located on public property or within public rights of way or easements, and (iii) accessible by the general public and/or part of a public utility or drainage system. No earthwork, grading or other improvements relating to the 2022 CI Project or other components of the Community Infrastructure described in the Report have been or will be constructed or performed on private lots or private property. With respect to any lakes or canals constructed or improved as part of the 2022 CI Project or other components of the Community Infrastructure described in the Report, no water is being collected therein specifically to be used for reuse on private lots or private property (other than to the extent it is collected and used for that purpose by a publicly owned irrigation system) or for recreational purposes. All conservation and mitigation areas included in the 2022 CI Project and other components of the Community Infrastructure described in the Report are required by applicable governmental development orders, approvals and permits. All roadway systems that are part of the 2022 CI Project and other components of the Community Infrastructure described in the Report will be operated as public roads and any member of the public will have free and unrestricted access to such roads.

8. The reasonably expected remaining average life of the 2022 CI Project and other Community Infrastructure improvements described in the Report is at least [25] years.

CULPEPPER & TERPENING, INC.

By: _____

Name: _____

Title: _____

COMPOSITE EXHIBIT G

FORMS OF SUPPLEMENTAL BOND COUNSEL OPINION AND DISCLOSURE COUNSEL OPINION

December __, 2022

Board of Supervisors
Southern Grove Community Development District No. 5
Port St. Lucie, Florida

Re: Southern Grove Community Development District No. 5 \$_____ Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and Southern Grove Community Development District No. 5 \$_____ Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds")

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Southern Grove Community Development District No. 5 (the "District") of the above-referenced 2022 Bonds. The 2022 Bonds are being initially issued and delivered on this date pursuant to the Constitution and laws of the State of Florida, including particularly, Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended, and Ordinance No. 07-37 enacted by the City Commission of the City of Port St. Lucie, Florida on April 9, 2007, as amended (collectively, the "Act") and Resolution No. 2013-06 adopted by the Board of Supervisors of the District (the "Board") on July 9, 2013, as supplemented by Resolution No. 2022-15 adopted by the Board on November 2, 2022 (collectively, the "Resolution"). The 2022 Bonds are being further issued pursuant to that certain Second Amended and Restated District Development Interlocal Agreement amended and restated as of July 9, 2013, as amended (the "Interlocal Agreement") and a Master Trust Indenture dated December 17, 2014 between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Master Indenture"), as supplemented by an Eighth Supplemental Trust Indenture between the District and the Trustee and joined in by the Other Districts dated as of December 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture").

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Indenture.

We have examined the Act, the Resolution, the Indenture, the Interlocal Agreement, the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended, among the District and the other parties named therein (the "TIM Interlocal Agreement"), the Federal Tax Certificate dated of even date herewith executed by the District in connection with the 2022-1 Bonds (the "Federal Tax Certificate") (including the certificate of the District's Consulting Engineers attached thereto), the proceedings for validation in Case No. 56-2013-CA-002268 in the Nineteenth Circuit Court in and for St. Lucie County, Florida (the "Validation Proceedings") and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion and we are relying on certain findings, covenants and agreements of the District set forth therein and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Resolution, the Indenture and the Federal Tax Certificate and in the certified proceedings and other certifications and representations of public officials and others which have been furnished to us without undertaking to verify the same by independent investigation. In rendering the opinions set forth herein, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies and the legal capacity of all natural persons. Reference is made to the opinion of even date herewith of Gonano & Harrell, counsel to the District, on which we have relied, as to the due creation and valid existence of the District and the Other Districts, the due authorization, execution and delivery of the Interlocal Agreement and the TIM Interlocal Agreement by the District and the Other Districts, the due authorization, execution and delivery of the Indenture by the District, and the due adoption of the Resolution and other resolutions and proceedings of the District and the Other Districts relating to the 2022 Bonds, including with respect to the 2022 CI Assessments included in the 2022 Pledged Revenues. We have also relied upon all findings in the final judgment of the Circuit Court in and for St. Lucie County, Florida rendered in the Validation Proceedings and certain certifications of the District's Consulting Engineers dated of even date herewith relating to the 2022 Bonds. Reference is also made to the opinion of even date herewith of counsel to the Trustee, on which we have relied, as to the due authorization and execution of the Indenture by the Trustee and of the enforceability of the Indenture against the Trustee.

We express no opinion relating to the Limited Offering Memorandum or other offering material relating to the 2022 Bonds except only as to the matters set forth below.

Based on the foregoing, we are of the opinion that the information in the Limited Offering Memorandum under the captions "DESCRIPTION OF THE 2022 BONDS (other than the sub-caption thereunder "Book-Entry Only System," as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS" (other than the

subcaptions "Additional Assessments," "Enforcement of Payment of Assessments," "Prepayments of 2022 CI Assessments," "Adjustments to 2022 CI Assessments" and "Acquisition Agreement," as to which no opinion is expressed) insofar as such statements purport to describe or summarize certain provisions of the Indenture and the 2022 Bonds, present fair and accurate descriptions or summaries of such provisions. The information in the Limited Offering Memorandum under the caption "TAX MATTERS" insofar as such statements purport to summarize certain provisions of the Internal Revenue Code of 1986, as amended, present a fair and accurate summary of such provisions.

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

Respectfully submitted,

GREENSPOON MARDER LLP

December __, 2022

Board of Supervisors
Southern Grove Community Development District No. 5
Port St. Lucie, Florida

Re: Southern Grove Community Development District No. 5 \$_____ Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and Southern Grove Community Development District No. 5 \$_____ Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds")

Ladies and Gentlemen:

We have acted as disclosure counsel in connection with the issuance by Southern Grove Community Development District No. 5 (the "District") of the above-referenced 2022 Bonds. The 2022 Bonds are being initially issued and delivered on this date pursuant to the Constitution and laws of the State of Florida, including particularly, Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended, and Ordinance No. 07-37 enacted by the City Commission of the City of Port St. Lucie, Florida on April 9, 2007, as amended (collectively, the "Act") and Resolution No. 2013-06 adopted by the Board of Supervisors of the District (the "Board") on July 9, 2013, as supplemented by Resolution No. 2022-15 adopted by the Board on November 2, 2022 (collectively, the "Resolution"). The 2022 Bonds are being further issued pursuant to that certain Second Amended and Restated District Development Interlocal Agreement amended and restated as of July 9, 2013, as amended (the "Interlocal Agreement")

and a Master Trust Indenture dated December 17, 2014 between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Master Indenture"), as supplemented by an Eighth Supplemental Trust Indenture between the District and the Trustee and joined in by the Other Districts dated as of December 1, 2022 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture").

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Indenture.

We have examined the Act, the Resolution, the Indenture, the Interlocal Agreement, the Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended, among the District and the other parties named therein (the "TIM Interlocal Agreement"), the Federal Tax Certificate dated of even date herewith executed by the District in connection with the 2022-1 Bonds (the "Federal Tax Certificate") (including the certificate of the District's Consulting Engineers attached thereto), the proceedings for validation in Case No. 56-2013-CA-002268 in the Nineteenth Circuit Court in and for St. Lucie County, Florida (the "Validation Proceedings") and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion and we are relying on certain findings, covenants and agreements of the District set forth therein and such certified copies of the proceedings of the District and such other documents and opinions as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the District contained in the Resolution, the Indenture, and the Federal Tax Certificate and in the certified proceedings and other certifications and representations of public officials and others which have been furnished to us without undertaking to verify the same by independent investigation. In rendering the opinions set forth herein, we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies and the legal capacity of all natural persons. Reference is made to the opinion of even date herewith of Gonano & Harrell, counsel to the District, on which we have relied, as to the due creation and valid existence of the District and the Other Districts, the due authorization, execution and delivery of the Interlocal Agreement and the TIM Interlocal Agreement by the District and the Other Districts, the due authorization, execution and delivery of the Indenture by the District, and the due adoption of the Resolution and other resolutions and proceedings of the District and the Other Districts relating to the 2022 Bonds, including with respect to the 2022 CI Assessments included in the 2022 Pledged Revenues. We have also relied upon all findings in the final judgment of the Circuit Court in and for St. Lucie County, Florida rendered in the Validation Proceedings and certain certifications of the District's Consulting Engineers dated of even date herewith relating to the 2022 Bonds. Reference is also made to the opinion of even date herewith of counsel to the Trustee, on which we have relied, as to the due authorization and

execution of the Indenture by the Trustee and of the enforceability of the Indenture against the Trustee.

The scope of our engagement with respect to the issuance of the 2022 Bonds was not to establish factual matters and because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Limited Offering Memorandum, we are not passing on and do not assume any responsibility for, except as set forth in the following paragraph, the accuracy or completeness of the contents of the Limited Offering Memorandum and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements.

As disclosure counsel to the District, we have participated in the preparation of the Limited Offering Memorandum and in discussions and conferences with representatives of the District, the District Manager, the District's assessment methodology consultant, the Underwriter, the District's Consulting Engineers, the Master Developer, and U.S. Bank Trust Company, National Association, in its capacity as Trustee with respect to the 2022 Bonds, in which the contents of the Limited Offering Memorandum and related matters were discussed. Solely on the basis of our participation in the preparation of the Limited Offering Memorandum, our examination of certificates, documents, instruments and records and the above-mentioned discussions, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum (except for the financial, demographic and statistical data, information and statements provided in the Limited Offering Memorandum, including, without limitation, in any appendices, schedules and exhibits thereto, and except for the matters set forth in the Limited Offering Memorandum under the caption "DESCRIPTION OF THE 2022 BONDS—Book-Entry Only System," and in the second paragraph under "UNDERWRITING" as to which no opinion is expressed) as of its date and as of the date hereof contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

The opinions set forth herein are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the United States of America. The only opinions rendered hereby shall be those expressly stated as such herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion may be relied upon by the District only and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent. This is only an opinion letter and not a warranty or guaranty of the matters discussed herein.

Respectfully submitted,

GREENSPOON MARDER LLP

EXHIBIT H

FORM OF ISSUE PRICE CERTIFICATE

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (Port St. Lucie, Florida)

\$ _____
Special Assessment Bonds, Series 2022-1
(Community Infrastructure)

The undersigned, on behalf of MBS Capital Markets, LLC. ("MBS"), in its capacity as the Underwriter, as hereinafter defined, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned Special Assessment Bonds (the "Bonds"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Contract dated as of _____, 2022, between the Issuer (hereinafter defined) and the Underwriter.

1. As of the Sale Date, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. Additional Defined Terms.

(a) *Issuer* means Southern Grove Community Development District No. 5.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with a lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. We have been advised by Greenspoon Marder LLP, Bond Counsel to the Issuer ("Bond Counsel"), that the yield on an issue of tax exempt bonds is that discount rate which produces the same present value on the date of issue of the bonds which when used in computing the present value of all payments of principal and interest to be made with respect to the issue of bonds equals the present value of the aggregate of the issue prices of the issue of bonds. The aggregate issue price of the Bonds is \$_____. The yield on the Bonds calculated in the manner described in this paragraph is ____%. For the purposes hereof, yield has been calculated on a 360 day basis, assuming semi-annual compounding. The Bonds maturing on May 1, 20__ (the "Premium Bonds") are issued at an Initial Offering Price that exceeds the stated redemption price at maturity by more than one fourth of one percent (.25%) multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date of the applicable bond. The Premium Bonds are subject to optional early redemption. In calculating the Yield on the Bonds described in this paragraph 3, the Premium Bonds have been treated as redeemed at their stated redemption prices on the optional redemption date that would produce the lowest yield on the Issue.

4. We have been advised by Bond Counsel that the weighted average maturity of an issue of tax-exempt bonds is the sum of the products of the issue price of each maturity which is a part of the issue and the years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue. Assuming that the initial offering prices are the issue prices of the Bonds and that the entire issue price of the Bonds is \$_____, the weighted average maturity of the Bonds is _____ years.

5. The funding of the 2022-1 Reserve Account established under the Indenture in amounts equal to the 2022-1 Reserve Requirement for the Bonds were necessary in order to market and sell the Bonds. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

Dated: December __, 2022

SCHEDULE A
ISSUE PRICE SCHEDULE

Maturity Date	CUSIP #	Principal Amount	Interest Rate	10% Test Maturities: 10% Test is Met on Sale Date	Price

SCHEDULE B
PRICING WIRE

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED NOVEMBER
_____, 2022**

NEW ISSUE - BOOK-ENTRY ONLY

NOT RATED

*In the opinion of Bond Counsel, under existing law, and assuming compliance with the tax covenants described herein, interest on the 2022-1 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, however, for tax years beginning after December 31, 2022, interest on the 2022-1 Bonds is included in the adjusted financial statement income of certain applicable corporations that are subject to the alternative minimum tax under the Internal Revenue Code of 1986, as amended. **INTEREST ON THE 2022 -2 BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES.** See "TAX MATTERS" herein regarding certain other tax considerations.*

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
(Port St. Lucie, Florida)**

\$ _____ **Special Assessment Bonds, Series 2022-1 (Community Infrastructure)**
and
\$ _____ **Special Assessment Bonds, Series 2022-2 (Community Infrastructure)**
(Federally Taxable)

Dated: Date of Delivery

Due: May 1, as set forth below

Southern Grove Community Development District No. 5 (the "District" or the "Issuer") is issuing its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds") in fully registered form, without coupons, in denominations of \$5,000 and integral multiples thereof; provided, however, delivery of the 2022 Bonds to the initial purchasers thereof shall be in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. The 2022 Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the 2022 Bonds will be made in book entry only form and purchasers of beneficial interests in the 2022 Bonds will not receive physical 2022 Bond certificates. For so long as the book entry system is maintained, the principal of, premium, if any, and interest on the 2022 Bonds will be paid from the sources described herein by U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), to DTC as the registered owner thereof. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the DTC Participants, as more fully described herein. Any purchaser, as a beneficial owner of a 2022 Bond,

must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of, premium, if any, and interest on such 2022 Bond. Interest on the 2022 Bonds is calculated on the basis of a 360 day year comprised of twelve thirty day months and is payable on each May 1 and November 1, commencing May 1, 2023. See “DESCRIPTION OF THE 2022 BONDS” herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture (hereinafter defined) or in the District Development Interlocal Agreement (hereinafter defined).

The District is a local unit of special-purpose government and an independent special district and political subdivision of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Florida Statutes, as amended (the “CDD Act”) by ordinance, as amended (the “Ordinance”), enacted by the City of Port St. Lucie, Florida (the “City”). The District is contiguous, or in close proximity, to five other community development districts established pursuant to the CDD Act (collectively, the “Other Districts” and, together with the District, the “Districts”) and certain additional community development districts also established pursuant to the CDD Act (together with the Districts, the “CDDs”). The CDDs have jurisdiction over the lands located within the mixed-use master-planned community known as “Tradition” located within the City. The Districts have jurisdiction over the portion of Tradition within the Southern Grove DRI (hereinafter defined). See “TRADITION” and “SOUTHERN GROVE” herein.

Pursuant to the District Development Interlocal Agreement among the Districts, the Other Districts have delegated authority to the District as the initial “Issuer” within the meaning of the District Development Interlocal Agreement to finance Community Infrastructure, consisting of community-wide public infrastructure and facilities needed to serve land within the boundaries of the Districts. See “THE INTERLOCAL AGREEMENTS.” Proceeds of the 2022-1 Bonds will be used, together with other legally available funds, to (i) pay a portion of the Costs of the 2022-1 CI Project, which consists of constructing and/or acquiring certain public infrastructure, improvements, and facilities, as described herein under “THE 2022 CI PROJECT;” (ii) pay a portion of the interest coming due on the 2022-1 Bonds; (iii) fund the 2022-1 Reserve Account in an amount equal to the initial 2022-1 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-1 Bonds. Proceeds of the 2022-2 Bonds will be used, together with other legally available funds, to (i) pay a portion of the Costs of the 2022-2 CI Project, which consists of acquiring certain autonomous vehicles and paying certain related costs comprising the TIM Project and which may also include constructing and/or acquiring certain public infrastructure, improvements and facilities, as described herein under “THE 2022 CI PROJECT;” (ii) pay a portion of the interest coming due on the 2022-2 Bonds; (iii) fund the 2022-2 Reserve Account in an amount equal to the initial 2022-2 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-2 Bonds. See “THE 2022 CI PROJECT,” “ESTIMATED SOURCES AND USES OF PROCEEDS” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—‘2022 Acquisition and Construction Account’ and ‘2022 Reserve Accounts’” and “APPENDIX A—Consulting Engineer’s Report.”

The 2022 Bonds are being issued pursuant to the CDD Act, the charter of the District (as set forth in the Ordinance), the Florida Constitution and other applicable law and the District Development Interlocal Agreement. The 2022 Bonds are further issued pursuant to a Master Trust Indenture dated December 17, 2014 entered into between the District and the Trustee (the “Master

Indenture”) as supplemented by an Eighth Supplemental Trust Indenture (the “Supplemental Indenture,” and together with the Master Indenture, the “Indenture”), to be dated as of December 1, 2022 and to be entered into between the District and the Trustee, and joined in by the Other Districts. The principal of and interest on the 2022 Bonds shall be payable solely from, and shall be secured solely by, the revenues derived from the collection of the 2022 CI Assessments levied by certain of the Districts in connection with the 2022 CI Project (the “2022 Pledged Revenues”) and the Funds and Accounts (except for the 2022-1 Rebate Account) established by the Indenture (the “2022 Pledged Funds and Accounts”), provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts collectively comprise the “2022 Trust Estate.” See “THE INTERLOCAL AGREEMENTS” and “SECURITY FOR THE 2022 BONDS—General.”

The 2022-1 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts, and at the redemption price more fully described herein under the caption “DESCRIPTION OF THE 2022 BONDS – Redemption Provisions.” The 2022-2 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts, and at the redemption price more fully described herein under the caption “DESCRIPTION OF THE 2022 BONDS – Redemption Provisions.”

Investment in the 2022 Bonds involves certain risks. See “SUITABILITY FOR INVESTMENT” and “BONDHOLDERS’ RISKS” herein.

This cover page contains certain information for quick reference only. It is not a summary of the 2022 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

See the inside cover page hereof for principal amounts, interest rates, maturities, prices or yields, and initial CUSIP numbers of the 2022 Bonds.

The 2022 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, as the Underwriter of the 2022 Bonds (the “Underwriter”), subject to the receipt of the opinion of Greenspoon Marder LLP, Fort Lauderdale, Florida, Bond Counsel, as to the validity of the 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Greenspoon Marder LLP, Fort Lauderdale, Florida, is also serving as Disclosure Counsel to the District. Certain legal matters will be passed upon for the Underwriter by its counsel, Bryant Miller Olive, P.A., Orlando, Florida; for the District by its counsel, Gonano & Harrell, Fort Pierce, Florida; and for the Trustee by Holland & Knight LLP, Miami, Florida. It is expected that the 2022 Bonds will be delivered in book-entry form through the facilities of DTC on or about December ____, 2022.

MBS CAPITAL MARKETS, LLC

Dated: November _____, 2022

*Preliminary, subject to change.

[Red Herring to be Added]

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND
INITIAL CUSIP NUMBERS**

2022-1 Bonds

\$ ____ Term 2022-1 Bonds ____% Due May 1, 20__ Yield ____% Priced at ____%
Initial CUSIP No. ____*

\$ ____ Term 2022-1 Bonds ____% Due May 1, 20__ Yield ____% Priced at ____%
Initial CUSIP No. ____*

2022-2 Bonds

\$ ____ Term 2022-2 Bonds ____% Due May 1, 20__ Yield ____% Priced at ____%
Initial CUSIP No. ____*

* CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers have been assigned by an independent company not affiliated with the District, the Underwriter or the Trustee. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the 2022 Bonds. None of the District, the Underwriter or the Trustee is responsible for the selection or uses of these CUSIP numbers, and no representation is made with respect to the correctness thereof on the 2022 Bonds or as reflected above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2022 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2022 Bonds. None of the District, the Underwriter or the Trustee have agreed to, nor is there any duty or obligation to, update this Limited Offering Memorandum to reflect any change or correction in the CUSIP numbers reflected above.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

BOARD OF SUPERVISORS [TO BE UPDATED]

Frank Covelli, Chair
Anissa Cruz, Vice Chair
Steven Dassa, Supervisor
David Graham, Supervisor
Wesley McCurry, Supervisor

DISTRICT MANAGER AND ASSESSMENT CONSULTANT

Special District Services, Inc.
Port St. Lucie, Florida

COUNSEL TO THE DISTRICT

Gonano & Harrell
Fort Pierce, Florida

DISTRICT ENGINEER

Culpepper & Terpening, Inc.
Fort Pierce, Florida

BOND COUNSEL AND DISCLOSURE COUNSEL

Greenspoon Marder LLP
Fort Lauderdale, Florida

No dealer, broker, salesperson, or other person has been authorized by Southern Grove Community Development District No. 5 (the “District” or the “Issuer”) or MBS Capital Markets, LLC (the “Underwriter”) to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the District, the Other Districts or the 2022 Assessment Area (as such capitalized terms are hereinafter defined) since the date hereof. Neither the delivery of this Limited Offering Memorandum nor any sale made pursuant to this Limited Offering Memorandum implies that any information set forth in this Limited Offering Memorandum is correct as of any date after the date of this Limited Offering Memorandum.

The information set forth herein has been obtained from public documents, records and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the expectations, hopes, intentions, or strategies of the District regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and owners of land in the 2022 Assessment Area. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM (“ORIGINAL BOUND FORMAT”) OR IN ELECTRONIC FORMAT ON THE WEBSITE www.MuniOS.com. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

Certain information in this Limited Offering Memorandum has been provided by The Depository Trust Company, New York, New York (“DTC”). The District has not provided

information in this Limited Offering Memorandum with respect to DTC and does not certify as to the accuracy or sufficiency of the disclosure policies of or content provided by DTC and is not responsible for the information provided by DTC.

THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE A CONTRACT BETWEEN THE DISTRICT OR THE UNDERWRITER AND ANY ONE OR MORE OF THE OWNERS OF THE 2022 BONDS.

THE 2022 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE (HEREINAFTER DEFINED) BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NONE OF THE DISTRICT, THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE 2022 BONDS. OTHER THAN THE DISTRICT, NONE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15c2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(B)(1).

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LIMITED OFFERING MEMORANDUM

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 (Port St. Lucie, Florida)

\$ _____ Special Assessment Bonds, Series 2022-1 (Community Infrastructure)
and
\$ _____ Special Assessment Bonds, Series 2022-2 (Community Infrastructure)
(Federally Taxable)

INTRODUCTION

General

The purpose of this Limited Offering Memorandum, including the cover page, inside cover page, and appendices hereto, is to provide certain information in connection with the issuance and sale by Southern Grove Community Development District No. 5 (the “District” or the “Issuer”) of its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”) and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and, together with the 2022-1 Bonds, the “2022 Bonds”). No person has been authorized by the District or the Underwriter (the “Underwriter”) to give any information or to make any representations, other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture (hereinafter defined) or in the District Development Interlocal Agreement (hereinafter defined).

The District is a local unit of special-purpose government and an independent special district and political subdivision of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Florida Statutes, as amended (the “CDD Act”) by ordinance, as amended (the “Ordinance”), enacted by the City of Port St. Lucie, Florida (the “City”). The District is contiguous, or in close proximity, to five other community development districts established pursuant to the CDD Act (collectively, the “Other Districts” and, together with the District, the “Districts”) and certain additional community development districts also established pursuant to the CDD Act (together with the Districts, the “CDDs”). The CDDs have jurisdiction over the lands located within the mixed-use master-planned community known as “Tradition” located within the City. The Districts have jurisdiction over the portion of Tradition within the Southern Grove DRI (hereinafter defined). See “TRADITION” and “SOUTHERN GROVE” herein.

Pursuant to the District Development Interlocal Agreement among the Districts, the Other Districts have delegated authority to the District as the initial “Issuer” within the meaning of the District Development Interlocal Agreement to finance Community Infrastructure, consisting of community-wide public infrastructure and facilities needed to serve land within the boundaries of the Districts. See “THE INTERLOCAL AGREEMENTS.”

*Preliminary, subject to change.

Certain Matters Relating to the 2022 Bonds

Proceeds of the 2022-1 Bonds will be used, together with other legally available funds, to (i) pay a portion of the Costs of the 2022-1 CI Project, which consists of constructing and/or acquiring certain public infrastructure, improvements, and facilities, as described herein under “THE 2022 CI PROJECT;” (ii) pay a portion of the interest coming due on the 2022-1 Bonds; (iii) fund the 2022-1 Reserve Account in an amount equal to the initial 2022-1 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-1 Bonds. Proceeds of the 2022-2 Bonds will be used, together with other legally available funds, to (i) pay a portion of the Costs of the 2022-2 CI Project, which consists of acquiring certain autonomous vehicles and paying certain related costs comprising the TIM Project, and which may also include constructing and/or acquiring certain public infrastructure, improvements and facilities, as described herein under “THE 2022 CI PROJECT;” (ii) pay a portion of the interest coming due on the 2022-2 Bonds; (iii) fund the 2022-2 Reserve Account in an amount equal to the initial 2022-2 Reserve Account Requirement; and (iv) pay Costs of issuance of the 2022-2 Bonds. See “THE 2022 CI PROJECT,” “ESTIMATED SOURCE AND USES OF PROCEEDS” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—‘2022 Acquisition and Construction Account’ and ‘2022 Reserve Accounts’” and “APPENDIX A—Consulting Engineer’s Report.”

The 2022 Bonds are being issued pursuant to the CDD Act, the charter of the District (as set forth in the Ordinance), the Florida Constitution and other applicable law and the Interlocal Agreements (collectively, the “Act”). The 2022 Bonds are being further issued pursuant to a Master Trust Indenture (the “Master Indenture”) dated December 17, 2014 entered into between the District and the Trustee, as supplemented by an Eighth Supplemental Trust Indenture (the “Supplemental Indenture,” and together with the Master Indenture, the “Indenture”), to be dated as of December 1, 2022 and to be entered into between the District and the Trustee, and joined in by the Other Districts.

The principal of and interest on the 2022 Bonds shall be payable solely from, and shall be secured solely by, the revenues derived from the collection of the 2022 CI Assessments levied by certain of the Districts in connection with the 2022 CI Project (the “2022 Pledged Revenues”) and the Funds and Accounts (except for the 2022-1 Rebate Account) established by the Indenture (the “2022 Pledged Funds and Accounts”), provided, however, that the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts collectively comprise the “2022 Trust Estate.” See “THE INTERLOCAL AGREEMENTS” and “SECURITY FOR THE 2022 BONDS—General.” The 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts collectively comprise the “2022 Trust Estate.” See “THE INTERLOCAL AGREEMENTS” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—General.”

NONE OF THE REVENUES DERIVED BY THE DISTRICT OR ANY OF THE OTHER DISTRICTS FROM THE LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS OTHER THAN THE 2022 CI ASSESSMENTS LEVIED BY THE DISTRICT AND THE OTHER DISTRICTS WITH JURISDICTION OVER THE

DISTRICT LANDS IN THE 2022 ASSESSMENT AREA WILL SECURE OR OTHERWISE BE AVAILABLE TO PAY THE 2022 BONDS.

The 2022-1 Bonds are subject to optional, mandatory and extraordinary mandatory redemption, and the 2022-2 Bonds are subject to optional, mandatory and extraordinary mandatory redemption, at the times, in the amounts, and at the redemption price more fully described herein under the caption “DESCRIPTION OF THE 2022 BONDS – Redemption Provisions.”

Investment in the 2022 Bonds involves certain risks. See “SUITABILITY FOR INVESTMENT” and “BONDHOLDERS’ RISKS” herein.

Certain Matters Relating to New Districts

It is anticipated that prior to the issuance of the 2022 Bonds, four new community development districts (referred to herein, individually, as “Southern Grove Community Development District No. 7,” “Southern Grove Community Development District No. 8,” “Southern Grove Community Development District No. 9” and “Southern Grove Community Development District No. 10,” respectively, and, collectively, as the “New Districts”) will be established by the City pursuant to the CDD Act (as defined in the Master Indenture). These New Districts will have jurisdiction over a portion of the District Lands currently in the boundaries of the Issuer and a portion of the District Lands currently in the respective boundaries of Southern Grove Community Development District Nos. 1, 3, 4 and 6. Accordingly, contemporaneously with the establishment of the New Districts, the boundaries of the Issuer and the boundaries of Southern Grove Community Development District Nos. 1, 3, 4 and 6 will be contracted to exclude any District Lands included in the boundaries of the applicable New Districts. These changes are being undertaken, in part, to better align the boundaries of the District and the applicable current Other Districts with the ownership of land within their respective boundaries. The City is expected to approve the foregoing at a public hearing currently scheduled for November 14, 2022 (the “Hearing Date”). Appendix H hereto includes a map depicting the current boundaries of the District and a map depicting the boundaries of the Districts and the New Districts in the event the New Districts are established as contemplated.

If, prior to the date of the final Limited Offering Memorandum relating to the 2022 Bonds: (i) the New Districts are established and the boundaries of the Issuer and Southern Grove Community Development District Nos. 1, 3, 4 and 6 are contracted or (ii) the Hearing Date is rescheduled to a later date or otherwise postponed, the final Limited Offering Memorandum will reflect that information.

Further, if the New Districts are established prior to the issuance of the 2022 Bonds, it shall be a condition to the issuance of the 2022 Bonds that: (i) the respective Board of Supervisors of each of the New Districts cause their respective appropriate authorized officers to execute a joinder to the Eighth Supplemental Indenture, the District Development Interlocal Agreement and the TIM Project Interlocal (hereinafter defined); (ii) the respective Board of Supervisors of each of the New Districts approve the 2022 Supplemental Engineer’s Report (hereinafter defined); (iii) the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area, as described under “SPECIAL ASSESSMENT METHODOLOGY,” approve the final Special Assessment Methodology Report attached hereto

as Appendix E (the “2022 Supplemental Assessment Report”); and (iv) the Assignment and Assumption Agreements relating to the 2022 CI Assessments are executed and delivered.

The Assignment and Assumption Agreements are defined in the Eighth Supplemental Indenture, generally, to mean, with respect to the 2022 Assessment Area, the written agreements providing for (i) the assignment by the Issuer and Southern Grove Community Development District Nos. 3, 4 and/or 6, as applicable, to Southern Grove Community Development District No. 3 and/or one or more of the New Districts, as applicable, of the obligation to collect and remit to the Trustee the 2022 CI Assessments (and certain other Community Infrastructure Assessments) levied on the District Lands previously in the boundaries of the applicable assigning District and now within the boundaries of the applicable assignee District and (ii) the assumption by the applicable assignee District of such authority and obligation. See “THE INTERLOCAL AGREEMENTS.”

The form of the Eighth Supplemental Indenture attached hereto as part of Appendix B assumes that the New Districts are established prior to the date of issuance of the 2022 Bonds.

However, if the New Districts are not established prior to the issuance of the 2022 Bonds, prior to its execution and delivery, the form of the Eighth Supplemental Indenture will be modified to reflect the same. Such modification will include the Issuer’s covenant to use its best efforts to cause the following to occur as soon as practicable following the establishment of the New Districts: (i) the execution and delivery by the appropriate authorized officers of each of the New Districts of the joinders and Assignment and Assumption Agreements referenced above; (ii) the approval by the respective Board of Supervisors of each of the New Districts of the 2022 Supplemental Engineer’s Report; and (iii) the approval by the respective Board of Supervisors of each of the New Districts with jurisdiction over District Lands in the 2022 Assessment Area of the 2022 Supplemental Assessment Report.

In the event the New Districts are established, the defined terms “Districts” and “Other Districts” as used herein, unless the context otherwise is expressly inconsistent or expressly relates to actions taken or events occurring prior to the establishment of the New Districts, shall be construed to include the New Districts.

Miscellaneous

There follows in this Limited Offering Memorandum a brief description of the District, the 2022 CI Project and the 2022 Assessment Area, together with summaries of terms of the 2022 Bonds, the Indenture, certain interlocal agreements to which the District, the Other Districts and/or the current Administration District (hereinafter defined) is a party, and certain provisions of the CDD Act (as defined in the Master Indenture). All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and all references to the 2022 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. For the full text of the Master Indenture and the form of the Supplemental Indenture, see “APPENDIX B— Master Indenture and Form of the Supplemental Indenture.” For the full text of the District Development Interlocal Agreement, see “APPENDIX F—District Development Interlocal Agreement.”

DESCRIPTION OF THE 2022 BONDS

General

The 2022 Bonds are issuable only in fully-registered form, in denominations of \$5,000 and integral multiples thereof; provided, however, delivery of 2022 Bonds to the initial purchasers thereof shall be in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. The 2022 Bonds will be dated as of the date of delivery thereof, will bear interest from that date at the rates per annum, and subject to the redemption provisions set forth below, will mature on the dates, set forth on the inside cover page of this Limited Offering Memorandum. Interest on the 2022 Bonds will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each May 1 and November 1, commencing May 1, 2023. U.S. Bank Trust Company, National Association is acting as successor Trustee, Paying Agent and Registrar for the 2022 Bonds.

The 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered 2022 Bond for each maturity thereof. Upon initial issuance, the ownership of each such 2022 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding 2022 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. See “DESCRIPTION OF THE 2022 BONDS - Book-Entry Only System” herein.

Redemption Provisions

Optional Redemption.

2022-1 Bonds

The 2022-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or part on any date on or after May 1, 20____ at the Redemption Price of the principal amount of the 2022-1 Bonds or portions thereof to be redeemed, together with accrued interest to the date of redemption.

2022-2 Bonds

The 2022-2 Bonds are subject to redemption prior to maturity at the option of the District in whole or part on any date on or after May 1, 20____ at the Redemption Price of the principal amount of the 2022-2 Bonds or portions thereof to be redeemed, together with accrued interest to the date of redemption.

Mandatory Redemption.

2022-1 Bonds

The 2022-1 Bonds maturing May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-1 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the

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

<u>May 1</u>	<u>Amortization</u>	<u>May 1</u>	<u>Amortization</u>
<u>of the Year</u>	<u>Installment</u>	<u>of the Year</u>	<u>Installments</u>

* Maturity

The 2022-1 Bonds maturing May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-1 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1</u>	<u>Amortization</u>	<u>May 1</u>	<u>Amortization</u>
<u>of the Year</u>	<u>Installment</u>	<u>of the Year</u>	<u>Installments</u>

* Maturity

Upon any redemption of 2022-1 Bonds (other than 2022-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2022-1 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 7.04 of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022-1 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022-1 Bonds.

2022-2 Bonds

The 2022-2 Bonds maturing May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022-2 Sinking Fund Subaccount established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1</u>	<u>Amortization</u>	<u>May 1</u>	<u>Amortization</u>
<u>of the Year</u>	<u>Installment</u>	<u>of the Year</u>	<u>Installments</u>

* Maturity

Upon any redemption of 2022-2 Bonds (other than 2022-2 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2022-2 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 7.04 of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2022-2 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2022-2 Bonds.

Extraordinary Mandatory Redemption.

2022-1 Bonds

The 2022-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, and if in part, pro rata, determined based on the Outstanding principal of each 2022-1 Term Bond divided by the total Outstanding principal amount of the 2022-1 Bonds, calculated by the District, and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the 2022-1 CI Project, by application of moneys transferred from the 2022-1 Acquisition and Construction Account to the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account in accordance with the terms of the Indenture; or
- (b) from amounts, including 2022 Prepayment Principal, required by the Indenture to be deposited into the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account; or
- (c) from amounts transferred to the 2022-1 Prepayment Subaccount of the 2022-1 Redemption Account resulting from surplus in the 2022-1 Reserve Account Requirement as provided for in the Indenture; or
- (d) on and after the date on which the amount on deposit in the 2022-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022-1 Bonds then Outstanding, including accrued interest thereon.

Extraordinary mandatory redemptions of the 2022-1 Bonds may occur pursuant to subsection (b) above at any time after the issuance of the 2022-1 Bonds on a regular and accelerated basis. See “THE 2022 ASSESSMENT AREA—Allocation of 2022 CI Assessments.”

2022-2 Bonds

The 2022-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, calculated by the District, and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the 2022-2 CI Project, by application of moneys transferred from the 2022-2 Acquisition and Construction Account to the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including 2022 Prepayment Principal, required by the Indenture to be deposited into the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account; or

(c) from amounts transferred to the 2022-2 Prepayment Subaccount of the 2022-2 Redemption Account resulting from surplus in the 2022-2 Reserve Account Requirement as provided for in the Indenture; or

(d) on and after the date on which the amount on deposit in the 2022-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2022-2 Bonds then Outstanding, including accrued interest thereon.

Extraordinary mandatory redemptions of the 2022-2 Bonds may occur pursuant to subsection (b) above at any time after the issuance of the 2022-2 Bonds on a regular and accelerated basis. See “THE 2022 ASSESSMENT AREA—Allocation of 2022 CI Assessments.”

Selection of 2022 Bonds for Redemption. If less than all of the 2022 Bonds of a maturity within a Series shall be called for redemption, the particular 2022 Bonds or portions of 2022 Bonds of such Series to be redeemed shall be selected by lot by the Registrar as provided in the Indenture or directed by DTC.

Purchase In Lieu of Redemption. Subject to the provisions of Section 7.04 of the Master Indenture, the District may purchase 2022 Bonds Outstanding at any time in the open market, whether or not such 2022 Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such 2022 Bonds to be purchased, plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of the Indenture if such 2022 Bonds were called for redemption on such date. The principal amount of any such 2022 Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of 2022 Bonds as provided in Section 7.04 of the Master Indenture.

Notice and Effect of Redemption

The Indenture provides that when required to redeem 2022 Bonds of either or both Series under any provision of the Master Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption date to all Owners of 2022 Bonds to be redeemed (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption of the 2022 Bonds for which notice was duly mailed in accordance with Section 7.02 of the Master Indenture. Further notice of redemption shall

be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture.

As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the 2022 Bonds. The 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2022 Bond certificate will be issued for each maturity of the 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2022 Bond (each a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive

written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2022 Bonds, except in the event that use of the book-entry system for the 2022 Bonds is discontinued.

To facilitate subsequent transfers, all 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2022 Bond documents. For example, Beneficial Owners of 2022 Bonds may wish to ascertain that the nominee holding the 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2022 Bonds within a series or a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on a payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities

held for the accounts of customers in bearer form or registered in “street name”, and will be the responsibility of such DTC Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the 2022 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2022 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2022 Bond certificates are required to be printed and delivered. Subject to the policies and procedures of DTC (or any successor securities depository), the District may decide to discontinue use of the system of book-entry transfers through DTC upon compliance with any applicable DTC rules and procedures. In that event, 2022 Bond certificates will be printed and delivered. So long as Cede & Co. is the registered owner of the 2022 Bonds, as nominee of DTC, reference herein to the Bondholders or Registered Owners of the 2022 Bonds will mean Cede & Co., as aforesaid, and will not mean the Beneficial Owners of the 2022 Bonds.

The District can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the 2022 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the 2022 Bonds or redemption notices to the Beneficial Owners of such 2022 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Limited Offering Memorandum. The District is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the 2022 Bonds or any error or delay relating thereto. The rights of holders of beneficial interests in the 2022 Bonds and the manner of transferring or pledging those interests are subject to applicable state law. Holders of beneficial interests in the 2022 Bonds may want to discuss the manner of transferring or pledging their interest in the 2022 Bonds with their legal advisors.

NONE OF THE DISTRICT, THE TRUSTEE OR THE PAYING AGENT SHALL HAVE ANY OBLIGATION WITH RESPECT TO ANY DEPOSITORY PARTICIPANT OR BENEFICIAL OWNER OF THE 2022 BONDS DURING SUCH TIME AS THE 2022 BONDS ARE REGISTERED IN THE NAME OF A SECURITIES DEPOSITORY PURSUANT TO A BOOK-ENTRY ONLY SYSTEM OF REGISTRATION.

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ESTIMATED SOURCES AND USES OF PROCEEDS

Proceeds from the issuance and delivery of the 2022 Bonds are expected to be applied as follows:

2022-1 Bonds

Sources

Principal Amount of 2022-1 Bonds	\$ _____
Less: Original Issue Discount	
Plus: Original Issue Premium	_____
Total Sources	\$ _____

Uses

Deposit to 2022-1 Capitalized Interest Subaccount ⁽¹⁾	
Deposit to 2022-1 Acquisition and Construction Subaccount ⁽²⁾	
Deposit to 2022-1 Reserve Account ⁽³⁾	
Deposit to 2022-1 Costs of Issuance Subaccount ⁽⁴⁾	_____
Total Uses	\$ _____

2022-2 Bonds

Sources

Principal Amount of 2022-2 Bonds	\$ _____
Less: Original Issue Discount	
Plus: Original Issue Premium	_____
Total Sources	\$ _____

Uses

Deposit to 2022-2 Capitalized Interest Subaccount ⁽¹⁾	
Deposit to 2022-2 Acquisition and Construction Subaccount ⁽²⁾	
Deposit to 2022-2 Reserve Account ⁽³⁾	
Deposit to 2022-2 Costs of Issuance Subaccount ⁽⁴⁾	_____
Total Uses	\$ _____

⁽¹⁾ To pay interest through November 1, 2023.

⁽²⁾ See "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—2022 Acquisition and Construction Account."

⁽³⁾ Equal to the initial 2022-1 Reserve Account Requirement or initial 2022-2 Reserve Requirement, as applicable.

⁽⁴⁾ Includes the allocable portion of the fees of professionals and consultants, printing and other related costs of issuance. Also includes the allocable underwriter's discount not deposited to 2022 Costs of Issuance Account.

2022-1 Bonds

*Includes capitalized interest.

2022-2 Bonds

<u>Period Ending</u>	<u>Principal</u>	<u>Interest*</u>	<u>Period Total</u>
TOTAL	\$	\$	\$

*Includes capitalized interest.

2022-1 Bonds and 2022-2 Bonds

<u>Period Ending</u>	<u>Principal</u>	<u>Interest*</u>	<u>Period Total</u>
TOTAL	\$	\$	\$

*Includes capitalized interest.

THE INTERLOCAL AGREEMENTS

The following is intended to only briefly summarize the pertinent provisions of the District Development Interlocal Agreement, the TIM Project Interlocal Agreement (hereinafter defined), the City Interlocal Agreement (hereinafter defined) and the CRA Interlocal Agreement (hereinafter defined) and is not intended to be an exhaustive description of such agreements. Reference is made to the complete copy of the District Development Interlocal Agreement attached hereto as APPENDIX F for all the terms and conditions thereof.

District Development Interlocal Agreement

General

The District and the Other Districts (consisting of Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, and Southern Grove Community Development District No. 6 (the District and the Other Districts being referred to collectively as the “Districts”) have jurisdiction over approximately 3,600 acres of land being developed as a single mixed-use development of regional impact known as the “Southern Grove DRI.” See “SOUTHERN GROVE” herein.

The Districts have entered into that certain Second Amended and Restated District Development Interlocal Agreement, amended and restated as of July 9, 2013, as amended, and as may be further amended from time to time (the “District Development Interlocal Agreement”). The District Development Interlocal Agreement provides, among other matters, for the delegation of authority to one of the Districts designated in the manner set forth in the District Development Interlocal Agreement to act as the “Issuer” to finance the acquisition, construction, and equipping of certain public infrastructure projects for the benefit of the District Lands (the “Community Infrastructure”) and/or for the benefit of the District Lands within any of the respective Districts (the “District Infrastructure” and together with the Community Infrastructure, the “Public Infrastructure”). The Districts have designated the District as the initial “Issuer.” Accordingly, the District may issue indebtedness relating to Community Infrastructure, such as the 2022 Bonds, on behalf of all of the Districts (collectively, the “Community Infrastructure Indebtedness”) and indebtedness related to its own District Infrastructure (collectively, “CDD No. 5 Infrastructure Indebtedness”) and indebtedness relating to District Infrastructure on behalf of any of the Other Districts, at their request (the “Other District Infrastructure Indebtedness”). Each of the Districts has also reserved the right to finance, operate and maintain its own District Infrastructure.

The District has heretofore issued its \$7,035,000 in original principal amount of Special Assessment Bonds, Series 2019 (Community Infrastructure), which are currently outstanding in the principal amount of \$6,350,000, to finance and refinance a portion of the Community Infrastructure (the “2019 Bonds”), its \$6,535,000 in original principal amount of Special Assessment Bonds, Series 2020 (Community Infrastructure), which are currently outstanding in the principal amount of \$5,025,000, to finance and refinance a portion of the Community Infrastructure (the “2020 Bonds”) and its \$15,730,000 in original principal amount of Special Assessment Bonds, 2021 (Community Infrastructure), which are currently outstanding in the principal amount of \$13,345,000, to finance a refinance a portion of the Community Infrastructure

(the “2021 Bonds”). The 2019 Bonds, the 2020 Bonds and the 2021 Bonds are the only obligations representing Community Infrastructure Indebtedness currently outstanding pursuant to the authority of the District Development Interlocal Agreement. There is currently no CDD No. 5 Infrastructure Indebtedness or Other District Indebtedness outstanding pursuant to the authority of the District Development Interlocal Agreement. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—No Parity Bonds; Issuance of Other Obligations.”

In addition, pursuant to the District Development Interlocal Agreement, the Districts have appointed Southern Grove Community Development District No. 1 (“District No. 1”) as the initial Administration District within the meaning of the District Development Interlocal Agreement, with the authority to (i) implement all matters relating to the collection and enforcement of the non-ad valorem special assessments levied in connection with Community Infrastructure (the “Community Infrastructure Assessments”) and in connection with District Infrastructure (the “District Infrastructure Assessments” and, collectively with the Community Infrastructure Assessments, the “Public Infrastructure Assessments”); (ii) operate and maintain Community Infrastructure; and (iii) if requested by any one of the Districts other than District No. 1, operate and maintain District Infrastructure on behalf of such requesting Districts.

Pursuant to the District Development Interlocal Agreement, the District has delegated to the Administration District the responsibility for operating and maintaining the 2022 CI Project and the Administration District has accepted such delegation. Certain of the Administration District’s responsibilities with respect to operation and maintenance of the TIM Project (as defined in the Supplemental Indenture) will be further delegated to Tradition Community Development District No. 1 pursuant to the TIM Project Interlocal Agreement described below.

The applicable District serving as the Administration District may be changed to a different District from time to time in accordance with the District Development Interlocal Agreement.

See “INTRODUCTION—Certain Matters Relating to New Districts” regarding the expected joinder of the New Districts in the District Development Interlocal Agreement in the event the New Districts are established. Upon any joinder of the New Districts in the District Development Interlocal Agreement, such New Districts will have the same rights as the current Districts thereunder.

Matters Relating to Public Infrastructure Assessments

Each of the Districts has, by resolution, previously adopted the proceedings required by applicable law to impose the Public Infrastructure Assessments on the assessable lands within their respective boundaries.

The Community Infrastructure Assessments are determined pursuant to the Assessment Proceedings (as defined in the Supplemental Indenture) on an aggregate basis, based on all of the planned uses in the Districts, thereby creating a maximum amount of Community Infrastructure Assessments that can be levied on the property in the Districts. The Assessment Proceedings provide for the allocation to the uses planned for the real property within the Districts specially benefited thereby, in accordance with the assessment methodology set forth therein, the total actual

and estimated cost of the Community Infrastructure, plus related actual financing costs. As noted, the 2022 CI Assessments are a portion of the Community Infrastructure Assessments.

In addition, each of the Districts, including the District, has adopted the assessment proceedings required by applicable law (the “District Assessment Proceedings”) to impose the Public Infrastructure Assessments relating to District Infrastructure on the assessable lands within their respective boundaries in an amount equal to the applicable maximum amount reflected in the Assessment Proceedings for each of the Districts, based on a cost of \$60,000 per acre.

Pursuant to the District Development Interlocal Agreement, District No. 1, as the current Administration District, is charged with collecting Public Infrastructure Assessments (of which the 2022 CI Assessments are a part) pledged to particular Public Infrastructure Indebtedness (of which the 2022 Bonds are a part) and remitting them to the Trustee for such Public Infrastructure Indebtedness.

Revenues derived from the levy and collection of any Community Infrastructure Assessments other than the 2022 CI Assessments are not included as part of the 2022 Trust Estate and shall not be available to pay any amounts due with respect to the 2022 Bonds.

In addition, revenues derived from the levy and collection of any District Infrastructure Assessments are not included as part of the 2022 Trust Estate and shall not be available to pay any amounts due with respect to the 2022 Bonds.

See “SPECIAL ASSESSMENT METHODOLOGY” and “APPENDIX E—Special Assessment Methodology Report” for additional information regarding the 2022 CI Assessments.

See “INTRODUCTION—Certain Matters Relating to New Districts” regarding the expected execution and delivery of the Assignment and Assumption Agreements in the event the New Districts are established. The Assignment and Assumption Agreements will also pertain to the Public Infrastructure Assessments levied on the District Lands that are the subject of the District Assessment Proceedings and located within the boundaries of the New Districts.

Term; Termination

The term of the District Development Interlocal Agreement (the “Term”), unless extended or earlier terminated as provided therein, shall terminate on the date that is last to occur of (a) fifty years from the date thereof, and (b) the date on which all Public Infrastructure Indebtedness (which includes the 2022 Bonds) used to finance all or part of any Public Infrastructure (which includes the 2022 CI Project), including refinancings thereof, are no longer deemed Outstanding (as defined in the financing documents related to such Public Infrastructure Indebtedness). The Term may be extended for additional successive one-year terms upon the written consent of all of the Districts provided no later than sixty (60) days prior to the expiration of the then current Term.

The Term may be terminated as follows: (a) upon the failure of the Issuer or the Administration District, as applicable, to cure, or to be actively taking steps to cure, any default in its obligations under the District Development Interlocal Agreement within 180 days following receipt of written notice from all of the Other Districts specifying the default and describing the

steps required to be taken to remedy such default; or (b) upon the written consent of all of the Districts.

TIM Project Interlocal Agreement

The District and the Other Districts, together with Tradition Community Development District Nos. 1, 2, 7, 8, 9 and 10, have entered into that certain Interlocal Agreement for the Provision of Autonomous Electric Vehicle Trolley Services dated October 14, 2020, as amended, and as may be further amended from time to time (the “TIM Project Interlocal Agreement”).

The TIM Project Interlocal Agreement provides for matters relating to the planning, financing, acquiring, and constructing portions of a project consisting of autonomous electric trolley vehicles (“AVs”) and supporting services, and software applications to implement autonomous electric vehicle trolley or shuttle services (“AV Services”). The TIM Project, as defined in the Supplemental Indenture and the 2022 Supplemental Engineer’s Report, is subject to the terms and conditions of the TIM Project Interlocal Agreement.

Generally, the TIM Project Interlocal Agreement (i) delegates to Tradition Community Development District No. 1 the authority to provide for matters relating to the administration, operation and maintenance of the AVs and the AV Services (which includes the TIM Project), (ii) creates a mechanism for the districts that are parties to the TIM Interlocal Agreement to share in the cost of operation and maintenance of the AVs and the provision of AV Services, and (iii) provides for Tradition Community Development District No. 1 to own the AVs, on behalf of the District and the Other Districts, when the acquisition of AVs is financed or refinanced by the District or one of the Other Districts acting as the “Issuer” under the District Development Interlocal Agreement, or on behalf of one of Tradition Community Development District Nos. 7 through 10, when one of those districts is financing the acquisition of AVs. The TIM Project Interlocal Agreement also provides for advances to be made by the Master Developer (hereinafter defined) to fund acquisition of AVs and for the repayment of such advances by the District or one of the Other Districts, when the acquisition of AVs is financed or refinanced by the District or one of the Other Districts acting as the “Issuer” under the District Development Interlocal Agreement, or by one of Tradition Community Development District Nos. 7 through 10, when one of those districts is financing the acquisition of AVs.

The term of the TIM Project Interlocal Agreement terminates upon the sale or other disposition of the AVs.

See “INTRODUCTION—Certain Matters Relating to New Districts” regarding the expected joinder of the New Districts in the TIM Project Interlocal Agreement in the event the New Districts are established. Upon any joinder of the New Districts in the TIM Project Interlocal Agreement, such New Districts will have the same rights as the current Districts thereunder.

City Interlocal Agreement

The City, the District and the Other Districts have entered into that certain City/District Development Interlocal Agreement (Southern Grove) dated September 11, 2012 (the “City Interlocal Agreement”) to confirm, among other matters, the exercise by the District and the Other

Districts outside of their respective boundaries and the boundaries of any of the Districts of the powers granted by the Act with respect to their own District Infrastructure, consistent with the Act and the local government comprehensive plan of the City.

In the event the New Districts are established, such New Districts will be automatically deemed to be parties to the City Interlocal Agreement. See “INTRODUCTION—Certain Matters Relating to New Districts.”

CRA Interlocal Agreement

The City, the Port St. Lucie Community Redevelopment Agency (the “Agency”) and District No. 1 have entered into that certain Interlocal Agreement dated April 28, 2014 (the “CRA Interlocal Agreement”). The CRA Interlocal Agreement recognizes that the City has (i) established the Agency and adopted a community redevelopment plan, as amended (the “Redevelopment Plan”) for a community redevelopment area (the “Redevelopment Area”) within the City; (ii) has established a trust fund (the “Trust Fund”) for the Redevelopment Area; (iii) determined that the land within the boundaries of the Southern Grove DRI (hereinafter defined) is a blighted area located within the Redevelopment Area and that the Redevelopment Plan includes a guide for redevelopment within Southern Grove, including provision for development incentive payments; and (iv) has established a special assessment district (the “SAD”) to fund the costs of a City infrastructure project benefitting the lands within the Southern Grove DRI (the “SAD Project”) through the issuance of its special assessment bonds (the “SAD Bonds”), currently scheduled to mature on July 1, 2045. See “SOUTHERN GROVE—Overview” for more information about the SAD Project.

Pursuant to the Redevelopment Plan, tax increment revenues from a portion of the incremental increase in ad valorem taxes levied within Southern Grove are paid into the Trust Fund for community redevelopment within Southern Grove. The CRA Interlocal Agreement provides that the City and the Agency shall take such actions as may be necessary to deposit into the Trust Fund any “Increment Revenue” collected with respect to taxable property within the Southern Grove DRI and to transfer from the Trust Fund annually to a trust account established by District No. 1 an amount equal to 95% of such Increment Revenue (the “Transferred Revenues”). Increment Revenue is defined in the CRA Interlocal Agreement to mean the amount calculated annually pursuant to Section 163.87(1), Florida Statutes and received by the City for any parcel of taxable property within the Southern Grove DRI.

Generally, the CRA Interlocal Agreement provides for certain amounts of the Transferred Revenues to be paid by District No. 1 annually to owners of parcels in the Southern Grove DRI subject to assessment as a result of the SAD Bonds and for certain available Transferred Revenues to be used by District No. 1 to fund capital projects benefitting land subject to assessment as a result of the SAD Bonds, in each case subject to certain limitations in, and to the terms and conditions of, the CRA Interlocal Agreement.

The term of the CRA Interlocal Agreement terminates on September 30, 2025, subject to extension for additional successive five-year terms upon the written consent of the Agency and District No. 1 provided no later than 120 days prior to the expiration of the then current term. The CRA Interlocal Agreement may be terminated (i) by the City or the Agency upon the failure of

District No. 1 to cure, or to be actively taking steps to cure, any default in its obligations under the CRA Interlocal Agreement within 180 days following receipt of written notice from the City or the Agency specifying the default and describing the steps required to be taken to remedy such default, (ii) by District No. 1 upon the failure of the City and the Agency timely to make certain determinations set forth in the CRA Interlocal Agreement, or (iii) upon the written consent of the Agency and District No. 1.

During the Fiscal Year ended September 30, 2021, District No. 1 received approximately \$724,470.73 in Transferred Revenues and during the Fiscal Year ended September 30, 2022, District No. 1 received approximately \$1,072,283.12 in Transferred Revenues. No assurance can be made as to the amounts, if any, of Transferred Revenues to be received by District No. 1 in the future.

Stormwater Interlocal Agreement

The City and District No. 1, on behalf of the Districts, has entered into that certain Interlocal Agreement dated as of May 15, 2019 (the “Stormwater Interlocal Agreement”). The Stormwater Interlocal Agreement provides for the District No. 1, on behalf of the Districts, to assume the City’s responsibility for owning, operating and maintaining that portion of the stormwater system serving the City and lying within the boundaries of all of the Districts. In exchange, the City agrees to remit to District No. 1, on behalf of the Districts, a portion of the stormwater utility fees (the “SG Stormwater Fees”) collected by the City from assessable properties lying within the boundaries of all of the Districts. The amount to be remitted to District No. 1 is equal to 75% of the net SG Stormwater Fees collected by the City in each Fiscal Year. Pursuant to the Stormwater Interlocal Agreement, for Fiscal Year 2018-2019, a single payment of \$150,000 was made to District No. 1. Beginning in Fiscal Year 2019-2020, payments are made annually on or before the 15th day of each January, with respect to those SG Stormwater Fees collected by the City by December 31st. After January 15th, payments are made monthly, as SG Stormwater Fees are collected by the City. For the 2019-2020 Fiscal Year, the City remitted SG Stormwater Fees to District No. 1 in the aggregate amount of \$406,847.28. For the 2020-2021 Fiscal Year, the City remitted SG Stormwater Fees to District No. 1 in the aggregate amount of \$549,035.46. For the 2021-2022 Fiscal Year, through September 30, 2022, the City remitted SG Stormwater Fees to District No. 1 in the aggregate amount of \$619,924.59. The term of the Stormwater Interlocal Agreement extends in perpetuity, provided, however, either party may terminate the Stormwater Interlocal Agreement, with or without cause, by written notice provided not less than six months prior to such termination.

In the event the New Districts are established, the term “Districts” as used in the foregoing paragraph shall include the New Districts. See “INTRODUCTION—Certain Matters Relating to New Districts.”

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS

General

NEITHER THE 2022 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL

INDEBTEDNESS OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. THE 2022 BONDS AND THE INTEREST PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR ANY OF THE OTHER DISTRICTS OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OR THE OTHER DISTRICTS OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE OTHER DISTRICTS OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY THE DEBT SERVICE REQUIREMENTS OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS. RATHER, THE DEBT SERVICE REQUIREMENTS AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2022 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2022 PLEDGED REVENUES AND THE 2022 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2022 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

Payment of the principal of, premium, if any, and interest on the 2022 Bonds is secured by a pledge of and a first lien upon the 2022 Pledged Revenues and the 2022 Pledged Funds and Accounts. The 2022 Pledged Revenues are defined in the Indenture to mean all revenues received from the collection of the 2022 CI Assessments. The 2022 CI Assessments are levied on and allocated to certain assessable lands within the boundaries of the 2022 Assessment Area (also referred to herein as the “Benefitted Parcels”) benefitted by the 2022 CI Project.

The “2022 Assessment Area” consists of 637 platted single-family lots, together with platted non-residential properties totaling approximately 107.7 acres of additional assessable District Lands, as more fully described in the 2022 Supplemental Assessment Report. See “SPECIAL ASSESSMENT METHODOLOGY,” “THE 2022 ASSESSMENT AREA,” “APPENDIX E—Special Assessment Methodology Report and “APPENDIX H—Maps of the Districts’ Current and Proposed Boundaries.”

The 2022 Pledged Funds and Accounts consist of the Funds and Accounts established under the Indenture, other than the 2022-1 Rebate Account. The 2021-1 Bonds and the 2021-2 Bonds are payable from the 2022 Pledged Revenues, which are comprised primarily of the revenues derived by the Issuer from the levy and collection of the same 2022 CI Assessments on the same assessable District Lands in the 2022 Assessment Area, as more fully described herein.

Notwithstanding, because the 2022-1 Bonds are being issued as Tax-Exempt Bonds and the 2022-2 Bonds are being issued as Taxable Bonds, portions of the 2022 Trust Estate relating to proceeds of the 2022-1 Bonds must be held solely for the benefit of the 2022-1 Bonds. **Accordingly, as noted earlier, the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds.**

The District and the Other Districts having jurisdiction over the District Lands in the 2022 Assessment Area are authorized by the Act (including the District Development Interlocal Agreement) to finance and refinance construction and/or acquisition of the 2022 CI Project by levying the 2022 CI Assessments upon the Benefitted Parcels. The 2022 CI Assessments are a type of non-ad valorem assessment which may be imposed against the Benefitted Parcels upon the basis of a special benefit to such lands determined to result from the implementation of the 2022 CI Project. Non-ad valorem assessments are not based on millage and become a lien against the homestead as permitted by Section 4, Article X of the Florida State Constitution.

In addition, and not in limitation of, the covenants contained elsewhere in the Indenture, the District covenants in the Supplemental Indenture to comply with the terms of the proceedings heretofore adopted with respect to the 2022 CI Assessments and to levy and collect the 2022 CI Assessments and any required density reduction payments in accordance with the Assessment Proceedings in such manner as will generate funds sufficient to pay the principal of and interest and redemption premium, if any, on the 2022 Bonds, when due. By joinder to the Supplemental Indenture, each of the Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area has agreed to the foregoing.

The Supplemental Indenture provides that anything in the Indenture to the contrary notwithstanding, 2022 CI Assessments shall be collected pursuant to the Uniform Method; provided however, in the event the Districts are legally unable to use the Uniform Method, the District and/or the Administration District, on behalf of the Districts, may elect to collect and enforce such 2022 CI Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto. Upon an Event of Default with respect to the 2022 Bonds, the Majority Owners may direct the District and/or the Administration District, on behalf of the Districts, as to the method it will use to collect the 2022 CI Assessments and may require the Districts to bill and collect the 2022 CI Assessments directly, rather than through the Uniform Method, to the extent permitted by applicable law.

The District covenants in the Indenture to cause any revenues from 2022 CI Assessments collected or otherwise received by it to be deposited with the Trustee immediately upon receipt for deposit into the 2022 Revenue Account (provided that all 2022 Prepayment Principal relating to the 2022 CI Assessments shall upon receipt by the Trustee be deposited to the 2022 Prepayment Subaccount). For a discussion of the manner in which payments of the 2022 CI Assessments are enforced, see “ENFORCEMENT OF ASSESSMENT COLLECTIONS” herein.

The District has further covenanted in the Master Indenture that if any 2022 CI Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District or the applicable Other Districts shall be satisfied that any such 2022 CI Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District or any of the applicable Other Districts shall have omitted to make such 2022 CI Assessments when it might have done so, the District shall either (i) take all necessary steps to cause a new 2022 CI Assessment to be made by it or to enforce the provisions of the District Development Interlocal Agreement to cause one or more of the applicable Other Districts to make new 2022 CI Assessments, for the whole or any part of said improvement, or (ii) in its sole discretion, make up the amount of such 2022 CI Assessment from any legally available moneys,

which moneys shall be deposited into the applicable 2022 Revenue Account in the Revenue Fund. In case such second 2022 CI Assessment shall be annulled, the District shall obtain and make, or enforce the provisions of the District Development Interlocal Agreement to cause one or more of the applicable Other Districts to obtain or make, 2022 CI Assessments until valid 2022 CI Assessments shall be made. By joinder in the Supplemental Indenture, each of the Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area is deemed to have agreed to the foregoing.

NONE OF THE REVENUES DERIVED BY THE DISTRICT OR ANY OF THE OTHER DISTRICTS FROM THE LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS OTHER THAN THE 2022 CI ASSESSMENTS LEVIED BY THE DISTRICT AND THE OTHER DISTRICTS WITH JURISDICTION OVER THE DISTRICT LANDS IN THE 2022 ASSESSMENT AREA WILL SECURE OR OTHERWISE BE AVAILABLE TO PAY THE 2022 BONDS.

No Parity Bonds; Issuance of Other Obligations

The District (while it is serving as the “Issuer” for purposes of the District Development Interlocal Agreement) is expected to issue Bonds in addition to the 2022 Bonds to finance Community Infrastructure in addition to the 2022 CI Project, subject to the terms and conditions of the Indenture (hereinafter described), the District Development Interlocal Agreement and the Assessment Proceedings, as same may be amended from time to time.

Pursuant to the authority granted under the District Development Interlocal Agreement, any of the Other Districts then serving as the “Issuer” for purposes of the District Development Interlocal Agreement may issue bonds or other obligations to finance Community Infrastructure, subject to the terms and conditions of the Indenture, the District Development Interlocal Agreement and the Assessment Proceedings, as same may be amended from time to time.

The District may finance or refinance its own District Infrastructure or District infrastructure on behalf of any of the Other Districts, at the request of such Other Districts, and any of the Other Districts can finance or refinance its own District Infrastructure, in each case, subject to the terms and conditions of the Indenture, the District Development Interlocal Agreement and the Assessment Proceedings, as same may be amended from time to time.

The Supplemental Indenture provides that while the 2022 Bonds are Outstanding, other than Bonds issued to refund the then Outstanding 2022 Bonds, the issuance of which results in net present value debt service savings, the Issuer (or the entity then serving as the “Issuer” under the District Development Interlocal Agreement) shall not, while any 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2022 Trust Estate. The Issuer further covenants, and the Other Districts agree, by joinder in the Supplemental Indenture, that so long as the 2022 Bonds are Outstanding, they will not impose Assessments for capital projects on any property in the 2022 Assessment Area then subject to the 2022 CI Assessments, without the written consent of the Majority Owners, unless the 2022 CI Assessments have been Substantially Absorbed.

The Trustee is entitled to assume that the 2022 CI Assessments have not been Substantially Absorbed absent delivery to the Trustee of a certificate of a Responsible Officer of the Issuer to the contrary on which the Trustee may conclusively rely. For purposes of the foregoing, “Substantially Absorbed” shall mean the date when at least ninety percent (90%) of the principal portion of the 2022 CI Assessments have been assigned to properties within the 2022 Assessment Area in accordance with the Assessment Proceedings and such properties have received a certificate of occupancy.

The foregoing shall not preclude (i) the imposition of Assessments for capital projects comprising Public Infrastructure (and the issuance of Bonds in connection therewith) on District Lands in the 2022 Assessment Area then subject to the 2022 CI Assessments which are necessary, as determined by the Issuer (or the entity then serving as the “Issuer” under the District Development Interlocal Agreement), for health, safety or welfare reasons or to remediate a natural disaster; (ii) the Issuer (or the entity then serving as the “Issuer” under the District Development Interlocal Agreement) or any of the Other Districts from issuing Bonds pursuant to the Master Indenture to finance District Infrastructure payable from Assessments levied on property outside the 2022 Assessment Area; or (iii) the Issuer and any of the Other Districts from levying non-ad valorem special assessments, including Community Infrastructure Operation and Maintenance Assessments, on the same property in the 2022 Assessment Area then subject to the 2022 CI Assessments to provide for the administrative expenses of the Districts in which such property is located, the operation and maintenance expenses relating to Community Infrastructure (including the 2022 CI Project) or the operation and maintenance expenses relating to District Infrastructure serving property in the Districts, including property, if any, in the 2022 Assessment Area.

See “THE INTERLOCAL AGREEMENTS—District Development Interlocal Agreement.” See “Additional Assessments” below for additional information about existing overlapping assessments on the Benefitted Parcels and other assessments that may hereafter be levied on the Benefitted Parcels.

Additional Assessments

The Benefitted Parcels subject to the 2022 CI Assessments are also subject to SAD Assessments (hereinafter defined), the SG Stormwater Fees and certain additional non-ad valorem special assessments levied by the City in connection with the SAD Project (hereinafter defined). See “THE INTERLOCAL AGREEMENTS,” “SPECIAL ASSESSMENT METHODOLOGY,” “THE 2022 ASSESSMENT AREA” and “APPENDIX E—Special Methodology Report.”

In connection with the issuance of Refunding Bonds or Bonds issued pursuant to the Master Indenture, as described above under “No Parity Bonds; Issuance of Other Obligations,” Public Infrastructure Assessments may hereafter be levied on the Benefitted Parcels by the Districts in which such Benefitted Parcels are located.

Other than as provided in the prior paragraph, any Public Infrastructure Indebtedness in addition to the 2022 Bonds is expected to be payable from the revenues derived from the collection of Community Infrastructure Assessments or District Infrastructure Assessments allocated to properties outside the 2022 Assessment Area. See “SPECIAL ASSESSMENT

METHODOLOGY,” “THE 2022 ASSESSMENT AREA” and “APPENDIX E—Special Methodology Report.”

Additionally, the Districts impose, and are expected to impose, certain non-ad valorem operation and maintenance assessments, which are of equal dignity with the 2022 CI Assessments, on the Benefitted Parcels upon which the 2022 CI Assessments are imposed, to fund the allocable share of the administrative expenses of the Districts in which the Benefitted Parcels are located, the allocable share of the operation and maintenance costs associated with Community Infrastructure and the allocable share of the operation and maintenance costs of District Infrastructure, if any, serving the Benefitted Parcels. See “THE INTERLOCAL AGREEMENTS—‘District Development Interlocal Agreement’ and ‘TIM Project Interlocal Agreement’.”

In addition to the foregoing, public entities other than the Districts may impose taxes or other special assessments on the same properties encumbered by the 2022 CI Assessments without the consent of the Owners of the 2022 Bonds.

Enforcement of Payment of Assessments

The 2022 CI Assessments have a statutory first lien on Benefitted Parcels in the 2022 Assessment Area of equal dignity with the liens for ad valorem taxes (including voter-approved millage) and any non-ad valorem special assessments levied by the District and/or other governmental entities with jurisdiction over the lands in the Districts (collectively, the “Governmental Impositions”), superior to all other liens, including mortgages. The foregoing include operation and maintenance assessments, any Public Infrastructure Assessments levied in connection with Public Infrastructure (including the 2022 CI Assessments), the SG Stormwater Fees and the SAD Assessments.

When collected under the Uniform Method, all of the Governmental Impositions will be billed on a single tax bill and payable at one time with respect to the applicable Benefitted Parcels in the 2022 Assessment Area.

If a taxpayer does not make complete payment, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Generally, any partial payment is not accepted and any partial payment is returned to the taxpayer, except in the context of an action contesting a tax assessment, as more fully described herein under “ENFORCEMENT OF ASSESSMENT COLLECTIONS—Tax Collection Procedures.” Therefore, while the 2022 CI Assessments are collected pursuant to the Uniform Method, any failure to pay any one line item would likely cause the 2022 CI Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service Requirements on the 2022 Bonds. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS—Tax Collection Procedures.”

Under certain circumstances, the 2022 CI Assessments may be collected directly by the entity then serving as the Administration District pursuant to the District Development Interlocal Agreement (currently District No. 1), rather than through the Uniform Method. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS—Foreclosure.”

2022 Acquisition and Construction Account

General

The Supplemental Indenture establishes the 2022 Acquisition and Construction Subaccount and therein a 2022-1 Acquisition and Construction Subaccount and a 2022-2 Acquisition and Construction Subaccount. The Supplemental Indenture provides that amounts on deposit in the 2022-1 Acquisition and Construction Subaccount shall be applied from time to time to pay Costs of the 2022-1 CI Project and that amounts on deposit in the 2022-2 Acquisition and Construction Subaccount shall be applied from time to time to pay Costs of the 2022-2 CI Project, in each case, upon compliance with the requisition provisions set forth in the Indenture. See “2022 CI PROJECT.”

Pursuant to the Supplemental Indenture, amounts on deposit in the 2022-1 Capitalized Interest Subaccount shall, until and including November 1, 2023, be transferred into the 2022-1 Interest Subaccount and applied to the payment of interest first coming due on the 2022-1 Bonds and amounts on deposit in the 2022-2 Capitalized Interest Subaccount shall, until and including November 1, 2023, be transferred into the 2022-2 Interest Subaccount and applied to the payment of interest first coming due on the 2022-2 Bonds. After November 1, 2023 any amounts remaining (i) in the 2022-1 Capitalized Interest Subaccount shall be transferred into the 2022-1 Acquisition and Construction Subaccount, whereupon the 2022-1 Capitalized Interest Subaccount shall be closed and (ii) in the 2022-2 Capitalized Interest Subaccount shall be transferred into the 2022-2 Acquisition and Construction Subaccount, whereupon the 2022-2 Capitalized Interest Subaccount shall be closed.

The Supplemental Indenture provides that anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that (i) the 2022 Pledged Funds include, without limitation, all amounts on deposit in the 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the 2022 Bonds, the 2022 Pledged Funds may not be used by the Issuer (whether to pay costs of the 2022 CI Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the Issuer or the Administration District had incurred a binding obligation with third parties for work on the 2022 CI Project and payment is for such work, as evidenced in a written certificate of a Responsible Officer to the Trustee, and (iii) upon the occurrence of an Event of Default with respect to the 2022 Bonds, the 2022 CI Pledged Funds may be used by the Trustee and/or the Issuer or the Administration District, to the extent acting individually or jointly, to pursue remedies, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture, provided such action does not adversely impact the tax-exempt status of the 2022-1 Bonds. After the occurrence of an Event of Default, neither the Issuer nor the Administration District shall enter into any binding agreement to expend any amounts included in the 2022 Trust Estate unless authorized in writing by the Majority Owners.

Certain Matters Related to the 2022-1 Acquisition and Construction Subaccount

The Supplemental Indenture defines the “2022-1 CI Project” to mean public infrastructure improvements, facilities and vehicles comprising Community Infrastructure, more fully described in the 2022 Supplemental Engineer’s Report, and which may also include other components of Community Infrastructure described in the 2022 Supplemental Engineer’s Report and, subject to the provisions of the Supplemental Indenture relating to obtaining an opinion of Bond Counsel, other components of Community Infrastructure described in a future supplement to the Engineer’s Report. The 2022-1 CI Project shall, in all circumstances, exclude the TIM Project.

The Supplemental Indenture provides that notwithstanding anything to the contrary in the Master Indenture, upon the Date of Completion of the 2022-1 CI Project, any balance remaining in the 2022-1 Acquisition and Construction Subaccount not needed to pay any accrued but unpaid Costs of the 2022-1 CI Project which are required to be reserved in the 2022-1 Acquisition and Construction Subaccount in accordance with the certificate of the Consulting Engineer establishing such Date of Completion shall, at the written direction of a Responsible Officer of the Issuer (i) first be transferred to and deposited in the 2022-1 Rebate Subaccount in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited and (ii) the balance, if any, shall be transferred to the 2022-1 Prepayment Subaccount to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided in the Supplemental Indenture and therein, or, upon the Issuer obtaining an opinion of Bond Counsel, with a copy to the Trustee, to the effect that such application will not adversely affect the tax-exempt status of the 2022-1 Bonds, applied to pay the Cost of a Series Project or Additional Series Project comprising Community Infrastructure other than the 2022-1 CI Project, as shall be directed in writing by a Responsible Officer of the Issuer. See “DESCRIPTION OF THE 2022-1 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption.” When there remain no monies on deposit in the 2022-1 Acquisition and Construction Subaccount, including in the Subaccounts therein, such subaccount shall be closed.

Certain Matters Related to the 2022-2 Acquisition and Construction Subaccount

The Supplemental Indenture defines the “2022-2 CI Project” to mean the TIM Project and further provides that the 2022-2 CI Project may also include other components of Community Infrastructure described in the 2022 Supplemental Engineer’s Report and, subject to the provisions of the Supplemental Indenture relating to review by Bond Counsel or general counsel to the District, other components of Community Infrastructure described in a future supplement to the Engineer’s Report.

The TIM Project is defined in the Supplemental Indenture to mean the portion of the Community Infrastructure described in the 2022 Supplemental Engineer’s Report consisting of autonomous vehicles providing mass transit and any allocable portion of the pathways on which such vehicles travel.

The Supplemental Indenture also provides that notwithstanding anything to the contrary in the Master Indenture, upon the Date of Completion of the 2022-2 CI Project, any balance remaining in the 2022-2 Acquisition and Construction Subaccount not needed to pay any accrued but unpaid Costs of the 2022-2 CI Project which are required to be reserved in the 2022-2

Acquisition and Construction Subaccount in accordance with the certificate of the Consulting Engineer establishing such Date of Completion shall, at the written direction of a Responsible Officer of the Issuer, be transferred to the 2022-2 Prepayment Subaccount to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided in the Supplemental Indenture and therein, or, upon prior review by Bond Counsel or the District's general counsel, applied to pay the Cost of a Series Project or Additional Series Project comprising Community Infrastructure other than the 2022-2 CI Project, as shall be directed in writing by a Responsible Officer of the Issuer. See "DESCRIPTION OF THE 2022-2 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption." When there remain no monies on deposit in the 2022-2 Acquisition and Construction Subaccount, including in the Subaccounts therein, such subaccount shall be closed.

2022 Reserve Accounts

2022-1 Reserve Account

The Supplemental Indenture establishes the 2022-1 Reserve Account in the Reserve Fund, which will be funded on the date of issuance of the 2022-1 Bonds in an amount equal to the initial 2022-1 Reserve Account Requirement. Such 2022-1 Reserve Account shall consist only of cash and Investment Securities.

The Supplemental Indenture defines the "2022-1 Reserve Account Requirement" to mean an amount equal to 50% of the Maximum Annual Debt Service Requirement for the Outstanding 2022-1 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculation, notwithstanding anything to the contrary in the Master Indenture or herein, the determination of the "Outstanding 2022-1 Bonds" shall take into account any redemptions of 2022-1 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Upon the initial issuance of the 2022-1 Bonds, the 2022-1 Reserve Account Requirement is \$ _____, which does not exceed the lesser of (a) 125% of the average annual Debt Service for all Outstanding 2022-1 Bonds calculated as of the date of original issuance thereof or (b) 10% of the proceeds of the 2022-1 Bonds calculated as of the date of original issuance thereof.

Amounts on deposit in the 2022-1 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2022-1 Interest Subaccount and the 2022-1 Sinking Fund Subaccount to pay the Debt Service Requirements on the 2022-1 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose.

The calculation and recalculation of the 2022-1 Reserve Account Requirement shall be at the times set forth in Section 4.05 of the Supplemental Indenture, which provides that anything in the Indenture to the contrary notwithstanding, simultaneously with deposit by the Trustee of 2022-1 Prepayment Principal into the 2022-1 Prepayment Subaccount, the Trustee is authorized and directed to recalculate the 2022-1 Reserve Account Requirement and to transfer any resulting excess on deposit in the 2022-1 Reserve Account, if there is no Event of Default, into the 2022-1 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided for therein. Accordingly, the initial 2022-1 Reserve Account Requirement may reduce as a result of prepayment of 2022-1 CI Assessments.

The Supplemental Indenture further provides that the Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022-1 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in such account, from the first legally available sources of the District. Any surplus in the 2022-1 Reserve Account shall, if the Trustee does not have knowledge of an Event of Default, be deposited into 2022-1 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-1 Bonds as provided for therein.

The foregoing three paragraphs shall be subject in all respects to the following provisions of the Supplemental Indenture providing for the treatment of investment earnings on amounts on deposit in the 2022-1 Reserve Account when determining excess amounts or surplus on deposit in the 2022-1 Reserve Account.

On the earliest date on which there is on deposit in the 2022-1 Reserve Account sufficient cash, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022-1 Bonds, together with accrued interest and redemption premium, if any, on such 2022-1 Bonds to the earliest date of redemption permitted therein and in the Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the 2022-1 Reserve Account into the 2022-1 Prepayment Subaccount in the 2022-1 Redemption Account to pay and redeem all of the Outstanding 2022-1 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Earnings on investments in the 2022-1 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 5.04 of the Master Indenture) in the 2022-1 Reserve Account as of the most recent date on which amounts on deposit in such 2022-1 Reserve Account were valued by the Trustee, and if no withdrawals have been made from such 2022-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the 2022-1 Reserve Account shall be deposited into the 2022-1 Capitalized Interest Subaccount through November 1, 2023 and thereafter shall be deposited monthly into the 2022 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the 2022-1 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04 of the Master Indenture), or if after such date withdrawals have been made from the 2022-1 Reserve Account and have created such a deficiency, then earnings on investments in the 2022-1 Reserve Account shall be deposited into the 2022-1 Reserve Account until the amount on deposit therein or credited thereto is equal to the 2022-1 Reserve Account Requirement and thereafter shall be deposited into the 2022-1 Capitalized Interest Subaccount through November 1, 2023 and thereafter monthly into the 2022 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, prior to any transfers being made pursuant to this paragraph, transfers shall first be made to the credit of the 2022-1 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation

under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited.

2022-2 Reserve Account

The Supplemental Indenture establishes the 2022-2 Reserve Account in the Reserve Fund, which will be funded on the date of issuance of the 2022-2 Bonds in an amount equal to the initial 2022-2 Reserve Account Requirement. Such 2022-2 Reserve Account shall consist only of cash and Investment Securities.

The Supplemental Indenture defines the “2022-2 Reserve Account Requirement” to mean an amount equal to 50% of the Maximum Annual Debt Service Requirement for the Outstanding 2022-2 Bonds (as hereinafter determined) as of the time of any such calculation. For purposes of the foregoing calculation, notwithstanding anything to the contrary in the Master Indenture or herein, the determination of the “Outstanding 2022-2 Bonds” shall take into account any redemptions of 2022-2 Bonds to be made on the next succeeding redemption date immediately following the calculation date. Upon the initial issuance of the 2022-2 Bonds, the 2022-2 Reserve Account Requirement is \$_____.

Amounts on deposit in the 2022-2 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2022-2 Interest Subaccount and the 2022-2 Sinking Fund Subaccount to pay the Debt Service Requirements on the 2022-2 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose.

The calculation and recalculation of the 2022-2 Reserve Account Requirement shall be at the times set forth in Section 4.05 of the Supplemental Indenture, which provides that anything in the Indenture to the contrary notwithstanding, simultaneously with deposit by the Trustee of 2022-2 Prepayment Principal into the 2022-2 Prepayment Subaccount, the Trustee is authorized and directed to recalculate the 2022-2 Reserve Account Requirement and to transfer any resulting excess on deposit in the 2022-2 Reserve Account, if there is no Event of Default, into the 2022-2 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided for therein. Accordingly, the initial 2022-2 Reserve Account Requirement may reduce as a result of prepayment of 2022-2 CI Assessments.

The Supplemental Indenture further provides that the Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Quarterly Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2022-2 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in such account, from the first legally available sources of the District. Any surplus in the 2022-2 Reserve Account shall, if the Trustee does not have knowledge of an Event of Default, be deposited into 2022-2 Prepayment Subaccount, to be used for the extraordinary mandatory redemption of 2022-2 Bonds as provided for therein.

The foregoing three paragraphs shall be subject in all respects to the following provisions of the Supplemental Indenture providing for the treatment of investment earnings on amounts on deposit in the 2022-2 Reserve Account when determining excess amounts or surplus on deposit in the 2022-2 Reserve Account.

On the earliest date on which there is on deposit in the 2022-2 Reserve Account sufficient cash, taking into account other monies available therefor, to pay and redeem all of the Outstanding 2022-2 Bonds, together with accrued interest and redemption premium, if any, on such 2022-2 Bonds to the earliest date of redemption permitted therein and in the Supplemental Indenture, then the Trustee shall transfer the amount on deposit in the 2022-2 Reserve Account into the 2022-2 Prepayment Subaccount in the 2022-2 Redemption Account to pay and redeem all of the Outstanding 2022-2 Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Earnings on investments in the 2022-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 5.04 of the Master Indenture) in the 2022-2 Reserve Account as of the most recent date on which amounts on deposit in such 2022-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from such 2022-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the 2022-2 Reserve Account shall be deposited into the 2022-2 Capitalized Interest Subaccount through November 1, 2023 and thereafter shall be deposited monthly into the 2022-2 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the 2022-2 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04 of the Master Indenture), or if after such date withdrawals have been made from the 2022-2 Reserve Account and have created such a deficiency, then earnings on investments in the 2022-2 Reserve Account shall be deposited into the 2022-2 Reserve Account until the amount on deposit therein or credited thereto is equal to the 2022-2 Reserve Account Requirement and thereafter shall be deposited into the 2022-2 Capitalized Interest Subaccount through November 1, 2023 and thereafter monthly into the 2022-2 Revenue Account and used for the purpose of such Account.

Prepayment of 2022 CI Assessments

Pursuant to Chapter 170, Florida Statutes, any owner of property subject to 2022 CI Assessments may pay the entire balance of the 2022 CI Assessments remaining due, without interest, within thirty (30) days after the 2022 CI Project has been completed and the Board of Supervisors has adopted a resolution accepting the 2022 CI Project as provided by Section 170.09, Florida Statutes. Pursuant to that certain True-Up Agreement dated December 17, 2014 between Tradition Land Company, LLC (the "Interim Landowner") and the District, which is recorded in the public records of St. Lucie County, Florida, the Interim Landowner has waived this right on behalf of itself and all other owners of property in the 2022 Assessment Area subject to the 2022 CI Assessments.

The Assessment Proceedings also provide that any owner of property subject to 2022 CI Assessments may pay the entire principal balance of 2022 CI Assessments associated with the 2022 Bonds remaining due, in part one time, and in whole at any time, if there is also paid an

amount equal to the interest that would otherwise be due on such balance on the next succeeding Quarterly Redemption Date for the 2022 Bonds which is more than forty-five (45) days after the date of such prepayment.

The 2022 Bonds are subject to extraordinary mandatory redemption as indicated under “DESCRIPTION OF THE 2022 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption” from prepayments of 2022 CI Assessments by property owners. The prepayment of 2022 CI Assessments does not entitle the owner of the property to a discount for early payment.

Adjustments to 2022 CI Assessments

Under applicable Florida law, upon completion of the 2022 CI Project, the 2022 CI Assessments are to be credited, pro rata, with any excess of the original 2022 CI Assessments over the actual cost of the 2022 CI Project. In making such credit, no credit shall be given for bond financing costs, funded reserves or bond discount.

Acquisition Agreement

Pursuant to one or more written agreements, the District may acquire completed components of the 2022 CI Project from one or more of the owners of District Lands, in each case, including owners of land in the 2022 Assessment Area. The District may also reimburse the Master Developer for advances made to it, or on its behalf, in connection with the TIM Project pursuant to one or more written agreements between the District and the Master Developer. See “THE 2022 CI PROJECT” and “BONDHOLDERS’ RISKS—Item No. 11.”

Bankruptcy or Insolvency of a Landowner

For purposes of this section, the 2022 Bonds are the “Affected Bonds” and the 2022 CI Assessments are the “Affected Special Assessments.” The following summarizes the pertinent provisions of the Supplemental Indenture.

Pursuant to the Supplemental Indenture, the provisions of this section shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee, and the Trustee shall be obligated to act in accordance with directions from the Beneficial Owners of at least 25% of the aggregate principal of the Affected Bonds, with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee, provided that the Trustee has first been provided with indemnity satisfactory to it and such direction is in accordance with applicable law. The District agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The District acknowledges and agrees that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing; and if the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code; and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDHOLDERS' RISKS—Item Nos. 1 and 4."

Damage and Destruction of 2022 CI Project

The Master Indenture provides that the net proceeds of any casualty, whether from insurance or self-insurance, with respect to the 2022 CI Project may be deposited to the 2022 Acquisition and Construction Account to be used to repair, restore, rebuild or replace the 2022 CI Project. If the District determines not to so deposit such net proceeds, or if such net proceeds are insufficient to accomplish the repair, restoration, rebuilding or replacement of the 2022 CI Project, such net proceeds shall be deposited to the 2022 Revenue Account and applied in accordance with the Indenture. The foregoing is subject to the requirements and provisions of the District Development Interlocal Agreement pertaining to insurance of Public Infrastructure, which shall

control in the event of any inconsistencies between the foregoing and the District Development Interlocal Agreement. See “APPENDIX F—District Development Interlocal Agreement.”

ENFORCEMENT OF ASSESSMENT COLLECTIONS

Tax Collection Procedures

The primary sources of payment for the 2022 Bonds are the 2022 CI Assessments imposed on Benefitted Parcels in the 2022 Assessment Area pursuant to the Assessment Proceedings. See “SPECIAL ASSESSMENT METHODOLOGY” and “THE 2022 ASSESSMENT AREA.” The determination, order, levy, and collection of 2022 CI Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District and/or Administration District to comply with such requirements could result in delay in the collection of, or the complete inability to collect 2022 CI Assessments, during any year. Such delays in the collection of 2022 CI Assessments, or complete inability to collect 2022 CI Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of debt service requirements on the 2022 Bonds. To the extent that landowners fail to pay the 2022 CI Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District and/or the Administration District is essential to continued payment of principal of and interest on the 2022 Bonds. The Act provides for various methods of collection of delinquent 2022 CI Assessments by reference to other provisions of the Florida Statutes. The information later herein under “Uniform Method Tax Collection Procedure” and “Foreclosure” sets forth a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes, but is qualified in its entirety by reference to such statutes.

Enforcement of the obligation to pay 2022 CI Assessments and the ability to foreclose the lien created by the failure to pay 2022 CI Assessments, or the ability of the Tax Collector to sell tax certificates and ultimately tax deeds, may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

Uniform Method Tax Collection Procedure

The Florida Statutes provide that, subject to certain conditions, special assessments may be collected by using the Uniform Method. Under the Uniform Method for collecting non-ad valorem assessments, the Tax Collector will list on the assessment roll for each of the relevant tax years any 2022 CI Assessments, will include in the notice of proposed property taxes the dollar amount of such 2022 CI Assessments, and will include on the tax notice issued pursuant to Section 197.322, Florida Statutes, the dollar amount of such 2022 CI Assessments. Under the Uniform Method, the 2022 CI Assessments will be collected together with County, City and other taxes. The 2022 CI Assessments will appear on a single tax bill issued to each landowner in the 2022 Assessment Area. The statutes relating to enforcement of County taxes provide that County taxes become due and payable on November 1 of the year when assessed or as soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes (together with any assessments, including the 2022 CI Assessments, being collected by the Uniform Method) are to be billed, and landowners in the 2022 Assessment Area are required, subject to the next succeeding paragraph,

to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the 2022 CI Assessments.

All city, county, school and special district ad valorem taxes, non-ad valorem special assessments and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, including the 2022 CI Assessments, that are collected by the Uniform Method are payable at one time. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full and such partial payment is not to be accepted and is to be returned to the taxpayer, provided, however that a taxpayer may contest a tax assessment under Section 194, Part II, Florida Statutes and other applicable law. Section 194.171(3), Florida Statutes provides that before an action contesting a tax assessment may be brought, a taxpayer must pay to the Tax Collector the amount of the tax the taxpayer admits in good faith to be owing. Such payment by the taxpayer and the taxpayer's timely filing of an action contesting the tax suspends all proceedings for the collection of such contested tax prior to the final disposition of the action. Accordingly, a landowner that contests the levy or the amount of a particular tax assessment, which may possibly include non-ad valorem special assessments such as the 2022 CI Assessments collected by the Uniform Method, under the aforescribed circumstances may be permitted to pay only that amount that the landowner, in good faith, admits to be owing. In addition, Section 197.374, Florida Statutes provides that taxpayers appealing the assessed value or assigned classification of their property may make a partial payment of taxes before the delinquency date (typically April 1). See "BONDHOLDERS' RISKS—Item No. 9" for a discussion of the impact of such a contest on the District's ability to pay debt service on the 2022 Bonds.

Under the Uniform Method, if the 2022 CI Assessments are paid during November when due or at any time within thirty (30) days after the mailing of the original tax notice or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. March payments are without discount. Pursuant to Section 197.222, Florida Statutes, taxpayers may elect to pay estimated taxes, which may include non-ad valorem special assessments such as the 2022 CI Assessments in quarterly installments with a variable discount equal to 6% on June 30 decreasing to 3% on December 31, with no discount on March 31. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment, and the Tax Collector is required to collect taxes prior to April 1 and after that date to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Certain taxpayers that are entitled to claim homestead tax exemption under Section 196.031(1), Florida Statutes may defer payment of a portion of the taxes and non-ad valorem assessments and interest accumulated on a tax certificate, which may include non-ad valorem special assessments such as the 2022 CI Assessments. Deferred taxes and assessments bear interest at a variable rate not to exceed 7%. The amount that may be deferred varies based on whether the applicant is younger than age 65 or is 65 years old or older; provided that applicants with a household income for the previous calendar year of less than \$10,000 or applicants with less than the designated amount for the additional homestead exemption under Section 196.075, Florida Statutes that are 65 years old or older may defer taxes and assessments in their entirety (although the lien for such taxes remains in place).

Collection of delinquent 2022 CI Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of “tax certificates” and remittance of the proceeds of such sale to the District for payment of the 2022 CI Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay delinquent taxes and assessments plus an interest charge of 18% per annum on the amount of delinquent taxes. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Generally, tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County (being the county in which the assessed lands are located). During the pendency of any litigation arising from the contest of a landowner’s tax assessment collected through the Uniform Method, which may possibly include non-ad valorem special assessments such as the 2022 CI Assessments, it is possible that the tax collector will not sell tax certificates with respect to such property. See “BONDHOLDERS’ RISKS—Item No. 9” for a discussion of the impact of such a contest on the District’s ability to pay debt service on the 2022 Bonds. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector does not collect any money if tax certificates are issued to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the 2022 CI Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within 2022 Assessment Area may affect the demand for certificates and the successful collection of the 2022 CI Assessments, which are the primary source of payment of the 2022 Bonds.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part, by the person owning or claiming an interest in the underlying land, or a creditor thereof, at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant

is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholder and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the county may at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Taxes accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of offering for public sale, unsold lands escheat to the county in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the County commission.

Foreclosure

If for any reason the District and/or Administration District is legally unable to use the Uniform Method of collecting the 2022 CI Assessments, or if it is directed to do so by the Majority Owners following an Event of Default, the District and/or Administration District will, itself, directly collect the 2022 CI Assessments. Any 2022 CI Assessments that are billed and collected directly and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such 2022 CI Assessments shall not be deemed to be Delinquent Assessments unless and until same are not paid

by the applicable Interest Payment Date with respect to which they have been billed. By joinder in the Supplemental Indenture, each of the Other Districts with jurisdiction over the District Lands in the Assessment Area is deemed to have agreed to the foregoing.

When collecting 2022 CI Assessments directly, Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any part of the principal of a special assessment or the interest thereon, when due, the governing body of the District and/or the Administration District is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes, relating to foreclosure of municipal tax and special assessment liens.

In general, after the suit is commenced, there is a period of notice to, and an opportunity for response by, affected persons. Ultimately a hearing will be held and, if the court decides in favor of the Districts, a judgment will be rendered in the amount of the delinquent 2022 CI Assessments and costs of the proceeding. The judgment would also direct sale of the land subject to the delinquent Assessments by public bid to the highest bidder, with proceeds of the sale being applied to payment of the delinquent 2022 CI Assessments. If no bidder bids at least the amount of the delinquent 2022 CI Assessments and applicable costs, the Districts may obtain title to the land.

The Supplemental Indenture provides that notwithstanding anything to the contrary therein, the Districts shall be entitled to first recover from any foreclosure before such proceeds are applied to the payment of principal or interest or other amounts on the 2022 Bonds, all fees and costs expended in connection with such foreclosure, regardless whether such fees and costs are included as part of the 2022 CI Assessments.

Pursuant to the Master Indenture, if any District Lands in the 2022 Assessment Area shall be offered for sale for the nonpayment of any 2022 CI Assessments, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the 2022 CI Assessments (principal, interest, penalties and costs, plus attorney's fees, if any), the District and/or the Other Districts may then purchase such District Lands within their respective boundaries, and the proceeds of such purchase shall be paid to the District to be used to pay Delinquent Assessments. If the proceeds from such purchase are not sufficient to pay the applicable Delinquent Assessments, the applicable District shall take title to the property in its corporate name but for the benefit of the Registered Owners of the 2022 Bonds and pursuant to the authority of the District Development Interlocal Agreement, the District, on behalf of the itself and/or the applicable District or Districts, either through its own actions or actions caused to be done through the Administration District and/or Trustee, shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the 2022 Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed, the District shall cause written notice thereof to be mailed to the registered Owners of the 2022 Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such registered Owners. The District, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for the sale of property acquired by it

within thirty (30) days after the receipt of the request therefor signed by the registered Owners of twenty-five percent (25%) of the aggregate principal amount of all Outstanding 2022 Bonds. The net proceeds from such sale or foreclosure shall be used to redeem all or a portion of the 2022 Bonds. By joinder in the Supplemental Indenture, each of the Other Districts is deemed to have agreed to the foregoing.

THE DISTRICT

Legal Powers and Authority

General

The District is an independent local unit of special-purpose government and political subdivision of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “CDD Act”), as amended, and by ordinance of the City, as amended (the “Ordinance”).

The CDD Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The CDD Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation, and maintenance of the major infrastructure for community development.

The CDD Act provides that community development districts have the power to issue general obligation, revenue and special assessment bonds in any combination to pay all or part of the cost of infrastructure improvements authorized under the CDD Act. The CDD Act further provides that community development districts have the power to levy and assess taxes on all taxable real and tangible personal property, and to levy special assessments on specially benefitted lands, within their boundaries to pay the principal of and interest on bonds issued and to provide for any sinking or other funds established in connection with any such bond issues.

Among other provisions, the CDD Act gives the District’s Board of Supervisors (the “Board”) the right: (i) to hold, control, and acquire by donation, purchase, condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by the CDD Act and to make use of such easements, dedications, or reservations for any of the purposes authorized by the CDD Act; (ii) to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for various basic infrastructures, including district roads equal to or exceeding the specifications of the county in which such district roads are located, facilities for indoor and outdoor recreational, cultural and educational uses (if such powers are specifically granted), and any other project within or without the boundaries of the district when a local government has issued a development order approving or expressly requiring the construction or funding of the project by the District, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located or pursuant to a development order condition which applies to a district project; (iii) to borrow

money and issue bonds of the District; and (iv) to exercise all other powers necessary, convenient, incidental, or proper in connection with any of the powers or duties of the District stated in the CDD Act.

The CDD Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the CDD Act does not empower the District to grant building permits; with respect to the Development, these functions are performed by the City acting through its governing body and its departments of government.

The CDD Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the 2022 Bonds.

Interlocal Agreements; Potential Boundary Amendments and Establishment of New Districts

Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes: (i) the District and the Other Districts have entered into the District Development Interlocal Agreement; (ii) the District, the Other Districts and certain other community development districts have entered into the TIM Project Interlocal Agreement; (iii) the City, the District and the Other Districts have entered into the City Interlocal Agreement; (iv) the City, the Agency and District No. 1 have entered into the CRA Interlocal Agreement; and (v) the City and District No. 1 have entered into the Stormwater Interlocal Agreement. See “INTRODUCTION—Certain Matters Relating to New Districts” for information about the expected establishment of the New Districts, contraction of the District’s boundaries, and the joinder by the New Districts in the District Development Interlocal Agreement and the TIM Project Interlocal Agreement. See “THE INTERLOCAL AGREEMENTS—‘City Interlocal Agreement’ and ‘Stormwater Interlocal Agreement’” for information about the effect of the establishment, if any, of the New Districts on those agreements.

See “INTRODUCTION—Certain Matters Relating to New Districts” and “THE INTERLOCAL AGREEMENTS—District Development Interlocal Agreement—Matters Relating to Public Infrastructure Assessments,” for a discussion of the anticipated execution and delivery of the Assignment and Assumption Agreements relating to the 2022 CI Assessments by the District, the applicable Other Districts and New Districts, if the New Districts are established.

Governor’s Executive Order

On November 4, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the “Executive Order”) directing the office of Policy and Budget in the Executive Office of the Governor (“OPB”) to examine the role of special districts in the State, with a “special focus on increasing efficiency, fiscal accountability and transparency of operations to the public” and to submit reports to the

Governor setting forth its findings and recommendations, including any recommendations for legislative action. The Executive Order states that the OPB's review is necessary to determine whether special districts are serving a legitimate public purpose, governed efficiently, levying taxes, fees and assessments appropriately, being held accountable to the public whose lives they directly impact, operating in a transparent manner and prudently spending taxpayers' dollars. It is not possible to determine at this time what recommendations, if any, the OPB will make pursuant to the Executive Order that will impact the District and whether the Florida Legislature will implement any recommendations of the OPB through legislation that will impact the District. See "BONDHOLDERS' RISKS—Item No. 19," which also notes that Section 190.16(14) of the CDD Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the CDD Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Other Indebtedness

As noted under "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—No Parity Bonds; Issuance of Other Obligations," the District (while it is serving as the "Issuer" for purposes of the District Development Interlocal Agreement) is expected to issue Bonds in addition to the 2022 Bonds to finance Community Infrastructure in addition to the 2022 CI Project, subject to the terms and conditions of the Indenture, the District Development Interlocal Agreement and the Assessment Proceedings, as same may be amended from time to time. The District has previously issued the 2019 Bonds, the 2020 Bonds and the 2021 Bonds, which are Outstanding under the Master Indenture. See "THE INTERLOCAL AGREEMENTS—District Development Interlocal Agreement—General."

In addition, as noted under "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—No Parity Bonds; Issuance of Other Obligations," the District (while it is serving as the "Issuer" for purposes of the District Development Interlocal Agreement) may also issue District Infrastructure Indebtedness to finance District Infrastructure for itself or any of the Other Districts subject to the terms and conditions of the Indenture, the District Development Interlocal Agreement and the Assessment Proceedings, as same may be amended from time to time.

Board of Supervisors

The CDD Act provides for a five-member Board of Supervisors (the "Board") to serve as the governing body of the District. Members of the Board ("Supervisors") must be residents of the State of Florida and citizens of the United States. Initially, the Supervisors are elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors shall fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election of Supervisors, the two Supervisors with the highest number of votes are elected to serve four-year terms and the remaining three Supervisors serve for two-year terms.

Elections of Supervisors occur in November every two years. Until the later of six years after formation of the District or the year that the District attains at least 250 qualified electors, the CDD Act provides that Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each to a four-year term. The other Supervisor will be elected by landowners for a four-year term. Thereafter, as terms expire, all supervisors must be qualified electors and be elected by qualified electors to serve four-year terms. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the CDD Act.

As noted under “TRADITION—Interim Landowner’s Exit from Tradition,” the City formed a wholly owned entity, the Port St. Lucie Governmental Finance Corporation (“GFC”), to own certain land within the boundaries of the District and other portions of the Southern Grove DRI. Accordingly, GFC is a landowner and currently eligible to vote for members of the Board. In addition, the Master Developer (hereinafter defined) is a landowner within the District and currently eligible to vote for members of the Board. See “TRADITION—Master Developer’s Land Acquisition” and “SOUTHERN GROVE.” There are currently multiple landowners in the District and in certain of the Other Districts. Based on the existing and planned residential development within the boundaries of the District, the District reasonably expects that the members of the Board will ultimately be elected by qualified electors. All members of the Board to be elected by qualified electors are required by the CDD Act to be qualified electors. The first election at which qualified electors are eligible to vote for members of the Board is the November, 2022 election, however no candidates sought to be qualified for the three seats with expiring terms. Accordingly, pursuant to the CDD Act (i) the Board is required to declare a vacancy in each of these seats effective on the second Tuesday following the election date and (ii) to appoint a qualified elector to fill each of the vacancies by February 6, 2023. Until such appointment, the incumbent Board members in these seats remain in office. [TO BE UPDATED]

The CDD Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner. The current members of the Board and the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Frank Covelli*	Chair	11/24
Anissa Cruz* ⁽¹⁾	Vice Chair	11/22
Steven Dassa*	Supervisor	11/24
David Graham** ⁽¹⁾	Supervisor	11/22
Wesley McCurry** ⁽¹⁾	Supervisor	11/22

*Employee of the Master Developer or its affiliates.

**Employee of the City or its affiliates.

- (1) Until the Board appoints a qualified electors to fill this seat, the incumbent Board member remains in office. [TO BE UPDATED]

A majority of the Supervisors constitutes a quorum for the purposes of conducting the business of the District and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of the majority of the Supervisors present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's "sunshine" or open meetings law.

The District Manager and Other Consultants

The CDD Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The CDD Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for: (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provision of the CDD Act; (ii) maintaining and operating the equipment owned by the District; and (iii) performing such other duties as may be prescribed by the Board. Special District Service, Inc., Port St. Lucie, Florida, serves as the District Manager with responsibility for day-to-day operations of the District and as assessment consultant to the District.

The CDD Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, Gonano & Harrell, Fort Pierce, Florida, is serving as Counsel to the District; Culpepper & Terpening, Inc., Fort Pierce, Florida is serving as the District's Consulting Engineers; and Greenspoon Marder LLP, Fort Lauderdale, Florida, is serving as Bond Counsel and Disclosure Counsel in connection with the 2022 Bonds.

Additional Matters Relating to Special Districts

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its fund or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have qualified electors within five years of the issuance of tax-

exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the CDD Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. However, see the discussion above under “Board of Supervisors.”

There is no assurance that an audit by the Service will not be commenced with respect to the 2022 Bonds. See “TAX MATTERS” and “BONDHOLDERS’ RISKS—Item No. 16.”

The 2022 Bonds are part of an issue of Bonds which have been validated by a final, non-appealable order of the Circuit Court of the State of Florida in and for St. Lucie County, Florida, in which it was determined, *inter alia*, that the District has the authority under Florida law to issue such Bonds, that the purpose for which such Bonds were issued is legal under Florida law, and that the proceedings for issuance of such Bonds complies with the requirements of applicable Florida law. See “VALIDATION.”

THE 2022 CI PROJECT

The following summarizes certain matters set forth in the Consulting Engineer’s Report attached hereto (the “2022 Supplemental Engineer’s Report”). Reference is made to “APPENDIX A—Consulting Engineer’s Report” for a complete description of the matters summarized under this caption.

Portions of the Community Infrastructure have been, and are anticipated in the future to be, funded with Community Infrastructure Indebtedness. The cost of any Community Infrastructure described in the 2022 Supplemental Engineer’s Report and in any other supplemental engineer’s reports previously or hereafter approved by the District and any of the Other Districts in connection with Community Infrastructure Indebtedness is eligible to be financed and refinanced by proceeds of Community Infrastructure Indebtedness (including, without limitation, the 2022 Bonds), provided, however (i) only a portion of the proceeds of the District’s 2021 Bonds and the proceeds of the 2022-2 Bonds may be used to pay for a portion of the costs of the TIM Project and (ii) proceeds of Community Infrastructure Indebtedness issued on a tax-exempt basis, including the 2022-1 Bonds, may only be expended on Community Infrastructure costs eligible to be financed on a tax-exempt basis (which currently excludes the TIM Project). The issuance of additional Community Infrastructure Indebtedness is subject to the limitations of the Indenture, as described under “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—No Parity Bonds; Issuance of Other Obligations.”

[The 2022 Supplemental Engineer’s Report indicates that none of the components of the Community Infrastructure described in the 2022 Supplemental Engineer’s Report are required to be completed in order for the land in the 2022 Assessment Area subject to the 2022 CI Assessments to be developed for its intended end use, other than ____].

[The 2022 Supplemental Engineer’s Report describes Community Infrastructure projects that are on-going or planned to be undertaken in the next [up to 3] years and states that, taking into account certain prepaid Community Infrastructure Assessments available to fund costs of Community Infrastructure, it is reasonable to expect that proceeds of (i) the 2020 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose

approximately 3 years from the date of issuance of the 2020 Bonds (June 17, 2020), (ii) the 2021 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose approximately 3 years from the date of issuance of the 2021 Bonds (June 30, 2021), and (iii) the proposed 2022 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose within 3 years from the date of issuance of the 2022 Bonds.]

Portions of the Community Infrastructure may be constructed by or on behalf of the Districts and/or acquired from one or more of the owners of District Lands, including owners of land in the 2022 Assessment Area, with proceeds of Community Infrastructure Indebtedness, including the 2022 Bonds, subject to the limitations described above. The District may also reimburse the Master Developer for advances made to it, or on its behalf, in connection with the TIM Project pursuant to one or more written agreements between the District and the Master Developer, including with proceeds of the 2022-2 Bonds.

See “ESTIMATED SOURCES AND USES OF PROCEEDS” and “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—Acquisition Agreement.” See also “BONDHOLDERS’ RISKS—Item No. 11.”

SPECIAL ASSESSMENT METHODOLOGY

Reference is made to “APPENDIX E—Special Assessment Methodology Report” for the 2022 Supplemental Assessment Report and a description of matters relating to the 2022 CI Assessments and the allocation of the 2022 CI Assessments to Benefitted Parcels in the 2022 Assessment Area. The matters in the 2022 Supplemental Assessment Report attached hereto are preliminary and subject to change based on the final pricing details of the 2022 Bonds.

As a result of the application of the Methodology for allocating the Community Infrastructure Assessments as set forth in the “Third Supplemental Assessment Methodology Report for Public Infrastructure” dated August 1, 2019, approved as part of the Assessment Proceedings, and after taking into account certain prepayments, contributions and credits relating to Public Infrastructure Assessments as contemplated by the Assessment Proceedings, the 2022 CI Assessments will be collected with respect to Benefitted Parcels within the 2022 Assessment Area as described below under “THE 2022 ASSESSMENT AREA” and in the 2022 Supplemental Assessment Report attached hereto as APPENDIX E.

The 2022 Assessment Area consists of 637 platted single-family lots, together with platted non-residential properties totaling approximately 107.7 acres of additional assessable District Lands, as more fully described in the 2022 Supplemental Assessment Report.

If the New Districts are established in the manner anticipated prior to the issuance of the 2022 Bonds then, as of the date of issuance of the 2022 Bonds, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of the District and (ii) a portion of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10, respectively. Moreover, it will be a condition to the issuance of the 2022 Bonds

that the Assignment and Assumption Agreements described under “INTRODUCTION—Certain Matters Relating to New Districts” are executed and delivered.

If the New Districts are not established prior to the issuance of the 2022 Bonds then, as of the date of issuance of the 2022 Bonds, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of the District and (ii) a portion of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4 and Southern Grove Community Development District No. 6, respectively. See “INTRODUCTION—Certain Matters Relating to New Districts” regarding the anticipated execution and delivery of the Assignment and Assumption Agreements following the establishment, if any, of the New Districts.

See “THE 2022 ASSESSMENT AREA” and “APPENDIX H—Maps of the Districts’ Current and Proposed Boundaries.”

The Benefitted Parcels in the 2022 Assessment Area are also subject to the SAD Assessments and certain other non-ad valorem special assessments levied in connection with the SAD Project and the SG Stormwater Fees. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—Additional Assessments,” “SOUTHERN GROVE—Overview,” “2022 ASSESSMENT AREA—Other Taxes and Special Assessments” and “BONDHOLDERS’ RISKS—Item No. 9.”

TRADITION

The information presented under this caption “TRADITION” has been compiled by the District solely from public documents, records and other sources, including those of the District Manager.

Overview

“Tradition” is a large-scale, master-planned community encompassing approximately 8,200 acres. Tradition is the subject of three separate developments of regional impact (“DRI”) approvals from the State of Florida, referred to as the “Tradition DRI” (approximately 2,700 gross acres), “Western Grove DRI” (approximately 1,900 gross acres) and “Southern Grove DRI” (approximately 3,600 gross acres), respectively. The Southern Grove DRI is also sometimes referred to as “Southern Grove” hereinafter. Entitlements for the overall Tradition community allow the development of up to approximately 17,664 residential units (inclusive of single-family, multi-family and senior living units), up to 15.18 million square feet of commercial (retail, office, warehouse/industrial, and research and development space), a 300-bed hospital, 1,201 hotel rooms and community and amenities space.

A portion of the Tradition community was initially located within the unincorporated boundaries of St. Lucie County, Florida and was subsequently annexed into the boundaries of the City of Port St. Lucie (the “City”). The entire Tradition community is now located within the boundaries of the City. Tradition is located near major transportation corridors, including Interstate-95 (“I-95”), Tradition Parkway and the Florida Turnpike, with five miles of continuous

frontage along I-95, including three interchanges at Crosstown Parkway, Tradition Parkway and Becker Road. Tradition is located near the Martin County line in the portion of the State of Florida commonly referred to as the Treasure Coast, which consists of St. Lucie, Martin and Indian River Counties. Tradition is within close proximity to public beaches, parks and golf courses, and is situated approximately fifty miles north of West Palm Beach, Florida and approximately 120 miles southeast of Orlando, Florida.

Development activities within Tradition commenced in mid-2002 and since such time, a significant amount of residential and mixed-use development has occurred. Based upon information obtained from the St. Lucie County Property Appraiser such vertical development activities include approximately (i) 5,500 single-family homes spanning multiple master-planned communities and neighborhoods developed or under development by local, regional and national homebuilders including, without limitation, the Master Developer, D.R. Horton, Pulte/Del Webb, Taylor Morrison, Minto and GHO Homes, (ii) 2,000 multi-family units including condominiums, apartments and senior living units (independent, assisted and acute care), (iii) 2.7 million square feet of office, research, warehouse and retail space, (iv) a 180-bed hospital, and (v) 405 hotel rooms.

Prior Master Developer and the Interim Landowner

The previous primary landowner of the lands in Tradition was Tradition Land Company, LLC, an Iowa limited liability company (the “Interim Landowner”). The entities initially responsible for master development activities in Tradition, Horizons St. Lucie Development, LLC and Horizons Acquisition 5, which were wholly owned subsidiaries of Core Communities, LLC (collectively, the “Prior Master Developer”), began development of Tradition in 2002. Affiliates of the Interim Landowner, as lenders to the Prior Master Developer, acquired the land owned by the Prior Master Developer in Tradition as part of a loan workout in 2010. The Interim Landowner was subsequently established for purposes of assuming ownership of the lands owned by the Prior Master Developer.

The Interim Landowner did not serve as a developer of Tradition and did not contemplate constructing vertical uses in Tradition. Instead, the responsibilities of the Interim Landowner included marketing and sale of the real estate within the portions of Tradition owned by the Interim Landowner, maintenance of permits, licenses and property entitlements, maintaining relationships with the City as it related to the ongoing planning, permitting and entitling of the portion of the Tradition project, and establishing and maintaining relationships with home builders, commercial property owners, and other third party stakeholders.

Interim Landowner’s Exit from Tradition

In 2017, the Interim Landowner began a process to divest its interest in Tradition and engaged a broker who specializes in the liquidation of large and complex assets. Late in 2017, the Interim Landowner offered the remaining lands owned by the Interim Landowner in the Southern Grove DRI, the Tradition DRI and the Western Grove DRI (collectively, the “Tradition Lands”) for sale.

The broker successfully marketed all of the Tradition Lands other than the properties in the Southern Grove DRI planned to be developed with non-residential uses (the “Remaining SG Non-Residential Land”) to Mattamy Palm Beach, LLC, a Delaware limited liability company (the “Master Developer”). See “Master Developer’s Land Acquisition” below. The Interim Landowner then offered to convey the Remaining SG Non-Residential Land to the City. The City determined that it would be in its best interests to acquire the Remaining SG Non-Residential Land and develop a disposition plan to facilitate diversification of ownership of the Remaining SG Non-Residential Land. Accordingly, the City formed the Port St. Lucie Governmental Finance Corporation (“GFC”), which entered into a “Transfer Agreement” with the Interim Landowner for the transfer of approximately 1,223 acres of the Remaining SG Non-Residential Land (the “SG Transferred Property”) to GFC in “AS-IS” condition for no purchase price. The transaction closed in 2018. GFC’s governing board is comprised of the members of the City Council of the City from time to time. See “THE DISTRICT.” The City also owns certain property in Southern Grove, which it leases to third parties. Subsequent to the transfer of the SG Transferred Property, GFC has sold approximately 538 acres to third parties in multiple transactions. See “SOUTHERN GROVE – Status of Development.”

Master Developer’s Land Acquisition

In June 2018, the Master Developer purchased the Tradition Lands, other than the Remaining SG Non-Residential Property, from the Interim Landowner (the “Mattamy Land”). The Mattamy Land consisted of approximately 3,028 acres (of which approximately 1,214 acres were located in Southern Grove). The total cash purchase price paid by the Master Developer was \$26.1 million and included certain impact fee credits and intangible property.

At the time of purchase, the Mattamy Land was entitled as follows: (i) approximately 1,786 acres for development thereon of 4,000 units of available residential density and 220,000 square feet of available retail/office square footage within the Western Grove DRI (the “Western Grove Property”), (ii) approximately 1,214 acres for development thereon of 2,010 units of single family, 808 units of multi-family and 576 apartment units of available residential density, 895,940 retail/office square footage, plus 240 hotel rooms, and commercial property containing approximately 37 acres and 123,449 square feet of available retail/commercial square footage within the Southern Grove DRI (the “Southern Grove Property”), and (iii) approximately 27.75 acres for development thereon of 20 single family units, 130 multi-family units of available residential density and 90,000 square feet of available retail square footage within the Tradition DRI (the “Tradition Property”). The referenced DRIs have subsequently been modified to accommodate changes in the development program.

While the Master Developer controls the remaining entitlements pertaining to the undeveloped portions of the Tradition Property and Western Grove Property, the Interim Landowner’s divestment of its remaining property in the Southern Grove Property resulted in a need to fairly and equitably identify and allocate the responsibilities remaining under the Southern Grove DRI Development Order between the Master Developer and GFC. Accordingly, the Master Developer (by assignment from the Interim Landowner) and GFC have agreed in writing to cooperate with each other on, among other matters, requesting amendments to the Southern Grove DRI and requesting changes impacting Public Infrastructure undertaken by the Districts.

Master Developer

The following information is provided based on information provided by Mattamy (hereinafter defined) on its website. The Master Developer is affiliated with and doing business under the name Mattamy Homes ("Mattamy"), a privately-held corporation and the largest privately-owned home builder in North America. Originally established in 1978 in Ontario, Canada by Peter Gilgan, Mattamy is now Canada's largest new home construction and development firm, with homes built in communities that stretch across the greater Toronto Area, as well as Ottawa, Calgary and Edmonton. In the United States, Mattamy is represented in eleven (11) metropolitan areas: Raleigh, Charlotte, Phoenix, Tucson, Dallas, Jacksonville, Orlando, Tampa, Sarasota, Naples and Southeast Florida. With operations across Canada and the United States, homes available for sale in ninety (90) communities, and over 100,000 homes built, Mattamy is a leading homebuilding brand in North America. During its fiscal year 2022 (ending May 31, 2021), the most recent fiscal year information publicly available, Mattamy closed on approximately 7,723 homes and had approximately \$4.6 billion in revenue (in Canadian dollars).

The scope of Mattamy's operations encompasses land acquisition, community design and development, and housing and parkland design and construction, with particular emphasis on creating complete communities. Mattamy offers personalized homes in desired locations across a wide variety of demographics, price points, and ages and stages in life. Its core target market includes first-time buyers and move-up families, as well as the empty-nester and second home segments.

Mattamy is currently actively developing a number of large-scale developments in Florida in addition to its involvement in developing the Mattamy Land. Such projects include, without limitation, Rivertown (Jacksonville) planned for approximately 4,500 residential units and mixed-uses, Wellen Park (North Port) planned for approximately 16,000 residential units and mixed-uses and Newfield (Martin County) planned for approximately 4,200 residential units and mixed-uses. In addition, Mattamy has or is also currently actively developing a number of additional residential projects including, without limitation, Boyette Springs (Tampa), Parkview at Long Lake Ranch (Tampa), Tapestry (Orlando), Celebration – Island Village (Orlando) and Meridian Parks (Orlando). One or more community development districts or special tax districts have been established for each of the aforementioned projects.

SOUTHERN GROVE

The information presented under this caption "SOUTHERN GROVE" has been compiled by the District solely from public documents, records and other sources, including those of the District Manager. See Appendix H attached hereto for a map depicting the current boundaries of the Districts and a map depicting the boundaries of the Districts and the New Districts if the New Districts are established. See "INTRODUCTION—Certain Matters Relating to New Districts.

Overview

Southern Grove encompasses approximately 3,600 acres and is generally bordered on the east by I-95; on the west by the "Riverland" community being actively developed by G.L. Homes, the completed Towne Park community developed by The Minto Group and undeveloped property;

on the north by Tradition Parkway; and on the south by Becker Road and undeveloped property. As previously discussed under “TRADITION,” the acreage constituting Southern Grove is situated in the Southern Grove DRI which is governed by the Southern Grove DRI Development Order (City Resolution 21-R136) which provides for the development of up to 7,674 residential units (inclusive of single-family, multi-family and senior living units), 4,442,925 square feet of retail, office and research space, 8,745,000 square feet of warehouse space, 1,051 hotel rooms and 300 hospital beds. The Southern Grove DRI Development Order contains several conditions that must be implemented at certain prescribed development thresholds, including obligations for the construction of infrastructure (roads, water, sewer, drainage), dedication of school and park sites, conducting traffic studies, and the provision of other adequate public facilities commensurate with impacts. The Districts have been established with jurisdiction over the land comprising the Southern Grove DRI to facilitate the development of public infrastructure. See “THE INTERLOCAL AGREEMENTS” and “THE DISTRICT.”

In addition to the Districts, the City has established the SAD which encompasses the land in the Southern Grove DRI. The City financed, and subsequently refinanced, a portion of the public infrastructure needed to serve the land in the SAD (comprised of the benefitted land in the Southern Grove DRI) through the SAD Bonds. The improvements funded by the SAD Bonds include the Interstate-95 interchange at Becker Road, a four-lane divided section of Becker Road from the Interstate-95 interchange to Village Parkway and four miles of Village Parkway from Becker Road to Tradition Parkway. The Village Parkway improvements include a four-lane divided roadway, water and sewer trunk lines and signalization. The SAD Bonds also funded Community Boulevard south of Tradition Parkway. The SAD Bonds are payable from the SAD Assessments levied by the City on benefitted land within the SAD. The City has also established a community redevelopment area that includes the land in the Southern Grove DRI. Owners of land in the Southern Grove DRI are eligible to receive a portion of certain tax increment revenues generated annually in the Southern Grove DRI. See “THE INTERLOCAL AGREEMENTS—CRA Interlocal Agreement.” While the SAD funded the completion of the existing backbone infrastructure, the Southern Grove DRI requires additional infrastructure to be constructed to support the overall development of Southern Grove.

As noted above under “TRADITION” a significant portion of the undeveloped land in Southern Grove is owned by the Master Developer and GFC. In addition, as more fully described below under “2022 ASSESSMENT AREA,” the Benefitted Parcels in the 2022 Assessment Area are located within a portion of Southern Grove.

Status of Development

Development of the roadway improvements funded with the SAD Bonds described above commenced in 2007 and were subsequently completed thereby providing for a third interchange on I-95 and the main north-south parkway traversing Southern Grove. Since such time, a significant amount of horizontal and vertical development activities have occurred in Southern Grove, certain of which are discussed in more detail below, which information was obtained from publicly available sources. The below does not purport to address all development activities in Southern Grove.

Single-Family Residential

National homebuilder Pulte Homes Company, LLC (“Pulte Homes”) commenced development of the first single-family residential community in Southern Grove, under its Del Webb active adult brand in early 2017 known as “Del Webb Tradition.” The community is roughly midway on Village Parkway, approximately one and one-half miles south of the intersection of Tradition Parkway and Village Parkway. Del Webb Tradition is planned to include approximately 900 single-family homes and recreational facilities. Multiple phases and sub-phases thereof consisting of 653 lots have been developed and platted and the main recreational facility complex has been completed. Sales within Del Webb Tradition commenced in the fourth quarter of 2018 and approximately 538 homes were sold to end users as of September 20, 2022. Pulte is currently offering homes at base prices generally ranging from \$349,990 to \$565,990. Only a portion of Del Webb Tradition, consisting of 94 platted lots in the third phase, is included in the 2022 Assessment Area. See “THE 2022 ASSESSMENT AREA.”

Pulte Homes is also developing an additional community known as “Heron Preserve” just north of its Del Webb Tradition community and planned for 408 single-family units and recreational facilities. The initial phases consisting of 324 lots has been developed and platted. Sales within Heron Preserve commenced in the third quarter of 2019 and approximately 267 homes were sold to end users as of September 20, 2022. Pulte Homes is currently offering homes in Heron Preserve at prices generally ranging from \$371,990 to \$559,990.

The Master Developer has completed horizontal development and sell-out of the first single-family residential neighborhood developed for the purpose of providing finished lots for its homebuilding operations for which it builds under the name “Mattamy Homes.” See “TRADITION--Master Developer.” This neighborhood, known as “Manderlie” is located in the northwestern portion of Southern Grove and includes 173 single-family units and recreational facilities. Sales within Manderlie commenced in the summer of 2020 with home sell-out having occurred in approximately 12 months.

Mattamy Homes is currently underway with development of a 442-unit 55+ active adult amenitized community known as “Telaro” situated on the west side of Village Parkway just south of Discovery Way. Development activities commenced in the third quarter of 2020, with development of the initial phase planned for 186 lots developed and platted. Mattamy Homes is underway with development activities in the final phases of Telaro consisting of 256 lots with all of such lots having received plat approval in July 2022. Sales activity commenced in the Fall of 2021 and approximately 149 homes were sold as of September 20, 2022. Mattamy Homes is currently offering homes in Telaro at base prices generally ranging from \$352,990 to \$599,990. The final phases of Telaro, consisting of 256 platted lots, are included in 2022 Assessment Area. See “THE 2022 ASSESSMENT AREA.”

Mattamy Homes is currently underway with development of a 214-unit primary home community known as “Kenley” situated on the west side of Village Parkway just south of the Paar Road extension. Development activities commenced in the first quarter of 2022 with all of 214 lots having received plat approval in May 2022. Sales activities are anticipated to commence in the [] quarter of [] 202[]. Kenley, consisting of 214 platted lots, is included in 2022 Assessment Area. See “THE 2022 ASSESSMENT AREA.”

An affiliate of GHO Homes, a regional homebuilder, is currently underway with development of a single-family unit neighborhood situated just east of the intersection of Becker Road and Village Parkway. Such neighborhood is known as “Belterra” and is planned to include approximately 300 single-family units and recreational facilities. Development and platting activities with the initial phase of Belterra, planned to include 73 units, is complete. Further, model and inventory home construction is underway. GHO Homes is currently directing prospective customers to their sales office in the Lake Park neighborhood in Tradition until model home completion. GHO Homes is currently advertising homes at base prices generally ranging from \$649,990 to \$807,990. The initial phase of Belterra consisting of 73 platted lots, is included in 2022 Assessment Area. See “THE 2022 ASSESSMENT AREA.”

Multi-Family Residential (apartments and build-to-rent)

Southern Grove currently includes three completed apartment complexes and three under vertical construction as well as a build-to-rent neighborhood that is under vertical construction as detailed below.

Completed

- “Springs at Tradition” includes 304 units and is situated in the northwestern portion of Southern Grove on the west side of Village Parkway.
- “Grande Palms” includes 300 units and is situated north of Discovery Way and west of Village Parkway.
- “Village at Tradition” includes 372 units and is located on the east side of Village Parkway south of Discovery Way.

Under Construction

- “Grande Palms” is under vertical construction and is the second 300-unit phase of the completed Grande Palms apartment complex adjacent to the south. See “THE 2022 ASSESSMENT AREA.”
- “Boardwalk at Tradition” is under vertical construction and planned to include 214 units adjacent to the Manderlie neighborhood and completed Springs at Tradition apartment complex in the northwest portion of Southern Grove.
- “Lucie at Tradition” is under vertical construction and planned to include 264 units adjacent to the under-development Watermark apartment complex and completed Springs at Tradition apartment complex in the northwestern portion of Southern Grove.
- “The Cottages Tradition” is under vertical construction and planned for 286 carriage and cottage homes situated in the southern portion of Southern Grove on the west side of SW Village Parkway just east of the Kenley neighborhood being developed by Mattamy Homes.

Senior Housing

Horizontal and vertical development activities are underway on “Encore at Tradition”, a 415-unit independent and assisted living community situated at the intersection of Becker Road and Village Parkway. Current development plans include a residential and recreational component, including two four-story apartment buildings with 115 units, as well as 300 villas in 60 buildings surrounding four lakes with walking and biking trails. The recreational space is planned to include a two-story clubhouse encompassing over 26,000 square feet with a restaurant, exercise facilities, sports bar and a salon. Community amenities are planned to include a pool, spas, pickleball court, bocce, fire pits and an outdoor dining facility.

Mixed-Use

Mixed-use development activities initially occurred in the northern portion of Southern Grove situated on both the west and east sides of Village Parkway. However, mixed-use development activities are underway throughout Southern Grove.

On the east side of Village Parkway, there is an approximately 150-acre area at the southwest corner of I-95 and Tradition Parkway designated as the Tradition Center for Innovation (TCI), a research and development park. The information appearing below provides a summary of development in TCI and further south on the east side of Village Parkway to the southern boundary of Southern Grove.

Completed

- Torrey Pines Institute for Molecular Studies (TPIMS) – 85,937 square foot building ground leased to TPIMS by Florida International University via assumption of the City’s position as the lessor.
- Cleveland Clinic Martin Health – 180 bed hospital.
- Tradition HealthPark One – 45,238 square foot medical office building.
- Tradition HealthPark Two – 64,128 square foot medical office building.
- Center for Bio-Sciences – 92,142 square foot building currently owned by the City that was formerly occupied by the Oregon Health and Science University Vaccine and Gene Therapy Institute Florida Corp. as a biomedical and scientific research laboratory and educational facility. In November 2019, the City entered into a 15-year lease with a purchase option with Cleveland Clinic Lerner Research Institute which plans to create a vaccine and immunotherapy institute that will become the focal point for development of therapies across the areas of cancer, neuroscience, infectious disease and allergies.
- South Florida Orthopedics and Ortho Injury Walk-in Clinic – 32,360 square foot medical office and urgent care building.

- Keiser University – a 75,146 square foot building housing an educational campus.
- Hilton Homewood Suites – 111-room hotel.
- Recovery Sports Bar and Grill – 6,518 square foot sports-themed family restaurant.
- Innovation Plaza – 10,478 square foot retail building.
- Pop Stroke – 6,251 square foot restaurant and mini-golf.
- City Electric Supply – 411,852 square foot manufacturing, warehouse and office facility.
- Healthcare Center at Tradition – 34,350 square foot medical office building.
- Courtyard by Marriott – 84-room hotel.
- Premier Medical Plaza – 9,986 square foot medical office.
- Tru by Hilton – 82-room hotel.
- Federal Express – 245,100 square foot distribution facility.
- Multi-tenant retail – 10,476 square foot retail building.
- Multi-tenant retail – 14,040 square foot retail building See “THE 2022 ASSESSMENT AREA.”

Under Construction

- Amazon – 220,000 square foot distribution facility.
- Cheney Brothers – 351,869 square foot food distribution facility. See “THE 2022 ASSESSMENT AREA.”
- Accel – 150,351 square foot wire and cable manufacturing facility. See “THE 2022 ASSESSMENT AREA.”
- Oculus Surgical – 75,246 square foot ophthalmic instrument manufacturing facility. See “THE 2022 ASSESSMENT AREA.”
- Legacy Park at Tradition (Lot 2)– 168,000 square foot spec building just south of Fed Ex facility with leasing underway. See “THE 2022 ASSESSMENT AREA.”

- Legacy Park at Tradition (Lot 4) – 520,000 square foot spec building just south of Amazon distribution facility.

In addition, development activities on the west side of Village Parkway and north of Discovery Way include the following:

Completed

- Wawa – 6,280 square foot gas station/convenience store.
- Panda Express – 2,766 square foot restaurant.
- Verizon – 2,500 square foot retail store.
- Culvers – 4,652 square foot restaurant.
- Heartland Dental – 4,000 square foot dental care facility.
- PDQ – 2,784 square foot restaurant.
- Burger King – 2,967 square foot restaurant.
- Starbucks – 2,500 square foot coffee shop/restaurant. See “THE 2022 ASSESSMENT AREA.”
- Multi-tenant retail – 5,124 square foot retail building.
- Multi-tenant retail – 9,350 square feet. See “THE 2022 ASSESSMENT AREA.”
- Multi-tenant retail – 5,820 square feet. See “THE 2022 ASSESSMENT AREA.”
- Multi-tenant retail – 14,040. See “THE 2022 ASSESSMENT AREA.”

Under Construction

- Paradise Car Wash – 9,969 square foot car wash. See “THE 2022 ASSESSMENT AREA.”

The table below illustrates the status of development described above.

Land Use/Status	Single-Family Residential (units) (2)	Multi-Family Residential (units) (3)	Apartments (units)	Research (square feet)	Office (square feet)	Retail (square feet)	Warehouse (square feet)	Hotel (rooms)	Hospital (beds)
Completed (1)	1,879	0	976	287,445	155,842	92,504	656,963	277	180
Under Construction	327	701	1,064	0	0	9,969	1,485,466	0	0
	2,206	701	2,040	287,445	155,842	102,473	2,142,429	277	180

(1) Platted lots in the case of single-family residential.

(2) As of September 20, 2020, approximately 1,127 homes had been sold to end-users.

(3) Includes independent living, assisted living and build-to-rent units.

THE 2022 ASSESSMENT AREA

The information presented under this caption “THE 2022 ASSESSMENT AREA” has been compiled by the District solely from public documents, records and other sources, including those of the District Manager. See “BONDHOLDERS’ RISKS” for a discussion of certain risks associated with the 2022 Bonds and the 2022 Assessment Area.

General

As described under “SPECIAL ASSESSMENT METHODOLOGY,” the 2022 CI Assessments will be allocated to the Benefitted Parcels in the 2022 Assessment Area. The 2022 Assessment Area includes a portion of the completed uses and those under construction in Southern Grove as described above under the heading “SOUTHERN GROVE.” The “2022 Assessment Area” consists of 637 platted single-family lots, together with platted non-residential properties totaling approximately 107.7 acres of additional assessable District Lands, as more fully described in the 2022 Supplemental Assessment Report.

If the New Districts are established in the manner anticipated prior to the issuance of the 2022 Bonds then, as of the date of issuance of the 2022 Bonds, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of the District and (ii) a portion of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 8, Southern Grove Community Development District No. 9 and Southern Grove Community Development District No. 10, respectively. Moreover, it will be a condition to the issuance of the 2022 Bonds that the Assignment and Assumption Agreements described under “INTRODUCTION—Certain Matters Relating to New Districts” are executed and delivered.

If the New Districts are not established prior to the issuance of the 2022 Bonds, as of the date of issuance of the 2022 Bonds then, the 2022 Assessment Area will be comprised of the assessable District Lands located in (i) a portion of the boundaries of the District and (ii) a portion

of the boundaries of Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4 and Southern Grove Community Development District No. 6, respectively. See “INTRODUCTION—Certain Matters Relating to New Districts” regarding the anticipated execution and delivery of the Assignment and Assumption Agreements following the establishment, if any, of the New Districts.

See also “SPECIAL ASSESSMENT METHODOLOGY,” “APPENDIX E—Special Assessment Methodology Report” and “APPENDIX H—Maps of the Districts’ Current and Proposed Boundaries.”

Allocation Threshold

The Methodology for allocating the Community Infrastructure Assessments as set forth in the “Third Supplemental Assessment Methodology Report for Public Infrastructure” dated August 1, 2019, approved as part of the Assessment Proceedings, provides for the allocation of CI Assessments to Benefitted Parcels that have achieved their applicable “Allocation Threshold,” which, in the case of single-family property, is at the time of final plat recordation and in the case of multi-family or non-residential property, is upon site plan approval and issuance of a building permit. As illustrated and described in more detail herein, certain of the Benefitted Parcels have achieved the applicable Allocation Threshold and are included in the 2022 Assessment Area.

See also “SOUTHERN GROVE—Status of Development” and “BONDHOLDERS’ RISKS—Item No. 1.”

Land Ownership and Development Status

The table below illustrates the current landowners, land uses, densities and property descriptions for the Benefitted Parcels in the 2022 Assessment Area. See “SOUTHERN GROVE—Status of Development” for more information regarding these parcels.

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Status/Landowner	Land Use	Description	Units/Square Footage
Vertically Constructed			
Local Strip LLC	Retail	5-Tenant Retail Building	9,350
Baron Shoppes Tradition LLC	Retail	3-Tenant Retail Building	5,820
Amber Hills Properties LLC	Retail	10-Tenant Retail Building(s)	14,040
Platted Single-Family Residential			
Pulte Home Company LLC	SF 55 or Less	Del Webb Tradition – Plat 5A	70
Pulte Home Company LLC	SF 56 – 66	Del Webb Tradition – Plat 5A	24
Mattamy Palm Beach LLC	SF 55 or Less	Kenley – Plat 1	137
Mattamy Palm Beach LLC	SF 56 – 66	Kenley – Plat 1	77
Mattamy Palm Beach LLC	SF 55 or Less	Telaro – Plat 2	206
Mattamy Palm Beach LLC	SF 56 – 66	Telaro – Plat 2	50
GRBK GHQ Belterra LLC	SF 56 – 66	Belterra – Plat 1 & 2	26
GRBK GHQ Belterra LLC	SF 67 or More	Belterra – Plat 1 & 2	47
Under Vertical Construction			
Grande Palms at Tradition I LLC	Apartments	Apartments	300
PCW Holdings LLC	Retail	Car Wash	9,969
Accel Florida LLC	Warehouse	Wire & Cable Manufacturing Facility	150,351
Oculus Surgical, Inc.	Warehouse	Ophthalmic Instrument Manufacturing Facility	75,246
NBP III Legacy III LLC	Warehouse	Multi-Tenant Industrial Building	168,000
Cheney Bros, Inc.	Warehouse	Food Distribution Facility	351,869

Source: St. Lucie County Property Appraiser's website and other publicly available sources.

Allocation of 2022 CI Assessments

The principal and annual 2022 CI Assessments to be collected in connection with the 2022 Bonds, by current landowner in the 2022 Assessment Area, are depicted below. The matters in the table below are preliminary and subject to change, based on the final pricing details of the 2022 Bonds.

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Status/Landowner	Land Use	Description	Actual and Planned Units/Square Footage	Est. 2022 Bonds Principal Allocation	Est. 2022 Bonds Principal Allocation Per Unit/SF	Est. Total Gross Annual Series 2022 CI Assessments(1)	Est. Gross Annual 2022 CI Assessments Per Unit/SF(1)	Est. % of 2022 CI Assessments
Vertically Constructed								
Local Strip LLC	Retail	5-Tenant Retail Building	9,350	\$112,689	\$12.05	\$8,965.29	\$0.96	0.96%
Baron Shoppes Tradition LLC	Retail	3-Tenant Retail Building	5,820	\$70,105	\$12.05	\$5,577.42	\$0.96	0.60%
Amber Hills Properties LLC	Retail	10-Tenant Retail Building(s)	14,040	\$156,223	\$11.13	\$12,428.76	\$0.89	1.34%
Vertically Constructed Subtotal				\$339,018		\$26,971.46		2.90%
Platted Single-Family Residential								
Pulte Home Company LLC	SF 55 or Less	Del Webb Tradition – Plat 5A	70	\$521,367	\$7,448.10	\$41,478.10	\$592.55	4.46%
Pulte Home Company LLC	SF 56 - 66	Del Webb Tradition – Plat 5A	24	\$200,480	\$8,353.34	\$15,949.73	\$664.57	1.71%
Mattamy Palm Beach LLC	SF 55 or Less	Kenley – Plat 1	137	\$1,027,011	\$7,496.43	\$81,706.64	\$596.40	8.78%
Mattamy Palm Beach LLC	SF 56 - 66	Kenley – Plat 1	77	\$646,928	\$8,401.67	\$51,468.12	\$668.42	5.53%
Mattamy Palm Beach LLC	SF 55 or Less	Telaro – Plat 2	206	\$1,539,419	\$7,472.91	\$122,472.59	\$594.53	13.16%
Mattamy Palm Beach LLC	SF 56 - 66	Telaro– Plat 2	50	\$419,290	\$8,385.80	\$33,357.73	\$667.15	3.58%
GRBK GHO Belterra LLC	SF 56 - 66	Belterra – Plat 1 & 2	26	\$217,825	\$8,377.90	\$17,329.68	\$666.53	1.86%
GRBK GHO Belterra LLC	SF 67 or More	Belterra – Plat 1 & 2	47	\$425,869	\$9,061.03	\$33,881.11	\$720.87	3.64%
Platted Single-Family Residential Subtotal				\$4,998,189		\$397,644.38		42.72%
Under Vertical Construction								
Grand Palms at Tradition I LLC	Apts	Apartments	300	\$1,502,075	\$5,006.92	\$119,501.58	\$398.34	12.84%
PCW Holdings LLC	Retail	Car Wash	9,969	\$119,019	\$11.94	\$9,468.86	\$0.95	1.02%
Accel Florida LLC	Warehouse	Wire & Cable Manufacturing Facility	150,351	\$955,193	\$6.35	\$75,992.95	\$0.51	8.16%
Oculus Surgical, Inc.	Warehouse	Ophthalmic Instrument Manufacturing Facility	75,246	\$477,695	\$6.35	\$38,004.27	\$0.51	4.08%
NBP III Legacy III LLC	Warehouse	Multi-Tenant Industrial Building	168,000	\$1,069,143	\$6.36	\$85,058.55	\$0.51	9.14%
Cheney Bros, Inc.	Warehouse	Food Distribution Facility	351,869	\$2,239,276	\$6.36	\$178,151.58	\$0.51	19.14%
Under Vertical Construction Subtotal				\$6,362,400		\$506,177.79		54.38%
Total				\$11,695,000		\$930,793.63		100.00%

Source: St. Lucie County Property Appraiser's website, other publicly available sources and the Issuer.

(1) Assumes collection via the Uniform Method and includes a gross up of 8% to reflect statutory early payment discounts and collection costs.

It is expected that, through the final maturity or earlier redemption in whole of the 2022 Bonds, each of the assessable non-single family residential properties and each of the assessable non-residential properties in the table above will be owned by a respective single landowner. See “BONDHOLDERS’ RISKS—Item No. 1.”

It should be noted that the percentage of the 2022 CI Assessments levied on Benefitted Parcels in the 2022 Assessment Area will increase to the extent prepayments of 2022 CI Assessments occur with respect to other Benefitted Parcels in the 2022 Assessment Area, including in connection with the sale to end users of residential lots in the 2022 Assessment Area. See “DESCRIPTION OF THE 2022 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption” and “SOUTHERN GROVE—Status of Development.”

As described under SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 Bonds—Prepayment of 2022 CI Assessments,” owners of land subject to the 2022 CI Assessments are entitled to prepay the 2022 CI Assessments. Accordingly, extraordinary mandatory redemptions of the 2022 Bonds may occur at any time after the issuance of the 2022 Bonds on a regular and accelerated basis. See “DESCRIPTION OF THE 2022 BONDS—Extraordinary Mandatory Redemption.”

Other Taxes and Special Assessments

In addition to 2022 CI Assessments, all District Lands in the 2022 Assessment Area are subject to annual ad valorem taxes and non-ad valorem taxes/special assessments levied/assessed by various taxing authorities, including the SG Stormwater Fees levied by the City. See “THE INTERLOCAL AGREEMENTS—Stormwater Interlocal Agreement.” The fiscal year 2022-2023 certified millage rate (which includes millage levied by various taxing authorities and voted millage) for the area of the County where the 2022 Assessment Area is located is [] mills.

In addition to millage, as discussed in more detail under the heading “SOUTHERN GROVE,” the City has issued its SAD Bonds which are payable from the SAD Assessments levied on the lands within Southern Grove and the City levies additional non-ad valorem assessments in the SAD. The SAD Assessments are used to pay debt service on the SAD Bonds and the additional non-ad valorem special assessments levied by the City in connection with the SAD Project are used to reimburse the City for other costs associated with the SAD Project. Further, all landowners in the 2022 Assessment Area are subject to non-ad valorem special assessments levied by the related Districts for operation, maintenance, and administrative functions (“O&M Assessments”) which will vary annually based on the adopted budget for the District each year. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 Bonds—Additional Assessments” and “BONDHOLDERS’ RISKS—Item No. 9.” Upon achieving final plat status, landowners in the 2022 Assessment Area qualify for a rebate up to the amount of the SAD Assessments from tax increment revenues generated from a respective parcel up to the amount of the SAD Assessments levied on such parcel. See “THE INTERLOCAL AGREEMENTS—CRA Interlocal Agreement.”

Historical Collection of 2022 CI Assessments

The following table reflects historical levies and collections results with respect to the Community Infrastructure Assessments relating to the 2019 Bonds and the 2020 Bonds for the

Fiscal Years shown in the table and excludes information regarding the 2021 Bonds, with respect to which Community Infrastructure Assessments have not yet been collected because interest on the 2021 Bonds was capitalized through November 1, 2022. Historically, during a given Fiscal Year, following April remittances, the Tax Collector continues to remit to the Administration District amounts representing non-delinquent payments of Community Infrastructure Assessments. In addition, during a given Fiscal Year, the Tax Collector will remit to the Administration District any amounts collected in respect of Community Infrastructure Assessments that became delinquent as of April 1 of such Fiscal Year, to the extent collected through the sale of tax certificates as described under “ENFORCEMENT OF ASSESSMENT COLLECTIONS.” No assurance is made that the past experience with regard to collection of Community Infrastructure Assessments relating to the 2019 Bonds and the 2020 Bonds as shown below is indicative in any way of future collections of delinquencies in payment of the 2022 CI Assessments. The Community Infrastructure Assessments relating to the 2019 Bonds and the 2020 Bonds are currently, and the Community Infrastructure Assessments relating to the 2021 Bonds and the 2022 Bonds are expected to be, collected annually via the Uniform Method by the County Tax Collector.

Fiscal Year Ended 9/30	<u>Gross Amount Levied</u>	<u>Net Amount Levied</u>	<u>Net Amount Collected</u>	<u>Net Percentage Collected*</u>
2022	\$957,082.56	\$899,657.61	\$901,510.15	100%
2021	\$1,002,763.35	\$942,597.55	\$953,018.51	101%
2020 ⁽¹⁾	\$889,139.18	\$835,790.83	\$819,992.87	98%
2019	\$801,464.98	\$753,377.08	\$758,430.57	101%

Source: The District Manager of the District.

⁽¹⁾ Subsequent to the gross levy, a property owner prepaid Community Infrastructure Assessments relating to two parcels, which is reflected in the “Net Amount Levied” Column. Accordingly, the Community Infrastructure Assessments related to the 2020 Bonds were fully collected.

* Rounded. The difference between the gross amount levied and the net amount collected is attributable to most property owners taking advantage of the full 4% discount for early payment by paying in November. In addition, the County Tax Collector deducts 2% from the total amount collected for the services of the Tax Collector and County Property Appraiser deducts 2% from the total amount collected for the services of the Property Appraiser. The Administration District budgets to receive 92% of the amount levied. Collections in excess of 100% are the result of property owners not taking full advantage of discounts.

BONDHOLDERS’ RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the 2022 Bonds offered hereby and are set forth below. Prospective investors in the 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the 2022 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of

such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the 2022 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the 2022 Bonds.

(1) Extraordinary Mandatory Redemption Risk; Concentration Risk; Remedies May Be Delayed, Not Readily Available Or Limited. As described under “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—Prepayment of 2022 CI Assessments,” owners of land subject to the 2022 CI Assessments are entitled to prepay the 2022 CI Assessments and extraordinary mandatory redemptions of the 2022 Bonds may occur after the issuance of the 2022 Bonds on a regular and accelerated basis. See “DESCRIPTION OF THE 2022 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption” and “THE 2022 ASSESSMENT AREA—Allocation of 2022 CI Assessments.”

As described in “THE 2022 ASSESSMENT AREA—Allocation of 2022 CI Assessments” (including the table under that subcaption) it is expected that, through the final maturity or earlier redemption in whole of the 2022 Bonds, each of the assessable non-single family residential and each of the assessable non-residential properties in the 2022 Assessment Area will be owned by a respective single landowner. As of the date hereof, the assessable properties in the 2022 Assessment Area subject to more than 10% of the 2022 CI Assessments consist of: (i) the land currently owned by Cheney Brothers, Inc. related to a food distribution facility, which represents approximately 19.14% of the 2022 CI Assessments and (ii) the land currently owned by Grande Palms at Tradition I LLC related to apartments, which represents approximately 12.84% of the 2022 CI Assessments.

The percentages of 2022 CI Assessments represented by Benefitted Parcels in the 2022 Assessment Area will fluctuate (increase or decrease) from time to time depending on the principal amount of 2022 Bonds subject to extraordinary mandatory redemption from prepayment of 2022 CI Assessments.

See “DESCRIPTION OF THE 2022 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption,” “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—2022 Acquisition and Construction Account,” “SOUTHERN GROVE—Status of Development” and “THE 2022 ASSESSMENT AREA,” including ‘Allocation Threshold’ and ‘Allocation of 2022 CI Assessments.’

In the event of the institution of bankruptcy or similar proceedings with respect to any significant owner of property within the 2022 Assessment Area, delays will most likely occur in the payment of debt service on the 2022 Bonds as such bankruptcy could negatively impact the ability of: (i) any such landowner within the 2022 Assessment Area being able to pay the 2022 CI Assessments; (ii) the District and/or the Administration District to foreclose the lien on the 2022 CI Assessments if tax certificates are not sold; and (iii) the County to sell tax certificates in relation to such property (in the case of (ii) and (iii) to the extent that any portion of the 2022 CI Assessments are being collected by the Uniform Method). In addition, the remedies available to the Beneficial Owners of the 2022 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay.

Under existing constitutional and statutory law and judicial decisions, during a bankruptcy of any significant owner of property within the 2022 Assessment Area, the remedies specified by federal, state and local law and in the Indenture and the 2022 Bonds, including, without limitation, enforcement of the obligation to pay the 2022 CI Assessments may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2022 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available respecting the 2022 Bonds could have a material adverse impact on the interest of the Beneficial Owners thereof. The failure of a landowner in the 2022 Assessment Area to pay the required 2022 CI Assessments on its property will not result in an increase in the amount of 2022 CI Assessments other landowners in the 2022 Assessment Area (or elsewhere in the Districts) are or would be required to pay.

(2) Lands In The 2022 Assessment Area May Not Be Sufficiently Valuable; Lack Of Market For Tax Certificates. The principal security for the payment of the principal of and interest on the 2022 Bonds is the timely collection of the 2022 CI Assessments. The 2022 CI Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured only by a lien on such land. There is no assurance that owners of this land will be able to pay the 2022 CI Assessments or that they will pay such 2022 CI Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates (to the extent that any portion of the 2022 CI Assessments are being collected by the Uniform Method) will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the land within the 2022 Assessment Area as a result of implementation and development of the 2022 CI Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land in the 2022 Assessment Area could potentially be ultimately less than the debt secured by the 2022 CI Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the County to sell tax certificates relating to such land may be adversely affected (to the extent that any portion of the 2022 CI Assessments are being collected by the Uniform Method of Collection). Such adverse effect could render the District and/or the Administration District unable to collect delinquent 2022 CI Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of the debt service on the 2022 Bonds, in respect of delinquent 2022 CI Assessments. The payment of the annual 2022 CI Assessments and the ability of the Tax Collector to sell tax certificates or the District and/or the Administration District to foreclose the lien of the unpaid taxes, including the 2022 CI Assessments, may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to court foreclosure. Bankruptcy of a property owner will most likely also result in a delay by the Tax Collector or the District and/or the Administration District in prosecuting court foreclosure proceedings. Such delay with respect to the 2022 CI Assessments would increase the likelihood of a delay or default in payment of and interest on the 2022 Bonds.

(3) Districts Must Follow Statutory Procedures To Levy And Collect 2022 CI Assessments. The Districts are required to comply with statutory procedures in levying the 2022

CI Assessments. Failure of the Districts to follow these procedures could result in the 2022 CI Assessments not being levied or potential future challenges to such levy. Counsel to the Districts will, however, render a legal opinion as to the levy process and the enforceability of the 2022 CI Assessments. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS” herein.

(4) 2022 CI Assessments Are Non-Recourse. The District has not granted, and may not grant under Florida law, a mortgage or security interest in the 2022 CI Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the 2022 CI Project as security for, or a source of payment of, the 2022 Bonds. Neither has the District covenanted to establish rates, fees and charges for the 2022 CI Project at any specified levels. The 2022 Bonds are payable solely from, and secured solely by, the 2022 CI Assessments. No landowner in the 2022 Assessment Area is a guarantor of payment on any 2022 CI Assessments and the recourse for any landowner’s failure to pay the 2022 CI Assessments is limited to its ownership interest in the assessed land in the 2022 Assessment Area.

(5) Delays In Enforcement Of Collection Of Delinquent 2022 CI Assessments May Arise. In addition to legal delays that could result from bankruptcy, the ability of the District and/or the Administration District to enforce collection of delinquent 2022 CI Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the 2022 CI Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District and/or the Administration District should commence a foreclosure action against a landowner for nonpayment of 2022 CI Assessments, such landowner may raise affirmative defenses which could result in delays or other obstacles to completing the foreclosure action. It is also possible that the Districts will not have sufficient funds to pursue the foreclosure action and/or will be compelled to request Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. The use of funds on deposit under the Indenture is subject to the limitations on the use of proceeds of the 2022 Bonds for such purpose imposed by the Code (as hereinafter defined). If the District and/or the Administration District has difficulty in collecting the 2022 CI Assessments or the Districts have insufficient funds to pursue a foreclosure action the 2022 Reserve Account could be rapidly depleted and the ability of the District to pay the Debt Service Requirements on the 2022 Bonds could be materially adversely affected.

A Florida bankruptcy court decision held that the board of supervisors of a community development district, as a creditor, may vote to approve a reorganization plan submitted by the majority landowner in the district, as debtor, notwithstanding that a majority of the members of the board of supervisors were affiliated with, or employed by, the landowner. In that instance, the reorganization plan approved by the community development district resulted in a significant delay in payment of debt service on outstanding bonds of the district. Currently, certain members of the Board of the District are employees of the District Manager and all of the members have been elected by landowners. No mechanism exists under the Act or the Indenture to permit Bondholders to replace Supervisors following an Event of Default under the Indenture. See also Item No. 4—“2022 CI Assessments Are Non-Recourse” above.

(6) Challenges To The Superiority Of The Lien Of The 2022 CI Assessments By

Mortgage Lenders, If Any, May Arise. Owners should note that several mortgage lenders have, in the past, raised legal challenges to the primacy of the liens similar to those of the 2022 CI Assessments in relation to the liens of mortgages burdening the same real property. The real property in the 2022 Assessment Area may be subject to mortgages.

(7) Amounts On Deposit In The 2022-1 Reserve Account And The 2022-2 Reserve Account May Be Insufficient To Fund Deficiencies Caused By Delinquent 2022 CI Assessments. Some of the risk factors described herein, which, if materialized, would result in a delay in the collection of the 2022 CI Assessments, may not affect the timely payment of the Debt Service Requirements on the 2022-1 Bonds because of the 2022-1 Reserve Account established by the Indenture for the 2022 Bonds and may not affect the timely payment of the Debt Service Requirements on the 2022-2 Bonds because of the 2022-2 Reserve Account established by the Indenture for the 2022 Bonds. The ability of the 2022-1 Reserve Account to fund deficiencies caused by delinquent 2022 CI Assessments is dependent upon the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2022 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the 2022 Reserve Account to make up deficiencies.

(8) District Will Likely Have Insufficient Funds To Replenish Draws On The 2022 Reserve Account. Owners of the 2022 Bonds should note that although the Indenture contains a 2022 Reserve Account Requirement for the 2022 Bonds, and a corresponding obligation on the part of the District to replenish the 2022 Reserve Account to the 2022 Reserve Account Requirement, if in fact that account is accessed for any purpose, the District does not have a designated revenue source for replenishing that fund. Moreover, the District will not be permitted to re-assess real property then burdened by the 2022 CI Assessments in order to provide for the replenishment of the 2022 Reserve Account.

(9) Other Entities Levy Taxes And Assessments On The 2022 Assessment Area Lands; Districts May Levy Additional Assessments. The willingness and/or ability of an owner of land within the 2022 Assessment Area to pay the 2022 CI Assessments levied on its land could be affected by the existence of other taxes and assessments imposed upon the land by the Districts, the City or by the County, or by other public entities, which may be affected by the value of the land subjected to such taxation and assessment. Public entities whose boundaries overlap those of the District, such as the County and County school district, and the City, could, without the consent of the owners of the land within the 2022 Assessment Area, impose additional taxes or assessments on the property within 2022 Assessment Area. The District has no control over the amount of taxes or assessments levied by governmental entities other than the District. The lien of the 2022 CI Assessments is, however, of equal dignity with the liens for State and County and certain taxes upon land. As referenced herein, the Districts have imposed or may also impose additional Public Infrastructure Assessments and/or non-ad valorem assessments for operation and maintenance (including administrative) expenses, which could encumber the property burdened by the 2022 CI Assessments and the land in the 2022 Assessment Area is subject to the SAD Assessments and other non ad-valorem special assessments levied by the City in connection with the SAD Project, as well as the SG Stormwater Fees levied by the City. See “SECURITY FOR AND SOURCE OF PAYMENT OF THE 2022 BONDS—Additional Assessments,” “THE INTERLOCAL AGREEMENTS,” “SOUTHERN GROVE—Overview” and “2022 ASSESSMENT AREA—Other Taxes and Special Assessments.”

City, County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the 2022 CI Assessments, collected pursuant to the Uniform Method are payable at one time. As referenced above, a taxpayer cannot designate specific line items on the tax bill as being paid in full, except pursuant to a contest in compliance with the procedures set forth in Section 194.171(3), Florida Statutes. Therefore, in the absence of such a contest, the failure to pay any one line item would cause the 2022 CI Assessments collected on such tax bill to not be collected. In the event of such a contest, a taxpayer may be permitted to pay only that amount of the contested tax assessment, that the taxpayer, in good faith, admits to be owing or be otherwise permitted to make a partial payment, all as more fully described under “ENFORCEMENT OF ASSESSMENT COLLECTIONS—Uniform Method Tax Collection Procedure” herein. Such partial payment may possibly include non-ad valorem special assessments such as the 2022 CI Assessments, although it is not clear from applicable judicial decisions that non-ad valorem assessments may be contested in the same manner as ad valorem taxes. In either case, there could be a delay in the collection of the 2022 CI Assessments collected pursuant to the applicable tax bill. The election by a significant number of landowners in the 2022 Assessment Area to make partial payment of the amounts collected on a tax bill, or to contest the 2022 CI Assessments collected on the tax bill, could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2022 Bonds.

(10) Economic Conditions May Adversely Impact Development Of The 2022 Assessment Area; Catastrophic Events May Impact the 2022 Assessment Area. The 2022 Assessment Area may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the District and owners of land in the 2022 Assessment Area. There can be no assurance that construction of planned uses in the 2022 Assessment Area will occur as contemplated. In addition, the 2022 Assessment Area is subject to comprehensive federal, state, and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of required public improvements, both public and private, and construction of the remaining unconstructed components of the 2022 CI Project and other Community Infrastructure, in accordance with applicable zoning, land use and environmental regulations for Southern Grove. Although no delays are anticipated, failure to obtain any such approvals in a timely manner could delay or adversely affect the 2022 Assessment Area, which may negatively impact a landowner’s desire or ability to develop the 2022 Assessment Area as contemplated.

The value of the lands in the 2022 Assessment Area could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands in the 2022 Assessment Area unable to support development. The occurrence of any such events could materially adversely impact the District’s ability to pay principal and interest on the 2022 Bonds. The 2022 Bonds are not insured, and the Districts’ casualty insurance policies do not insure against losses incurred on private lands within their respective boundaries. See also Item No. 23 below.

(11) District Will Have Insufficient Funds To Complete The 2022 CI Project; No Assurance Other Entities Will Have Sufficient Funds To Complete Infrastructure For The 2022 Assessment Area. Amounts available in the 2022 Acquisition and Construction Account will be insufficient to complete the 2022 CI Project. Upon an insufficiency of funds, it is unlikely that the District would have other funds to complete such components of the 2022 CI Project if it or one of the Other Districts then serving as the “Issuer” under the District Development Interlocal Agreement does not issue future Community Infrastructure Indebtedness for such purpose. There is no assurance that such Community Infrastructure Indebtedness will be issued (and the Indenture imposes certain limits on the ability of the Districts to impose Assessments on the Benefitted Parcels in the 2022 Assessment Area as described under “SECURITY AND SOURCE OF PAYMENT OF THE 2022 BONDS—No Parity Bonds; Issuance of Other Obligations”).

In addition, the cost of certain private infrastructure, improvements and facilities needed to serve land in the 2022 Assessment Area that have not yet been constructed are expected to be funded by owners of land in the 2022 Assessment Area. There is no assurance such owners will have funds available to complete such improvements.

(12) District May Have Incomplete Information Regarding Tradition, Southern Grove And The 2022 Assessment Area. The District may have incomplete information concerning Tradition, Southern Grove and the 2022 Assessment Area. For example, the District has limited information concerning the condition of land in the 2022 Assessment Area, its suitability for future development and its value. Furthermore, none of the Master Developer, GFC or any landowner in the 2022 Assessment Area has participated in the preparation of this Limited Offering Memorandum.

(13) Land Development In The 2022 Assessment Area May Be Adversely Impacted. Undeveloped or partially developed land in the 2022 Assessment Area is inherently less valuable than developed land and provides less security to the Owners of the 2022 Bonds should it be necessary to institute proceedings due to the nonpayment of the 2022 CI Assessments. Failure to complete development or substantial delays in the completion of the 2022 Assessment Area due to litigation or other causes may reduce the value of the land subject to the 2022 CI Assessments and increase the length of time during which 2022 CI Assessments will be payable with respect to undeveloped property and may affect the willingness and ability of the owners of such property to pay the 2022 CI Assessments when due. A slowdown of the process of development of the land within the 2022 Assessment Area could adversely impact land values. There can be no assurance that land development operations within the 2022 Assessment Area will not be adversely affected by competition, a deterioration of the real estate market and economic conditions, supply chain delays, or future local, state and federal governmental policies relating to real estate development, the income tax treatment of real property ownership or the national or global economies.

(14) Higher Interest Rates May Adversely Impact A Landowner’s Ability Or Willingness To Pay 2022 CI Assessments. The interest rate borne by the 2022 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the 2022 Bonds. These higher interest rates are intended to compensate investors in the 2022 Bonds for the risk inherent in a purchase of the 2022 Bonds. However, such higher interest rates, in and of themselves, increase the amount of 2022 CI

Assessments that the Districts must levy in order to provide for payments of debt service on the 2022 Bonds, and, in turn, may increase the burden upon owners of lands within the 2022 Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such 2022 CI Assessments.

(15) There Is No Assurance Of A Liquid Secondary Market For The 2022 Bonds. There is no assurance that a liquid secondary market exists or will develop for the 2022 Bonds in the event a Beneficial Owner thereof determines to solicit purchasers for the 2022 Bonds it owns. Even if a liquid secondary market exists or develops, as with any marketable securities, there can be no assurance as to the price for which the 2022 Bonds may be sold. Such price may be lower than that paid by the current Beneficial Owner of the 2022 Bonds, depending on the progress of the 2022 Assessment Area, existing real estate and financial market conditions and other factors.

(16) Changes In Federal Tax Law May Adversely Affect Value Of 2022 Bonds; No Adjustment To Interest Rate In The Event Of A Change In The Tax-Exempt Status Of The 2022 Bonds; Matters Related To The Securities Act. There can be no assurance that an audit by the IRS of the 2022 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law. See “THE DISTRICT—Additional Matters Related to Special Districts.”

Owners of the 2022 Bonds are advised that, if the IRS does audit the 2022 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the 2022 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the 2022 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2022 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the 2022 Bonds would adversely affect the availability of any secondary market for the 2022 Bonds. Should interest on the 2022 Bonds become includable in gross income for federal income tax purposes, not only will Owners of 2022 Bonds be required to pay income taxes on the interest received on such 2022 Bonds and related penalties, but because the interest rate on such 2022 Bonds will not be adequate to compensate Owners of the 2022 Bonds or the income taxes due on such interest, the value of the 2022 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE 2022 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE 2022 BONDS. PROSPECTIVE PURCHASERS OF THE 2022 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE 2022 BONDS IN THE EVENT THAT THE INTEREST ON THE 2022 BONDS BECOMES TAXABLE.

If the 2022 Bonds were to be audited, the IRS might examine whether the District is a political subdivision and whether interest on the 2022 Bonds is excludable from gross income. In addition to a possible determination by the IRS that the District is not a political subdivision for

purposes of the Code, and regardless of the IRS determination, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of 2022 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the 2022 Bonds would need to ensure that subsequent transfers of the 2022 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and state securities laws.

It should also be noted that the 2022 Bonds are part of the Bonds which were validated by the Circuit Court of the State of Florida in and for St. Lucie County, Florida, in which it was determined, *inter alia*, among other things, that the Issuer has the authority under Florida law to issue such Bonds, that the purpose for which such Bonds were issued is legal under Florida law, and that the proceedings for issuance of such Bonds complies with the requirements of applicable Florida law. See "VALIDATION."

Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the 2022 Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the 2022 Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the 2022 Bonds.

See "TAX MATTERS" herein.

(17) Consultants May Not Perform. While the District has represented to the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineers, Trustee and other professionals with the appropriate due diligence and care, and while the foregoing parties have each represented in their respective areas as having the requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guaranty any portion of the performance of these parties.

(18) Environmental Matters May Adversely Impact Land In The 2022 Assessment Area. The value of the land within the 2022 Assessment Area, the success of the 2022 Assessment Area and the likelihood of timely payment of principal and interest on the 2022 Bonds could be affected by environmental factors with respect to the land in the 2022 Assessment Area. Should the land in the 2022 Assessment Area be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the 2022 Assessment Area, which could materially and adversely affect the success of the 2022 Assessment Area and the likelihood of timely payment of the 2022 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the 2022 Assessment Area.

(19) Impact Of Existing And Potential Future Property Tax Reform Legislation Cannot Be Predicted. On June 21, 2007, Florida Governor Charlie Crist signed into law property tax reform legislation enacted by the Florida Legislature which, among other matters, required counties, cities and special districts to roll back their millage rates. Additional property tax reform legislation was enacted by the Florida Legislature in a special session ended October 29, 2007 and a constitutional amendment was approved by Florida voters on January 29, 2008 which, among other matters, increased the homestead exemption for certain properties. An additional constitutional amendment relating to property tax reform was approved in November, 2010. In its 2011 regular session, the Florida Legislature enacted additional legislation impacting ad valorem taxation. Constitutional amendments implementing a portion of this legislation to grant additional homestead exemptions for certain homeowners and other property tax exemptions were approved by the electors in 2012, 2016, 2018 and 2020 and an additional constitutional amendment relating to property tax is planned for 2022. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. See also the discussion of the Executive Order directing an examination of the role of special districts in Florida under “THE DISTRICT—Legal Powers and Authority.” It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the 2022 Bonds. It should be noted that Section 190.16(14) of the CDD Act provides in pertinent part that “The state pledges to the holders of any bonds issued under the CDD Act that it will not limit or alter the rights of the district to levy and collect the assessments and to fulfill the terms of any agreement made with the holders of such bonds and that it will not impair the rights or remedies of such holders.”

(20) District May Not Have Ability to Obtain Permits. In connection with the foreclosure of the lien of special assessments by a community development district, the Circuit Court in and for Sumter County, Florida concluded that such district had no right, title or interest in any permits and approvals owned by the owner of the parcel(s) so foreclosed upon. In the event the District and/or the Administration District forecloses the lien of the 2022 CI Assessments against a parcel to enforce payment of the 2022 CI Assessments levied by the Districts, including the District and/or the Administration District, may not have any right, title or interest in any permits and approvals owned by the owner of the parcel(s) so foreclosed upon. Failure by the Districts, the Administration District or landowners to obtain permits and/or approvals could adversely affect development within the 2022 Assessment Area, and may impair the price bid for such property at a public sale.

(21) Lender Foreclosure Risk. In the event a bank forecloses on property subject to the 2022 CI Assessments in the 2022 Assessment Area because of a default by a landowner on a mortgage on such property and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the 2022 CI Assessments. In addition, in this event the District and/or the Administration District would require the consent of the FDIC prior to commencing a foreclosure action.

(22) Cybersecurity. The District and the Administration District rely on a technological environment to conduct their respective operations. The District, the Administration District, their agents and other third parties the District and the Administration District do business with or otherwise rely upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District and/or the Administration District, which could impact the timely payment of debt service on the 2022 Bonds.

(23) COVID-19 And Related Matters. In addition to the general economic conditions discussed above, COVID-19 may alter the future behavior of businesses and people in a manner that could have negative impacts on global and local economies. The timely and successful further horizontal development of assessable land in the 2022 Assessment Area, the construction and sale of residential units therein, and the demand for apartment rentals, retail uses, industrial uses, and/or retail and manufactured products may be adversely impacted by the current spread of COVID-19 or by other highly contagious or epidemic or pandemic diseases. The District cannot predict the duration of the current COVID-19 outbreak and the ultimate impact the COVID-19 outbreak may have on the 2022 Assessment Area is unknown. The United States, the State of Florida and the County have all imposed certain health and public safety restrictions in response to COVID-19. The District cannot predict the duration of these restrictions or whether additional or new actions may be taken by governmental authorities, including the State and/or the County, to contain or otherwise address the impact of the COVID-19 or similar outbreak. It is possible that construction delays, delays in the receipt of permits or other government approvals, delays in construction of residential units and/or sales to end-users, or other delays, and decrease in demand for apartment rentals, retail uses, industrial uses, and/or retail and manufactured products could occur as a result of the COVID-19 outbreak or other highly contagious or epidemic or pandemic diseases that adversely impact the 2022 Assessment Area. See also “—Economic Conditions May Adversely Impact Development Of The 2022 Assessment Area; Catastrophic Events May Impact the 2022 Assessment Area” and “THE 2022 ASSESSMENT AREA” herein.

This section does not purport to summarize all risks that may be associated with purchasing or owning the 2022 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety (inclusive of Appendices) for a more complete description of investment considerations relating to the 2022 Bonds.

TAX MATTERS

Matters Relating to 2022-1 Bonds

General

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met on a continuing basis subsequent to the issuance of the 2022-1

Bonds in order to assure that interest on the 2022-1 Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code. The Issuer's failure to comply with these requirements may cause interest on the 2022-1 Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Issuer has covenanted in the Indenture to take all actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2022-1 Bonds. The opinion of Bond Counsel with respect to the 2022-1 Bonds, the form of which is attached hereto as "APPENDIX C," will be based upon and assume the accuracy of certain representations and certifications and are conditioned on compliance by the Issuer with such requirements, and Bond Counsel has not been retained to monitor compliance with requirements such as described above subsequent to the issuance of the 2022-1 Bonds. The Indenture does not require the Issuer to redeem the 2022-1 Bonds or to pay any additional interest or penalty in the event the interest on the 2022-1 Bonds becomes taxable.

In the opinion of Bond Counsel, assuming continuing compliance by the Issuer with the tax covenants referred to above, under existing law, interest on the 2022-1 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax, however, for tax years beginning after December 31, 2022, interest on the 2022-1 Bonds is included in the adjusted financial statement income of certain applicable corporations that are subject to the alternative minimum tax under the Code.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the 2022-1 Bonds.

Bond Counsel will render its opinion as of the issue date, and will assume no obligation to update the opinion after the issue date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. The opinion of Bond Counsel is based on existing law, which is subject to change. As to questions of fact material to such opinion, Bond Counsel will rely upon representations and covenants made on behalf of the Issuer, certificates of appropriate officers and others (including certifications as to the use of proceeds of the 2022-1 Bonds and of the property financed thereby), without undertaking to verify the same by independent investigation. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in law that may thereafter occur or become effective. Moreover, the opinion of Bond Counsel is only an opinion and not a warranty or guaranty of the matters discussed or of a particular result, and are not binding on the Internal Revenue Service or the courts; rather such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Additional Federal Income Tax Consequences

Prospective purchasers of the 2022-1 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the 2022-1 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, taxpayers eligible for the earned income credit, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued

indebtedness to purchase or carry tax-exempt obligations, financial institutions, property and casualty companies, foreign corporations and certain S corporations and applicable corporations as defined in Section 59(k) of the Code relating to the federal alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. Prospective purchasers of the 2022-1 Bonds should also consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE 2022-1 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Purchasers of the 2022-1 Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Limited Offering Memorandum should consult their own tax advisors regarding other tax considerations such as the consequences of market discount.

Changes in Tax Law

Federal, state or local legislation, administrative pronouncements or court decisions may affect the tax-exempt status of interest on the 2022-1 Bonds, gain from the sale or other disposition of the 2022-1 Bonds, the market value of the 2022-1 Bonds, or the marketability of the 2022-1 Bonds. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the 2022-1 Bonds may occur. Prospective purchasers of the 2022-1 Bonds should consult their own tax advisors regarding the impact of any change in law on the 2022-1 Bonds.

Tax Treatment of Original Issue Discount

The 2022-1 Bonds maturing on May 1, 20__ through May 1, 20__, inclusive, were sold at a price less than the stated principal amount thereof (the "Discount Bonds"). The difference between the principal amount of the Discount Bonds and the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent and subject to the same considerations discussed above as to stated interest on the Series 2018 Bonds. Such interest is taken into account for purposes of determining the alternative minimum tax liability, and other collateral tax consequences, although the owner of such Discount Bonds may not have received cash in such year. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded on interest payment dates. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased

in the initial offering may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or the disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

Tax Treatment of Original Issue Premium

The 2022-1 Bonds maturing on May 1, 20____ through May 1, 20____, inclusive (collectively, the "Premium Bonds") were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the inside cover of this Limited Offering Memorandum who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to the state and local consequences of owning and disposing of Premium Bonds.

Matters Relating to the 2022-2 Bonds

General

The following discussion is generally limited to "U.S. owners," meaning beneficial owners of 2022-2 Bonds that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. ***Partnerships holding 2022-2 Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the 2022-2 Bonds (including their status as U.S. owners).***

Interest Income

Interest on the 2022-2 Bonds is included in gross income for United States Federal income tax purposes.

Recognition of Income Generally.

Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017, to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount and market discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Bonds under the Code.

Defeasance

The legal defeasance of the 2022-2 Bonds may result in a deemed sale or exchange of the 2022-2 Bonds under certain circumstances; owners of the 2022-2 Bonds should consult their tax advisors as to the federal income tax consequences of such an event. Prospective purchasers of the 2022-2 Bonds should consult with their own tax advisors as to the federal, state and local, and foreign tax consequences of their acquisition, ownership and disposition of the 2022-2 Bonds.

Information Reporting and Backup Withholding

General information reporting requirements will apply to payments of principal and interest made on a 2022-2 Bond and the proceeds of the sale of a 2022-2 Bond to non-corporate holders of the 2022-2 Bonds, and “backup withholding,” at a rate equal to the fourth lowest rate of tax under Section 1(c) of the Code will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest required to be shown on its federal income tax returns. A beneficial owner of a 2022-2 Bond that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

Unearned Income Tax Affecting U.S. Owners

For taxable years beginning after December 31, 2012, a U.S. owner that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a tax on the lesser of (1) the U.S. owner’s “net investment income” for the taxable year and (2) the excess of the U.S. owner’s modified adjusted gross income for the taxable year over a certain threshold. A U.S. owner’s net investment income will generally include its interest income and its net gains from the disposition of the 2022-2 Bonds, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). A U.S. owner that is an individual, estate, or trust, should consult its own tax advisor regarding the applicability of the tax.

Additional Matters Relating to On-going IRS Audit Program and Special Districts

The Internal Revenue Service (the “IRS”) has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. In addition, reference is made to “BONDHOLDERS’ RISKS—Item No. 19” herein regarding recent developments with respect to certain special district financings.

Bond Counsel cannot predict whether the IRS will commence an audit of the 2022-1 Bonds. Owners of the 2022-1 Bonds are advised that, if the IRS does audit the 2022-1 Bonds, under current IRS procedures, at least during the early stages of an audit, the IRS will treat the Issuer as the taxpayer, and the owners of the 2022-1 Bonds may have limited rights to participate in such procedure. The commencement of audit could adversely affect the market value and liquidity of the 2022-1 Bonds until the audit is concluded, regardless of the ultimate outcome. As noted above, the Indenture do not require the Issuer to redeem the 2022-1 Bonds or to pay any additional interest or penalty in the event the interest on the 2022-1 Bonds becomes taxable.

AGREEMENT BY THE STATE

Under the CDD Act, the State pledges to the holders of any obligations issued thereunder, including the 2022 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the CDD Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the CDD Act and to fulfill the terms of any agreement made with the holders of such 2022 Bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The CDD Act provides that the 2022 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required for voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

No application has been made for credit enhancement or a rating on the 2022 Bonds. Investment in the 2022 Bonds poses certain risks. See “BONDHOLDERS’ RISKS.” No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Rule 69W-400.003, Rules of Government Securities under Section 517.051(1), Florida Statutes, promulgated by the Florida Department of Financial Services, Office of Financial

Regulation, Division of Securities and Finance (“Rule 69W-400.003”), requires the District to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the District after December 31, 1975. Rule 69W-400.003 further provides, however, that if the District, in good faith, believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The District is not and has not since December 31, 1975 been in default as to principal and interest on its bonds or other debt obligations.

CONTINUING DISCLOSURE

Disclosure Agreement

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC Rule”), the District and Special District Services, Inc., as initial dissemination agent (the “Dissemination Agent”), will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX D, at the time of issuance of the 2022 Bonds.

Pursuant to the Disclosure Agreement, the District will covenant for the benefit of Bondholders to provide to the Dissemination Agent certain financial information and operating data relating to the District and the 2022 Bonds in each year and to provide notices of the occurrence of certain enumerated material events. The covenants in the Disclosure Agreement have been made in order to assist the Underwriter in complying with the SEC Rule.

The District’s obligations under the Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2022 Bonds, so long as there is no remaining liability of the District or if the SEC Rule is repealed or no longer in effect.

The District Annual Report will be filed by the Dissemination Agent with the Repository, currently the Municipal Security Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) repository described in the form of the Disclosure Agreement attached hereto as APPENDIX D. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Annual Report and the notices of material events are described in APPENDIX D.

With respect to the 2022 Bonds, no parties other than the District are expected to provide any continuing disclosure information with respect to the SEC Rule.

Prior Undertakings

The District has entered into written undertakings for purposes of the SEC Rule with respect to the 2019 Bonds, the 2020 Bonds and the 2021 Bonds. With respect to the undertaking relating to the 2019 Bonds, the first filing date for the District’s audited financial statements and annual report as required thereby was June 30, 2020. The District filed its annual report 8 days after the filing deadline and its audited financial statements 80 days after the filing deadline. None of the Other Districts has previously entered into a written continuing disclosure undertaking pursuant to the SEC Rule.

FINANCIAL STATEMENTS

The audited financial statements of the District for the Fiscal Year ended September 30, 2021 are attached hereto as APPENDIX G.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the 2022 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2022 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2022 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the 2022 Bonds, or in any way contesting or affecting the validity of the 2022 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2022 Bonds, or the enforceability of any of the interlocal agreements described under “THE INTERLOCAL AGREEMENTS,” or the existence or powers of the District or any of the Other Districts.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the 2022-1 Bonds from the District at an aggregate purchase price of \$_____ (representing the par amount of the 2022-1 Bonds of \$_____, [plus][less][net] original issue [premium] [discount] of \$_____ and less an underwriter’s discount of \$_____) and to purchase the 2022-2 Bonds from the District at an aggregate purchase price of \$_____ [(representing the par amount of the 2022-2 Bonds of \$_____, [plus][less][net] original issue [premium] [discount] of \$_____ and less an underwriter’s discount of \$_____)]. See “ESTIMATED SOURCES AND USES OF PROCEEDS” herein. The Underwriter’s obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the 2022 Bonds if any are purchased.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the District which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, The Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which

may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the District.

DISCLOSURE OF MULTIPLE ROLES

Bondholders should note that Special District Services, Inc., Port St. Lucie, Florida is acting in dual capacities as both District Manager responsible for the administrative operations of the Districts and assessment consultant. Greenspoon Marder LLP, Fort Lauderdale, Florida, Bond Counsel in connection with the 2022 Bonds, has also represented the Interim Landowner and its affiliates in certain matters related to the Tradition community. Culpepper & Terpening has also served as consulting engineers from time to time to the Master Developer and other landowners in the Districts.

EXPERTS

The references herein to Culpepper & Terpening, Inc. as the consulting engineers to the Districts and the inclusion of “APPENDIX A—Consulting Engineer’s Report” attached hereto will be approved by said firm. The Consulting Engineer’s Report should be read in its entirety for complete information with respect to the subjects discussed therein. Special District Services, Inc., as assessment consultant, has prepared the 2022 Supplemental Assessment Report set forth in Appendix E hereto and such report should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT FEES

Bond Counsel, Disclosure Counsel, District Counsel, the District’s consulting engineer, assessment consultant, the Underwriter and counsel to the Underwriter will receive fees for services rendered in connection with the issuance of the 2022 Bonds, which fees are contingent upon such issuance.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Bonds are subject to the approval of Greenspoon Marder LLP, Fort Lauderdale, Florida, Bond Counsel. Greenspoon Marder LLP, Fort Lauderdale, Florida is also acting as Disclosure Counsel to the District. Certain legal matters will be passed upon for the Underwriter by its counsel Bryant Miller Olive, P.A., Orlando, Florida. Certain legal matters will be passed upon for the District by its counsel, Gonano & Harrell, Fort Pierce, Florida. Certain legal matters will be passed upon for the Trustee by Holland & Knight LLP, Miami, Florida.

VALIDATION

The 2022 Bonds are part of an issue of Bonds validated on September 10, 2013 by the Circuit Court in and for St. Lucie County, Florida. The appeal period from such final judgment has expired with no appeal having been filed.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2022 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum has been prepared in connection with the sale of the 2022 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Owner or Beneficial Owners of any of the 2022 Bonds.

This Limited Offering Memorandum has been duly authorized, executed and delivered by the District.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5

By: _____
Chair, Board of Supervisors

APPENDIX A
CONSULTING ENGINEER'S REPORT

APPENDIX B

MASTER INDENTURE AND FORM OF SUPPLEMENTAL INDENTURE

APPENDIX C
FORM OF OPINION OF BOND COUNSEL

APPENDIX D
FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX E
SPECIAL ASSESSMENT METHODOLOGY REPORT

APPENDIX F
DISTRICT DEVELOPMENT INTERLOCAL AGREEMENT

APPENDIX G
AUDITED FINANCIAL STATEMENTS

APPENDIX H

MAPS OF THE DISTRICTS' CURRENT AND PROPOSED BOUNDARIES

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of December __, 2022 is executed and delivered by Southern Grove Community Development District No. 5 (the “District”) and Special District Services, Inc., as initial Dissemination Agent (the “Dissemination Agent”) and joined in by the Disclosure Representative and the Trustee (as such terms are herein defined) for the benefit of the Holders (as defined in the hereinafter defined Indenture) of the 2022 Bonds (hereinafter defined) in order to provide certain continuing disclosure with respect to the 2022 Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

SECTION 1. General Provisions.

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the District and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). The Dissemination Agent will not provide any advice or recommendation to the District or anyone on the District’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. The Dissemination Agent is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

This Disclosure Agreement is being executed and delivered by the District for the benefit of the Owners of the 2022 Bonds and to assist the Participating Underwriter (herein defined) in complying with the applicable provisions of the Rule. The District has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement, as it relates to the obligations of the District hereunder, is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the District to provide additional information, the District agrees to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture (herein defined) with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

SECTION 2. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Limited Offering Memorandum (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessments” shall mean the non-ad valorem special assessments pledged to the payment of the 2022 Bonds pursuant to the Indenture.

“Business Day” means any day other than a Saturday, Sunday or a day on which the District is required, or authorized or not prohibited by law (including executive orders), to close and is closed.

“Disclosure Representative” shall mean the person or entity serving as District Manager (within the meaning of Chapter 190, Florida Statutes) from time to time or such other officer or employee of the District as the District shall designate in writing to the Trustee and the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Special District Services, Inc. or any successor Dissemination Agent designated in writing by the District (which may be the District) and, if other than the District, which has filed with the District and Trustee a written acceptance of such designation.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the SEC.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Indenture” means the Master Trust Indenture dated as of December 17, 2014, as supplemented by the Eighth Supplemental Trust Indenture dated as of December 1, 2022, each between the District and the Trustee.

“Limited Offering Memorandum” shall mean the final limited offering document relating to the 2022 Bonds, as more fully described on Exhibit A.

“Listed Event” shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“National Repository” shall mean the MSRB, through its Electronic Municipal Market Access (“EMMA”) system described in Securities and Exchange Commission Release No. 34-59062.

“Obligated Person(s)” shall mean, with respect to the 2022 Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by

contract or other arrangement to support payment of all or a part of the obligations on such Bonds. The sole Obligated Person shall be the District.

“Owners” shall have the meaning ascribed thereto in the Indenture with respect to the 2022 Bonds and shall include beneficial owners of the 2022 Bonds, including those that have the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any 2022 Bonds (including persons holding 2022 Bonds through nominees, depositories or other intermediaries), or are treated as the owner of any 2022 Bonds for federal income tax purposes.

“Participating Underwriter” shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the 2022 Bonds required to comply with the Rule in connection with offering of the 2022 Bonds.

“Repository” shall mean the National Repository and each State Repository, if any.

“State” shall mean the State of Florida.

“State Repository” shall mean the state information repository, if any, designated by the State and with which filings are required to be made by the District in accordance with the Rule.

“Trustee” means U.S. Bank Trust Company, National Association, as trustee under the Indenture, and its successors and assigns.

“2022 Bonds” mean the District’s \$_____ Special Assessment Bonds, Series 2022-1 (Community Infrastructure) and \$_____ Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable), as more fully described on Exhibit A.

SECTION 3. Annual Report.

(a) The District’s Annual Report shall contain or incorporate by reference the following, which includes an update of certain of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year and shall contain updates of the following operating and financial data in the Limited Offering Memorandum:

(i) The amount of Assessments collected from property owners and the amount of Assessments applied to pay debt service on the 2022 Bonds.

(ii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners.

(iii) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(iv) All fund balances in all Funds and Accounts for the 2022 Bonds. The District shall provide any Owners and the Dissemination Agent with this information more frequently than annually within thirty (30) days of the written request of the Owners.

(v) The total amount of 2022 Bonds Outstanding.

(vi) The amount of principal and interest due on the 2022 Bonds.

(vii) Until the 2022 CI Project is complete, a description of the status of the 2022 CI Project, including the portions thereof that have been completed as of the date hereof and the portions thereof under construction.

(viii) The status of residential home closings from builders to end users within the 2022 Assessment Area, to the extent such information is attainable from the County Property Appraiser in conjunction with its preparation of the tax roll.

(ix) Any event that would have a material adverse impact on the implementation of the development of the 2022 Assessment Area that has not been developed with end uses as of the date of the Annual Report.

(x) The most recent audited financial statements of the District, which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(b) To the extent any of the items set forth in subsections (i) through (ix) above are included in the audited financial statements referred to in subsection (x) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by reference from other documents, including offering documents of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final offering document, it must be available from the MSRB or EMMA. The District shall clearly identify each such other document so incorporated by reference.

SECTION 4. Provision of Annual Reports.

(a) Subject to the following sentence, the District shall provide the Annual Report to the Dissemination Agent no later than 270 days after the close of the District's Fiscal Year, commencing with the Fiscal Year ended September 30, 2023 (the "Annual Filing Date"). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(b) of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such audited financial statements to be provided up to, but no later than, nine months after the close of the District's Fiscal Year. The District shall cause the Dissemination Agent to provide to each Repository (i) the components of an Annual Report which satisfies the requirements of this subsection 4(a) within one Business

Day following receipt of such Annual Report and (ii) any information provided to Owners and the Dissemination Agent pursuant to Section 3(a)(v) of this Disclosure Agreement within one Business Day following receipt of information. In furtherance thereof, the Dissemination Agent shall request the Annual Report (which request shall be in writing and may be made via e-mail to the Disclosure Representative) at least thirty (30) days prior to the Annual Filing Date. If the District's Fiscal Year changes, the District shall give notice of such change in the same manner as for a Listed Event under Section 7.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the District of its undertaking to provide the Annual Report pursuant to this Section 4. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the District will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(xvi) has occurred and to immediately send a notice to the National Repository and the State Repository (if any) in substantially the form attached as Exhibit B accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Dissemination Agent has not received an Annual Report by 6:00 p.m. on the Annual Filing Date for the Annual Report, a Listed Event described in Section 7(a)(xvi) shall have occurred and the District hereby directs the Dissemination Agent to immediately send a notice to the National Repository and the State Repository (if any) in substantially the form attached as Exhibit B accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit C-1.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the National Repository and each State Repository, if any; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District stating that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any Listed Event set forth below:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) substitution of credit facility providers, or their failure to perform; *
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2022 Bonds, or other material events affecting the tax status of the 2022 Bonds;
- (vii) modifications to rights of holders of the 2022 Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the 2022 Bonds, if material;
- (xi) rating changes*;
- (xii) bankruptcy, insolvency, receivership or similar event of the District (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) occurrence of any Event of Default under the Indenture (other than as described in clause (i) above), if material;
- (xvi) incurrence of a Financial Obligation of the District or other Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar

* There is no credit enhancement or rating for the 2022 Bonds on initial issuance.

* There is no rating for the 2022 Bonds on initial issuance.

terms of a Financial Obligation of the District or Obligated Person, any of which affect security holders, if material. And

(xvii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties; and

(xviii) failure to provide the Annual Report as required under this Disclosure Agreement that contains, in all material respects, the information required under Section 4 of this Disclosure Agreement, which failure shall, in all cases, be deemed material.

(b) For purposes of the foregoing, a matter shall be deemed to be “material” within the meaning set forth above, if the District, in reliance upon the advice of counsel expert in federal securities laws, which may include its Bond Counsel, determines that the matter in question is material under federal securities laws. The District shall notify the Dissemination Agent in writing of the occurrence of any Listed Event in (i) through (xvii) and direct the Dissemination Agent to file a notice of the occurrence of such Listed Event with each National Repository and the State Repository (if any); provided that such notice to the Dissemination Agent must be provided in sufficient time to ensure that the Dissemination Agent will file notice of the occurrence of such Listed Event with each National Repository and the State Repository (if any) in a timely manner not in excess of ten (10) Business Days after the occurrence of the Listed Event.

(c) If the Dissemination Agent has been instructed in writing by the District to file notice of the occurrence of a Listed Event or is otherwise authorized by this Disclosure Agreement to file such notice, the Dissemination Agent shall immediately file notice of such Listed Event with each National Repository and the State Repository (if any). The notice shall be substantially in the form of Exhibit B to this Disclosure Agreement and shall be accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 6. Termination of Disclosure Agreement. This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the 2022 Bonds.

SECTION 7. Dissemination Agent. The District has appointed Special District Services, Inc. as exclusive Dissemination Agent under this Disclosure Agreement. The District may, upon thirty days written notice to the Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of the Disclosure Dissemination Agent’s services as Disclosure Dissemination Agent, whether by notice of the District or the Disclosure Dissemination Agent, the District agrees to appoint a successor Dissemination Agent or, alternately, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the 2022 Bonds. Notwithstanding any replacement or appointment of a successor, the District shall remain liable, until payment in full, for any and all sums owed and payable to the Disclosure Dissemination Agent. The Dissemination Agent may resign at any time by providing thirty days’ prior written notice to the District. If at any time there is not any designated Dissemination Agent hereunder, the District shall be the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(c); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report, or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event. Any additional information filed by the Dissemination Agent pursuant to this Section 11 with each National Repository and the State Repository (if any) shall be accompanied by the appropriate cover sheet as set forth in Exhibit C-2 or C-3, as applicable.

SECTION 10. Default. In the event of a failure of the District, the Disclosure Representative or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding 2022 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District, the Disclosure Representative or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District, the Disclosure Representative or the Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the District has provided such information to the Dissemination Agent as required by this Disclosure Agreement. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the District and shall not be deemed to be acting in any fiduciary capacity for the District, the Holders of the 2022 Bonds or any other party. The Dissemination Agent shall have no responsibility for the District's failure to report to the Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the District has complied with this Disclosure Agreement. The Dissemination Agent may conclusively rely upon certifications of the District at all times.

The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the 2022 Bonds.

The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the District.

All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The District and the Disclosure Representative represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Disclosure Representative the Dissemination Agent, the Trustee, the Participating Underwriter and Owners of the 2022 Bonds (the Dissemination Agent, the Trustee, the Participating Underwriter and Owners of the 2022 Bonds being hereby deemed express third party beneficiaries of this Agreement), and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. District, Disclosure Representative and Trustee Cooperation. The District and the Disclosure Representative agree that the Dissemination Agent, in such capacity hereunder, may receive, upon request, from the District, the Disclosure Representative and the

Trustee, on a timely basis, any information or reports within their respective control which the Dissemination Agent requests in furtherance of the Dissemination Agent's duties hereunder, including balances in the Funds and Accounts established under the Indenture and such other information as it deems necessary to review compliance by the other parties hereto with their respective obligations hereunder and the District directs the Trustee, at the expense of the District, to deliver such information as requested by the Dissemination Agent to such Dissemination Agent, provided that with respect to the Trustee such information is in the possession of the Trustee and readily available to it. In furtherance thereof, the District, through its Disclosure Representative, agrees to provide the Dissemination Agent with a certified copy of any tax roll provided to the County Tax Collector within promptly after its delivery to the County Tax Collector, but no later than September 30 of the current Fiscal Year, and the adopted budget for the upcoming Fiscal Year by September 30 of the current year. In addition, the District acknowledges and agrees that any modifications to assessment methodologies which affect the Assessments and any other payment source of the 2022 Bonds and any "true up" implementations regarding such Assessments shall be adopted by District resolution and that the District, through its Disclosure Representative, will provide the Dissemination Agent with notice of such resolution(s) within 30 days of adoption.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law and venue shall be in any state or federal court having jurisdiction in St. Lucie County, Florida.

SECTION 16. Binding Effect. This Disclosure Agreement shall be binding upon each party and upon each successor and assignee of each party and shall inure to the benefit of, and be enforceable by, each party and each successor and assignee of each party.

IN WITNESS WHEREOF, the Disclosure Dissemination Agent, the District, the Trustee and the Disclosure Representative have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

[Signatures on Next Page]

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(Southern Grove Community Development District No. 5)**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

ATTEST

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Name: _____
Title: _____

By: _____
Chairman, Board of Supervisors

**SPECIAL DISTRICT SERVICES, INC., as
Disclosure Dissemination Agent**

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(Southern Grove Community Development District No. 5)**

Joined by Special District Services, Inc., as Disclosure Representative for purposes of Section 4, Section 10, Section 11, Section 12 and Section 14 only.

DISCLOSURE REPRESENTATIVE

Special District Services, Inc., District Manager

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE AGREEMENT
(Southern Grove Community Development District No. 5)**

Joined by U.S. Bank Trust Company, National Association, as Trustee for purposes of Section 10, Section 12 and Section 14 only.

TRUSTEE:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____

Name: _____

Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Obligor:	Southern Grove Community Development District No. 5
Obligated Person:	Southern Grove Community Development District No. 5
Name of Bond Issue:	Southern Grove Community Development District No. 5 Special Assessment Bonds, Series 2022-1 (Community Infrastructure) and Special Assessment Bonds, Series 2022- 2 (Community Infrastructure) (Federally Taxable)
Date of Issuance:	December __, 2022
Date of Limited Offering Memorandum:	_____, 2022
CUSIP Numbers:	

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL DISCLOSURE REPORT

Name of Obligor: Southern Grove Community Development District No. 5

Obligated Person: Southern Grove Community Development District No. 5

Name of Bond Issue: Southern Grove Community Development District No. 5
Special Assessment Bonds, Series 2022-1 (Community
Infrastructure) and Special Assessment Bonds, Series 2022-
2 (Community Infrastructure) (Federally Taxable)

Date of Issuance: December ___, 2022

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Disclosure Report with respect to the above-named Bonds as required by the Disclosure Agreement between the District, Special District Services, Inc. as Dissemination Agent, and the other parties named therein. The District has notified the Dissemination Agent that it anticipates that the Annual Disclosure Report will be filed by _____.

Dated: _____

Special District Services, Inc., as Dissemination
Agent, on behalf of the District

cc: Obligor

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material and tender offers;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
14. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15. _____ "Occurrence of Event of Default under the indenture;"
16. _____ "Incurrence of a Financial Obligation of the obligated person;
17. _____ "Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the obligated person."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget;"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Date:

RESOLUTION NO. 2022-16

A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 APPROVING THE JOINDER TO A EIGHTH SUPPLEMENTAL TRUST INDENTURE RELATING TO THE SPECIAL ASSESSMENT BONDS, SERIES 2022 (COMMUNITY INFRASTRUCTURE) TO BE ISSUED BY SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5; ACKNOWLEDGING CERTAIN ACTIONS TO BE TAKEN BY THE DISTRICTS IN CONNECTION WITH COMMUNITY INFRASTRUCTURE ASSESSMENTS; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE RESPECTIVE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the “Board”) of each of Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4 and Southern Grove Community Development District No. 6 (collectively, the “Other Districts”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, the respective charters of such districts and other applicable provisions of law. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2022-15 adopted by Southern Grove Community Development District No. 5 (the “Issuer”) on the date hereof (the “Award Resolution”) or in the District Development Interlocal Agreement (as defined in the Eighth Supplemental Indenture).

SECTION 2. FINDINGS.

A. The Other Districts confirm the designation of the Issuer as the “Issuer” and the designation of District No. 1 as the “Administration District,” in each case within the meaning of the District Development Interlocal Agreement. District No. 1 hereby accepts its designation as such Administration District.

B. The Other Districts acknowledge that the Award Resolution authorizes not exceeding \$10,000,000 of the Issuer's Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the "2022-1 Bonds") and \$4,000,000 of the Issuer's Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the "2022-2 Bonds" and, together with the 2022-1 Bonds, the "2022 Bonds") to be issued pursuant to the Master Indenture, as supplemented by the Eighth Supplemental Indenture, the proceeds of which will be applied, together with other legally available funds to (i) pay a portion of the Costs of the 2022 CI Project, provided, however proceeds of the 2022-1 CI Bonds will not be used to fund any costs associated with the portion of the Community Infrastructure described in the 2022 Supplemental Engineer's Report consisting of autonomous vehicles providing mass transit and any allocable portion of the pathways on which such vehicles travel; (ii) pay interest on the 2022 Bonds through approximately November 1, 2023 or such other date specified in the Limited Offering Memorandum as permitted by applicable Florida law and, in the case of the 2022-1 Bonds, the Code; (iii) fund the initial 2022-1 Reserve Account Requirement for the 2022-1 Bonds and the initial 2022-2 Reserve Account Requirement for the 2022-2 Bonds; and (iv) pay costs of issuance of the 2022 Bonds. The Other Districts further acknowledge that, notwithstanding the foregoing, the funds on deposit in the 2022-1 Costs of Issuance Subaccount, the 2022-1 Acquisition and Construction Subaccount, the 2022-1 Reserve Account and the 2022-1 Capitalized Interest Subaccount are held solely for the benefit of the 2022-1 Bonds and the funds in the 2022-2 Costs of Issuance Account, the 2022-2 Acquisition and Construction Subaccount, the 2022-2 Reserve Account and the 2022-2 Capitalized Interest Subaccount are held solely for the benefit of the 2022-2 Bonds. The Other Districts further acknowledge that the 2022 Bonds will be payable from and secured by the 2022 Trust Estate, as defined in the Eighth Supplemental Indenture, which is comprised primarily of the revenues collected from the levy of a portion of the Community Infrastructure Assessments designated as the "2022 CI Assessments" on certain assessable District Lands in the boundaries of the Issuer and certain of the Other Districts (which may include Future Districts) with jurisdiction over the District Lands to be subject to the 2022 CI Assessments, to be designated as the "2022 Assessment Area."

C. Each of the Other Districts now desire to authorize the execution of a joinder (the "Joinder") to the Eighth Supplemental Indenture, in the event the 2022 Bonds are issued as contemplated by the Award Resolution. Each of the Other Districts also desires to acknowledge that, in connection with the issuance of the 2022 Bonds: (i) the Issuer and the applicable Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area will adopt a supplemental assessment resolution providing for certain matters relating to the levy and collection of the 2022 Assessments in the 2022 Assessment Area, as more fully described herein, and (ii) any Future Districts will join in the Eighth Supplemental Indenture.

SECTION 3. AUTHORIZATION OF JOINDER AND EIGHTH SUPPLEMENTAL INDENTURE; MATTERS RELATING TO 2022 ASSESSMENTS.

(a) The respective Board of each of the Other Districts hereby authorizes the execution of the Joinder to the Eighth Supplemental Indenture. The Eighth Supplemental Indenture, which includes the Joinder, shall be in substantially the form attached as an exhibit to the Award Resolution, with such insertions, modifications and changes as may be approved by

the Issuer. Upon such approval, and at the request of an Authorized Officer of the Issuer, the Chair or Vice-Chair of each of the Other Districts is hereby authorized and directed to execute, and the Secretary (the “Secretary”) or any Assistant Secretary (each, an “Assistant Secretary”) of the Board of each of the Other Districts is hereby authorized and directed to attest, the Joinder to the Eighth Supplemental Indenture. Such execution shall constitute conclusive approval of the Joinder and of the Eighth Supplemental Indenture by each of the Other Districts.

(b) The respective Board of each of the Other Districts hereby acknowledges and agrees that, in connection with the issuance of the 2022 Bonds, the Issuer and the applicable Other Districts with jurisdiction over the District Lands in the 2022 Assessment Area will adopt a joint supplemental assessment resolution (the “Supplemental Assessment Resolution”) which, among other matters, designates the 2022 Assessment Area and approves a supplemental assessment methodology report prepared by Special District Services, Inc. to reflect the allocation of a portion of the Community Infrastructure Assessments, designated as the 2022 Assessments, to the assessable District Lands in the 2022 Assessment Area, based on the final pricing details of the 2022 Bonds. The respective Board of each of the Other Districts hereby acknowledges and agrees that the Supplemental Assessment Resolution will be part of the Assessment Proceedings (as defined in the Eighth Supplemental Indenture).

SECTION 4. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board of each of the Other Districts, the District Counsel of each of the Other Districts, and the District Manager of each of the Other Districts are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the applicable Other Districts that are necessary or desirable in connection with the 2022 Bonds, the Joinder, the Eighth Supplemental Indenture and the 2022 Assessments or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution, and all such actions heretofore taken are hereby ratified and approved.

SECTION 5. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Other Districts in conflict herewith are, to the extent of such conflict, superseded and repealed

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

PASSED AND ADOPTED at a meeting of the respective Board of Supervisors of each of the Other Districts this 2nd day of November, 2022.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

[SEAL]

Chair

ATTEST:

District Secretary

RESOLUTION NO. 2022-17

A JOINT RESOLUTION OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6 APPROVING A SUPPLEMENT TO THE SECOND AMENDED AND RESTATED MASTER ENGINEER'S REPORT, AS SUPPLEMENTED AND AMENDED, THAT IS PART OF THE ASSESSMENT PROCEEDINGS RELATING TO COMMUNITY INFRASTRUCTURE PREVIOUSLY ADOPTED BY THE DISTRICTS; PROVIDING WHEN THE MATTERS ADDRESSED HEREIN BECOME EFFECTIVE; PROVIDING FOR MISCELLANEOUS MATTERS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE RESPECTIVE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 1, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 2, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 3, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 4, SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5 AND SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 6:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of each of Southern Grove Community Development District No. 1, Southern Grove Community Development District No. 2, Southern Grove Community Development District No. 3, Southern Grove Community Development District No. 4, Southern Grove Community Development District No. 5 and Southern Grove Community Development District No. 6 (collectively, the "Districts") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, the respective charters of the Districts and other applicable provisions of law. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in Resolution No. 2019-15 adopted by Southern Grove Community Development District No. 5 (the "Issuer") on September 4, 2019 (the "2019 Equalizing Resolution") or in the District Development Interlocal Agreement (as defined in the 2019 Equalizing Resolution).

SECTION 2. FINDINGS. The respective Board of Supervisors of each of the Districts hereby finds and determines as follows:

A. Prior to the date hereof, the Districts have taken certain actions with respect to the establishment, levy and collection of the Community Infrastructure Assessments on assessable

District Lands within their respective boundaries, including, but not limited to, Resolution Nos. 2013-02 and 2013-03 adopted by the Board of Supervisors of the Issuer and the respective Board of Supervisors of each of the Other Districts on February 21, 2013, Resolution Nos. 2013-04 adopted by the Board of Supervisors of the Issuer and the respective Board of Supervisors of each of the Other Districts on May 14, 2013 and certain supplemental proceedings undertaken by the Issuer and/or the Other Districts, including, but not limited to, joint Resolution No. 2019-14 and 2020-08 adopted by the respective Board of Supervisors of the Other Districts on August 1, 2019 and May 13, 2020, Resolution Nos. 2019-12 and 2019-13 adopted by the Board of Supervisors of the Issuer on August 1, 2019 and the 2019 Equalizing Resolution (collectively, the “Prior Assessment Proceedings”).

B. As part of the Prior Assessment Proceedings, the Board of Supervisors of each of the Districts have approved the Second Amended and Restated Master Engineer's Report dated July 9, 2013, as supplemented by reports dated July 8, 2014, December 9, 2014 and August 1, 2019, as further supplemented and amended (collectively, the “Engineer’s Report”), each prepared by Arcadis U.S., Inc. or Culpepper and Turpening, Inc., as the Districts’ Consulting Engineers.

C. Pursuant to the authority delegated to it by the District Development Interlocal Agreement, the Issuer proposes to issue its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”) and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and, together with the 2022-1 Bonds, the “2022 Bonds”).

D. In connection with the proposed issuance of the 2022 Bonds, Culpepper and Turpening, Inc., as the Districts’ Consulting Engineers, has prepared a supplement to the Engineer’s Report, in the form attached hereto as Exhibit A (the “Supplemental Engineer’s Report”), which, among other matters, provides information regarding the portions of Community Infrastructure eligible to be financed, all or in part, by proceeds of the 2022 Bonds (the “2022 CI Project”); provided, however proceeds of the 2022-1 CI Bonds will not be used to fund any costs associated with the portion of the Community Infrastructure described in the 2022 Supplemental Engineer’s Report consisting of autonomous vehicles providing mass transit and any allocable portion of the pathways on which such vehicles travel.

E. Because the Supplemental Engineer’s Report involves matters relating to Community Infrastructure, which impact all of the Districts, the Issuer and the Other Districts now desire to approve the Supplemental Engineer’s Report and supplement the Prior Assessment Proceedings accordingly.

SECTION 3. APPROVAL OF SUPPLEMENTAL ENGINEER’S REPORT.

(a) Each of the Districts hereby approves the Supplemental Engineer’s Report and the matters set forth therein, substantially in the form attached hereto as Exhibit A, with such changes thereto as may be deemed necessary by the Districts’ Consulting Engineers to reflect matters relating to the Community Infrastructure described therein. The Supplemental Engineer’s

Report shall be attached as an appendix to the final Limited Offering Memorandum for the 2022 Bonds (the “Limited Offering Memorandum”).

(b) The Prior Assessment Proceedings are hereby supplemented to include this resolution and the Supplemental Engineer’s Report in the form included as an appendix to the Limited Offering Memorandum.

SECTION 4. MISCELLANEOUS. The Chair, Vice-Chair, Secretary and any Assistant Secretary of the Board of each of the Districts, the District Counsel of each of the Districts, and the District Manager of each of the Districts are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the applicable Districts that are necessary or desirable in connection with the matters set forth herein, which are not inconsistent with the terms and provisions of this Resolution, and all such actions heretofore taken are hereby ratified and approved.

SECTION 5. SEVERABILITY AND CONFLICTS. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid. All resolutions or parts thereof of the Districts in conflict herewith are, to the extent of such conflict, superseded and repealed

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

PASSED AND ADOPTED at a meeting of the Board of Supervisors of each of the Districts this 2nd day of November, 2022.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 1**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 2**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 4**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

[SEAL]

Chair

ATTEST:

District Secretary

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

[SEAL]

Chair

ATTEST:

District Secretary

EXHIBIT A

SUPPLEMENTAL ENGINEER'S REPORT



SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS

PORT ST. LUCIE, FLORIDA



**CULPEPPER &
TERPENING INC**

SUPPLEMENTAL ENGINEER'S REPORT SERIES 2022 BONDS

November 2, 2022

C&T Project No. 19-085.TRA.006.2022

Certificate of Authorization No. 4286

PREPARED BY
Culpepper & Terpening, Inc.
2980 S. 25th Street
Fort Pierce, FL 34981
Tel. 772-464-3537
www.ct-eng.com

PREPARED FOR
Board of Supervisors
Southern Grove CDDs
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

SECTION 1.0

1.1 INTRODUCTION

This report (the “2022 Supplemental Engineer’s Report”) supplements and updates the Second Amended and Restated Master Engineer’s Report dated July 9, 2013 (the “Master Engineer’s Report”), as amended and supplemented through the date hereof, including by (i) a supplement dated October 16, 2019 (the “2019 Supplemental Engineer’s Report”), prepared by the prior Consulting Engineers to Southern Grove Community District No. 5 (“District No. 5”) and the Other Districts, (ii) a supplement dated May 13, 2020 (the “2020 Supplemental Engineer’s Report”) prepared by this firm, and (iii) a supplement dated June 9, 2021 (the “2021 Supplemental Engineer’s Report”) prepared by this firm (collectively, the “Original Engineer’s Report”).

This 2022 Supplemental Engineer’s Report presents information about Community Infrastructure components that are currently under construction or planned to be constructed in the next two years. This 2022 Supplemental Engineer’s Report supersedes any information in the Original Engineer’s Report that is inconsistent with the information presented herein. As of the date hereof: (i) certain Community Infrastructure components described in the Original Engineer’s Report have been completed and (ii) certain Community Infrastructure components described in the Original Engineer’s Report are not expected to be implemented, including projects identified as the South Icon Tower, the Tradition T Sign and 1-95 Fencing South.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Original Engineer’s Report, however, for purposes hereof, the term “Other Districts” means Southern Grove Community Development District Nos. 1-6 and, if established, also means Southern Grove Community Development District Nos. 7-10.

SECTION 2.0

2.1 STATUS OF COMMUNITY INFRASTRUCTURE

As noted above, since the date of the Master Engineer’s Report, the scope, components and related costs of the Community Infrastructure have been modified from time-to-time, including, without limitation, to delete certain components and portions of the Community Infrastructure are complete. The planning, design, permitting, acquisition, construction and equipping, as applicable, of certain other portions of the Community Infrastructure is on-going. The planning, design, permitting, acquisition, construction and equipping of additional components of Community Infrastructure remains to be undertaken.

2.2 COMMUNITY INFRASTRUCTURE INDEBTEDNESS

A portion of the cost of Community Infrastructure projects has been funded to-date with proceeds of bonds and other obligations issued by District No. 5, including its (i) Special Assessment Bonds, Series 2019 (Community Infrastructure) (the “2019 Bonds”), (ii) Special Assessment Bonds, Series 2020 (Community Infrastructure) (the “2020 Bonds”), and (iii) Special Assessment Bonds, Series 2021 (Community Infrastructure) (the “2021 Bonds”).



District No. 5 is now proposing to issue its Special Assessment Bonds, Series 2022-1 (Community Infrastructure) (the “2022-1 Bonds”) and its Special Assessment Bonds, Series 2022-2 (Community Infrastructure) (Federally Taxable) (the “2022-2 Bonds” and, together with the 2022-1 Bonds, the “2022 Bonds”) to fund additional portions of the cost of Community Infrastructure projects.

Notwithstanding anything to the contrary in the Original Engineer’s Report, the cost of any Community Infrastructure projects described in the 2019 Supplemental Engineer’s Report, the 2020 Supplemental Engineer’s Report and the 2021 Supplemental Engineer’s Report, as updated by this 2022 Supplemental Engineer’s Report, is eligible to be financed and refinanced by available proceeds of bonds or other obligations of District No. 5 or one of the Other Districts (the “Community Infrastructure Indebtedness”); provided that (i) only a portion of the proceeds of the 2021 Bonds and the proceeds of the 2022-2 Bonds may be used to pay costs of the TIM Project, as such project is described below in Section 2.2 and (ii) proceeds of tax-exempt Community Infrastructure Indebtedness may only fund Community Infrastructure costs eligible to be funded by tax-exempt bonds (which currently excludes the TIM Project).

All of the proceeds of the 2019 Bonds available to pay a portion of the cost of Community Infrastructure have been fully expended for that purpose.

As of October 14, 2022, \$1,365,809 of the proceeds of the 2020 Bonds remain available to fund the cost of Community Infrastructure, however that amount is currently earmarked for use in connection with a Community Infrastructure project identified in the Original Engineer’s Report as “Marshall Parkway - Phase 1” and may not be available for expenditure on other Community Infrastructure projects described in Section 2.2 below.

As of October 14, 2022, \$4,728,359 of the proceeds of the 2021 Bonds remain available to fund the cost of Community Infrastructure, however \$623,194.68 of that amount is currently earmarked for use in connection with future projects related to the “Tradition in Motion” (“TIM”) program.

Additionally, \$1,675,000 of prepaid Community Infrastructure Assessments are available to fund a portion of the cost of Community Infrastructure (the “Prepaid Assessments”).

2.3 DESCRIPTION OF CERTAIN COMMUNITY INFRASTRUCTURE PROJECTS

Taking into account the Prepaid Assessments, it is reasonable to expect proceeds of (i) the 2020 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose approximately 3 years from the date of issuance of the 2020 Bonds (June 17, 2020), (ii) the 2021 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose approximately 3 years from the date of issuance of the 2021 Bonds (June 30, 2021), and (iii) the proposed 2022 Bonds available to be expended on Community Infrastructure will be fully expended for that purpose within 3 years from the date of issuance of the 2022 Bonds.

A map depicting certain of the projects described in this Section 2.2 are attached to this 2022 Supplemental Engineer’s Report as an exhibit.



1. ACOE Mitigation

Project Description

This public project is sometimes referred to as the “ACOE Mitigation Project.”

The District is required to construct mitigation areas as it relates to the Army Corps of Engineers (ACOE) permit conditions. The remaining mitigation area, also known as the Duda Canal, is an enhancement to the Districts’ existing conveyance canal as well as the completion of the ACOE permit conditions. The enhancement will include the construction of 7.5 acres of littoral area and natural recruitment of wetland vegetation. The construction of the project is approximately seventy-five (75%) percent complete.

Ownership and Operation

Completed components of this project are, and components of this project remaining to be completed will be, owned and operated by and behalf of the Districts and located in publicly owned property or public right of way or easements.

Estimated Cost

The total cost of this project is estimated to be \$3,101,060, of which approximately \$1,880,307 remains to be expended as of the date hereof.

Estimated Completion Date

This project is expected to be completed by February, 2023.

2. Outfall

Project Description

This public project entails the reconstruction of two (2) drainage outfalls into the South Florida Water Management District (SFWMD) Canal C-23. This project provides for the installation of an outfall control weir at the Becker Road structure and replacement of the outfall pipes into the SFWMD Canal C-23. The new outfall structure into the SFWMD C-23 will include the ability to augment the community irrigation water with stormwater runoff from the SFWMD Canal C-23.

Ownership and Operation

This project will be owned and operated by and on behalf of the Districts and located in publicly owned property or public right of way or easements.

Estimated Cost

The total cost of this project is estimated to be \$700,000.

Estimated Completion Date

The outfall control weir at Becker Road has been completed and the project is expected to be fully completed by the Summer, 2023.



3. Tradition Trail

Project Description

This public project involves continued construction of Tradition Trail.

Completed sections of Tradition Trail include approximately 4,600 LF along Community Boulevard from Tradition Parkway to Discovery Way and 1,400 LF along Discovery Way between Community Boulevard and Village Parkway. The “Art in the Park” Icon Trailhead is located at the corner of Village Parkway/Discovery Way.

In addition, 3,200 LF of Tradition Trail from the “Art in the Park” southerly along Village Parkway past the Telaro Entrance has been completed. The remaining 1,400 LF along Village Parkway to the Stars and Stripes Park still has to be completed as part of the first phase of Tradition Trail.

The next segment (or the final phase) of Tradition Trail remaining to be completed will extend from East-West No. 2 southerly approximately 12,500 LF along Village Parkway to Becker Road, consisting of a two-pathway system: (1) existing and to-be constructed 8' wide dedicated TIM Path and (1) proposed 12' wide multi-purpose path, seating areas with shade structures and site furnishings, E-bike charging stations, signage, landscape and irrigation improvements. The dedicated TIM Path is part of the TIM Project.

Ownership and Operation

Completed components of this project are, and components of this project remaining to be completed will be, located on a public easement or a tract of land owned by and on behalf of the Districts.

Completed components of this project are, and components of this project remaining to be completed will be, owned and operated by and on behalf of the Districts.

Estimated Cost

The remaining cost of the first phase of the project is estimated to be \$700,000.

The total cost of the second phase of the project is estimated to be \$4,350,000, which includes approximately \$200,000 for the dedicated TIM paths.

Estimated Completion Date

The first phase of the project is estimated to be completed by Fall, 2023.

The second phase of the project is estimated to be completed by Spring, 2024.



4. Paar Drive (West)

Project Description

The first phase of this project is on-going and involves construction of public roadway improvements from Village Parkway westerly approximately 3,300 linear feet, or 1,100 linear feet west of the Kenley residential community entrance. The proposed roadway section will be a two-lane undivided urban roadway with signalization improvements at Village Parkway, potable water mains, a sidewalk and landscaping and irrigation improvements. In addition, the 12" water main will be extended 3,200 linear feet westerly to the intersection of Community Boulevard. Construction of this phase of the project is nearing completion.

The second phase of this project has not yet commenced and involves construction of public roadway improvements from the westerly end of Phase 1 westerly approximately 3,100 linear feet to Community Boulevard. The proposed roadway section will be a two-lane undivided urban roadway, a sidewalk and landscaping and irrigation improvements.

Ownership and Operation

Completed components of this project are, and components of this project remaining to be completed will be, located on a public right of way and owned and operated by the City of Port St. Lucie.

Estimated Cost

The first phase of this project is estimated to have a total cost of \$3,700,000, of which approximately \$2,900,000 remains to be expended as of the date hereof.

The second phase of this project is estimated to have a total cost of \$4,300,000.

Estimated Completion Date

The first phase of this project is expected to be completed by January, 2023.

The second phase of this project is expected to be completed by January, 2025.

5. Heart Sculpture

Project Description

This project is a Public Art Element, located at the southwest corner of Village Parkway/Discovery Way and will consist of a regional iconic 'Heart' sculpture with elevated pedestrian bridge set atop a stepped pedestal public space/plaza. Design of this project is on-going.

Ownership and Operation

This project will be on land owned by the District and owned and operated by and on behalf of the District.



Estimated Cost

This project is estimated to have a total cost of at least \$4,325,000, of which approximately \$500,000 has been expended. Community Infrastructure Indebtedness will not fund costs of the Heart Sculpture in excess of the amount required by the City to be expended on “art in public places” within the boundaries of the Southern Grove Community Development Districts. This required amount is currently estimated to be \$2,125,000.

Estimated Completion Date

This project is expected to be completed by February, 2024.

6. Stars and Stripes Park

Project Description

The public Stars and Stripes Park vision is to celebrate both the celestial stars as well as to be a place to recognize the stars and stripes of our armed forces. The park will be comprised of a celestial lawn, interactive 'stars' and 'stripes' public art elements, parking, landscape, irrigation, and signage, seating areas with shade structures and site furnishings, and e-Bike charging stations. District No. 5 will construct and/or acquire from the master developer of the land in the boundaries of the Districts improvements related to the Stars and Stripes Park and convey these improvements as a grant to the City of Port St. Lucie.

Ownership and Operation

This project will be located on a twenty-five (25) acre publicly owned property located west of Village Parkway and south of East - West No. 2 and will be owned and operated by the City of Port St. Lucie.

Estimated Cost

This project is estimated to have a total cost of \$5,114,919, of which approximately \$4,224,919 remains to be expended as of the date hereof.

Estimated Completion Date

This project is expected to be completed by the Spring, 2024.

7. Becker Road Phase 2

Project Description

This project, referred to as the “Becker Road Phase 2 Project” is a continuation of public Becker Road and has two phases. The first phase involves the design and permitting of public Becker Road Phase 2 roadway improvements, commencing from its western terminus of the Becker Road Phase 1 project westerly approximately 3,500 linear feet to the intersection with Community Boulevard.



The design of the Becker Road Phase 2 Project is complete and is currently under permitting. The design is for a roadway section which contains a 4-lane divided urban roadway with sidewalk, landscaping with irrigation.

The second phase involves the construction of the public Becker Road Phase 2 roadway improvements, which includes the addition of 2,650 LF of the additional two lanes of the Becker Road Phase 1 project and 3,500 LF of two lanes of the Becker Road Phase 2 project, water mains, force mains, sidewalks and landscaping.

Ownership and Operation

The Becker Road Phase 2 Project will be located on a public right of way and will be owned and operated by the City of Port St. Lucie upon completion and dedication.

Estimated Cost

The first phase of this project has a total estimated cost of \$250,000, of which approximately \$50,000 remains to be expended.

The construction of the second phase of this project has a total estimated cost of \$6,440,000.

Estimated Completion Date

The first phase of this project is substantially complete, with completion expected by December, 2022.

The second phase of this project is expected to be complete by December, 2023.

8. TIM

Project Description

This project is referred to as the "TIM Vehicles Project" and is part of the TIM Project.

The TIM Vehicles Project entails the purchase (or reimbursement of advances made for such purchase by the master developer of the residential land in the Districts) of up to four (4) autonomous vehicles ("TIM Vehicles") to provide mass transit as a means of transportation within portions of the overall Tradition Community, which includes land in the boundaries of the Districts.

Ownership and Operation

The TIM Vehicles will be owned and operated by or on behalf of the Districts.

Estimated Cost

The cost of each of the TIM Vehicles in this project is approximately \$767,600 or \$3,070,400 in total.



Estimated Completion Date

The latest acquisition of the four TIM Vehicles comprising this project is estimated to occur by Fall, 2023.

9. Marshall Parkway (West)

Project Description

This public project is sometimes referred to as the “Marshall Parkway (West) Project.” The project is for the section lying west of the Marshall Parkway Project.

The project involves the design and construction of public roadway improvements from the existing round about at the Del-Webb Entrance, westerly approximately 2,100 linear feet to Community Boulevard. The proposed roadway section will be a designed as a future 4-lane divided roadway, a sidewalk and landscaping and irrigation improvements.

Construction of the project will include the outer 2-lanes of the divided roadway, a sidewalk and landscaping and irrigation improvements.

This project does not include the Marshall Parkway – Phase I improvements for which proceeds of the 2020 Bonds are earmarked.

Ownership and Operation

Completed components of this project are, and components of this project remaining to be completed will be, located on a public right of way and owned and operated by the City of Port St. Lucie.

Estimated Cost

The project is estimated to have a total cost of approximately \$2,060,000.

Estimated Completion Date

The project is expected to be completed by January, 2024.

SECTION 3.0

3.1 DEVELOPMENT PERMITS

Development permits are required in connection with each of the Community Infrastructure projects described in Section 2.2, and remaining to be completed, from the City of Port St. Lucie, including a Site Plan Review Permit, a City of Port St. Lucie Engineering Department Permit, a City of Port St. Lucie Building Permit and a SFWMD Construction Permit. These permits are standard permits for these types of improvements and have been, or are expected to be, approved by the authority having jurisdiction.



3.2 MISCELLANEOUS

The Community Infrastructure projects described in Section 2.2 of this Engineer's Report may be constructed by or on behalf of the Districts or constructed by others and acquired by or on behalf of the Districts.

Additional funding for the Community Infrastructure projects described in Section 2.2. not available from proceeds of Community Infrastructure Indebtedness heretofore and hereafter issued may be funded from other legally available funds of the Districts and/or funds provided by the master developer of the residential land within the boundaries of the Districts and/or other significant owner of land in the Districts.

SECTION 4.0

4.1 CONCLUSION

The Community Infrastructure projects described in Section 2.2 are part of the Community Infrastructure benefitting all assessable land in the boundaries of the Southern Grove Community Development Districts.

The Community Infrastructure projects remaining to be completed as presented in Section 2.2 can be designed, permitted, and constructed in a timely manner, since they are consistent with the Southern Grove Development of Regional Impact, the City of Port St. Lucie's Development Orders and the SFWMD Conceptual Environmental Resource Permit. The project costs in Section 2.2 that are estimated costs are based on 2022 dollars, and are reasonable and similar to project costs within the area, based on our historical knowledge of the Treasure Coast. A normal inflation factor has not been utilized but is considered to be a part of the improvements budget contingency factor. For the purposes of this report, a 10% contingency factor has been included for projects not yet completed.

The scope of work for these projects is based on information provided by the master developer of the residential land in the boundaries of the Districts and other significant landowners in the Districts.

A summary of the Community Infrastructure projects described in Section 2.2 is shown below in Table No. 1.

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TABLE NO. 1		
SUMMARY OF THE COMMUNITY INFRASTRUCTURE PROJECTS		
PROJECT DESCRIPTION	REMAINING ESTIMATED COST AS OF 11/01/22	ESTIMATED COMPLETION DATE
ACOE Mitigation Project	\$1,880,307	02/2023
Outfall	\$700,000	Summer, 2023
Tradition Trail	\$700,000	Fall, 2023
Tradition Trail – Final Phase	\$6,250,000*	Spring, 2024
Paar Drive West Project - Phase 1	\$2,900,000	01/2023
Paar Drive West Project - Phase 2	\$4,300,000	01/2025
Heart Sculpture	\$2,125,000**	02/2024
Stars and Stripes Park	\$4,224,919	Spring, 2024
Becker Road Phase 2 Project - Phase 1	\$50,000	12/2022
Becker Road Phase 2 Project - Phase 2	\$6,440,000	12/2023
TIM Vehicles Project	\$3,070,400	Fall, 2023
Marshall Parkway (West)	\$2,060,000	01/2024
TOTAL	\$34,700,626	

*Includes approximately \$200,000 for Tim Paths included in the TIM Project.

** Reflects only the portion of the estimated costs currently required by the City to be expended on “art in public places” within the boundaries of the Southern Grove Community Development Districts.

Respectfully Submitted,

CULPEPPER & TERPENING, INC.

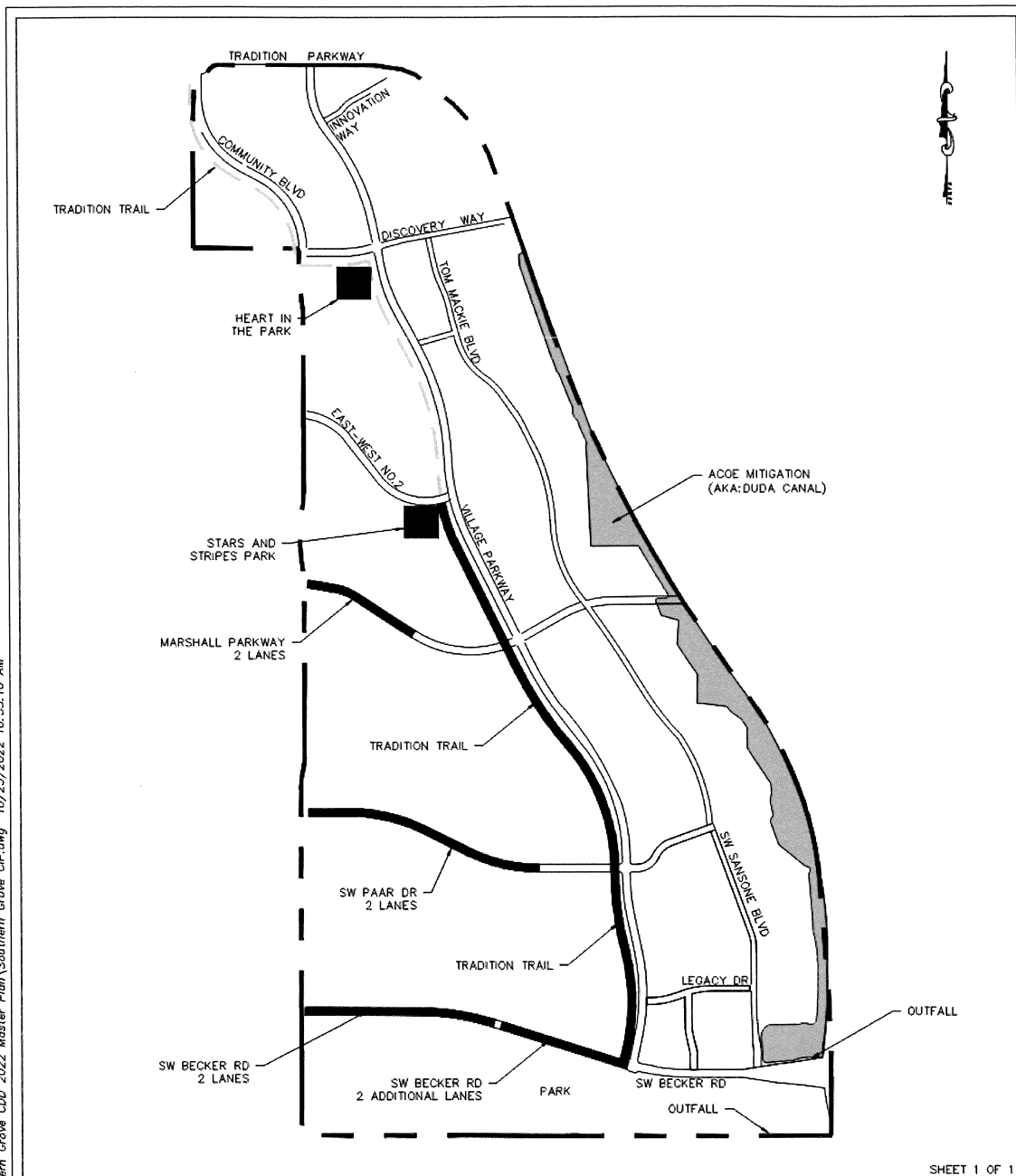
James P Terpening
Digitally signed by James P Terpening
 DN: CN=James P Terpening,
 OU=4014102000011563647947000090E5,
 O=CULPEPPER AND TERPENING INC.,
 C=US
 Date: 2022.10.26 12:23:25-04'00'

James P Terpening, P.E.
 District Engineer
 Florida Engineer No. 24276
 EOR Responsibility: 100% (Pages 1-12)

This item has been digitally signed and sealed by James Parker Terpening, PE on 11/2/2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



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SHEET 1 OF 1



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA BOARD OF PROFESSIONAL
 ENGINEERS AUTHORIZATION NO. 4286

SOUTHERN GROVE CAPITAL PROJECT 2022 CAPITAL PLAN

JOB NO: 19-080.SG1.2022	SCALE: 1" = 2500'
DRAWN BY: TGAO	DATE: 10/25/2022





SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT

PROJECT: Southern Grove Corps of Engineers Permit 2022-23

Mitigation Monitoring and Maintenance Program

SCOPE OF SERVICES

Task 1 – Mitigation Monitoring and Maintenance –

We will provide monitoring and maintenance services in accordance with the requirements of the U.S. Army Corps of Engineers permit Mitigation Plan for Southern Grove. All monitoring and maintenance services will be conducted under the direction of a Florida Department of Agriculture and Consumer Services licensed restricted use pesticide applicator, who is certified for application in aquatic systems and natural systems management. All herbicides applied will be appropriately labeled for application in aquatic environments where necessary.

The required initial habitat restoration for wetland mitigation is complete, thus permit compliance requirements entail continued monitoring and maintenance control of invasive species in order to meet the permit mitigation success criteria and requirements.

Services to be provided are summarized below for the following wetland mitigation areas:

Maintenance treatment of nuisance and exotic vegetation will be conducted by herbicide treatment and/or cutting and removal of such species throughout the mitigation wetlands. Two treatments per year will be conducted approximately six months apart beginning in December 2022/January 2023 with a second treatment completed by July 31, 2023. Treatments will achieve total cover of less than five percent Category I or II invasive non-native plant species after each treatment.

Wetland W420 – 0.30 ac. - Wetland W421 – 3.45 ac. - Wetland W422 – 1.07 ac. –
Wetland W433 – 1.54 ac. - Wetland W436 – 0.86 ac. - Wetland W439 – 0.69 ac. -
Wetland W440 – 0.36 ac. - Wetland W441 – 0.57 ac. - Wetland W442 – 1.10 ac. -
Wetland W443 – 0.59 ac. - Wetland W444 – 0.58 ac. - Wetland W447 – 1.85 ac. -
Wetland W452 – 4.86 ac. - Wetland W455 – 0.76 ac. - Wetland W456 – 1.66 ac. -
Wetland W457 – 0.83 ac. - Wetland W458 – 0.42 ac. - Wetland W461- 6.79 ac. -
Wetland W462 – 3.86 ac. - Wetland W463 – 6.69 ac. - Wetland W465 – 3.50 ac. -
Wetland W466 – 1.02 ac. - Wetland W467 – 0.72 ac. - Wetland W468 – 3.37 ac. -
Wetland W469 – 2.08 ac.- Wetland W470 – 0.67 ac. - Wetland W471 – 5.05 ac.-
Wetland W475 – 2.29 ac. - Wetland W481 – 41.03 ac. - Wetland W483 – 3.96 ac. -
Wetland Creation Area – 21.0 acres –
Oak Hammock Upland Preserve – 5.1 acres –

Prepare Annual Mitigation Monitoring Report for Corps Permit Compliance -

We will conduct field reconnaissance and data collection from each of the above referenced mitigation wetlands and other project elements during July 2023. This field data and observation will be compiled into the 2023 Mitigation Monitoring Report for submittal to the US Army Corps of Engineers.

We will secure documentation of receipt and acceptance of the Annual Mitigation Monitoring Report by the Corps of Engineers in order to demonstrate continued compliance with the permit mitigation requirements.

Task 2 – Project Management - Greenways 14 and 15 Final Grading -

In the course of completing restoration activities in Greenways 14 and 15, it was determined that additional fill material was needed for raising and grading of the Greenways. This work was specifically excluded from the initial restoration project because it was not certain to be required.

For drainage to function correctly, all Greenway areas require filling and grading to operate within the surrounding drainage systems.

Under this task, we will coordinate with your contractor to facilitate transport and placement of fill material from existing on site sources and grade it to drain toward existing wetlands connected to the master drainage system. Until such time as the filling and grading is completed, we will mow the subject Greenways to prevent overgrowth of brush and grasses.

Services to be provided for each of the following elements:

Conservation Tract 14 – 4.7 +/- Acres – Greenway Creation -

Conservation Tract 15 – 23.3 +/- Acres – Greenway Creation -

FEES AND BILLING

We will provide the services described in Tasks 1 and 2 above in accordance with the fee schedule table provided below. All direct expenses are billed at cost, and are included in the fee amount unless noted otherwise. Billing is based on percentage complete for lump sum (L.S.) elements and actual hours and expenses for “not to exceed” (NTE) tasks. This fee amount will not be exceeded without prior written authorization.

<u>Task</u>	<u>Description</u>	<u>Fee Amount</u>
1	Mitigation Monitoring and Maintenance	\$55,000.00 L.S.
2	Project Management – Greenways 14 and 15 Final Grading	\$20,000.00 NTE

EW CONSULTANTS, INC.

Personnel Hourly Rate Schedule

(Effective January 1, 2022)

<u>Classification</u>	<u>Hourly Rate</u>
Senior Professional	\$125.00/hour
Project Manager	\$100.00/hour
Environmental Scientist	\$85.00/hour
CADD Technician (including software and equipment)	\$85.00/hour
Field Scientist	\$75.00/hour
Project Assistant/Field Technician	\$55.00/hour
Direct Expenses	At cost, no mark up

Bid Summary: Southern Grove ITB # 2022-02
Southern Grove Aquatic, Wetland, and Conservation Area
Management Services

To: Frank Sakuma, Southern Grove CDD Manager

From: Kelly Cranford, Southern Grove CDD Engineer

cc: John Gallagher, Southern Grove CDD Development Coordinator

Date: 10/14/2022

Re: Bid Evaluation

In response to our publicly noticed bid request, we received submittals from Clarke Aquatic Services, Solitude, and Superior Waterways.

Bid Completeness Evaluation:

Bidder	Clarke	Solitude	Superior
Attended Pre-Bid	Yes	Yes	Yes
Vendor Affidavit Signed	Yes	Yes	Yes
Vendor Information Sheet Completed	Yes	Yes	Yes
Bid Form Signed	Yes	Yes	Yes

John Gallagher will contact the provided references for each firm later this week.

Bid Tab Summary – Annual costs

Bidder	Clarke	Solitude	Superior
Bid Total	\$ 82,556.91	\$ 77,726.00	\$122,432.80
Lake/Canal per Acre*	\$ 372.67	\$ 207.00	\$ 600.00
Wetland per Acre	\$ 858.00	\$ 940.33	\$ 1,500.00
Greenways per Acre	\$ 858.00	\$ 1,039.00	\$ 500.00
Fence Line per LF	\$ 0.25	\$ 0.35	\$ 0.40

* - Bids which showed unit costs based on linear ft of lake bank were converted to an average unit cost per acre.



GIVEWATERLIFE

Southern Grove

Community Development District

ITB # 2022-02

Aquatic, Wetland, and Conservation Area
Management Services

Bid Due: October 12, 2022 @ 2:00 PM

Submitted by:

Clarke Aquatic Services, Inc., a Clarke Company

Representative:

Brian Fackler

675 Sidwell Court
Saint Charles, IL 60174
630-894-2000 P
630-443-3070 F
www.clarke.com



VENDOR'S AFFIDAVIT AND SIGNATURE PAGE

#ITB 2022-02

**Southern Grove Aquatic, Wetland, and Conservation Area
Management Services**

Vendor's Address: Clarke Aquatic Services, Inc.

675 Sidwell Court, Saint Charles, IL 60174

Telephone: 561-692-9170 FAX: 630-443-3070

I, Steve Rizzi, CFO,

The undersigned, of Clarke Aquatic Services, Inc.

(PRINT Signer's Name and PRINT Office Held)

The above named vendor does declare and affirm this 10 day of October 2022 that I hold the aforementioned office of the above named company, and I affirm the following:

AFFIDAVIT 1:

The vendor, his Agent, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the vendor or themselves, to obtain information that would give the vendor an unfair advantage over others, nor have they colluded with anyone of and on behalf of the vendor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT 2:

No officer or employee of Southern Grove Community Development District, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work, or service for the District, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the District received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the District in connection with this contract, job, work, or service for the District, excepting however, the receipt of dividends on corporation stock.

AFFIDAVIT 3:

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees, who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the Federal Government for acts of omissions committed after July 1, 1977.

AFFIDAVIT AND SIGNATURE PAGE (continued)

AFFIDAVIT 4:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to the District, may not submit a proposal on a contract to the District for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the District, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the District, and may not transact business with the District in excess of \$10,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) {(Section 274A(e) of the Immigration and Nationality Act ("INA"))}. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the District.

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of a public entity crime, nor do we employ unauthorized alien workers.

I do solemnly declare and affirm under the penalties of perjury, that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

WITNESSES:

Sophistic Rodriguez

John Buis

VENDOR Clarke Aquatic Services, Inc.

By: *[Signature]*

STATE OF Illinois

COUNTY OF Kane

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 10th day of October 2022, by Steve Rizzi, and who is personally known by me or who has produced: Personally Known as identification.

Karen J Larson
Notary Public



Print, type, or stamp commissioned name and affix official seal.

CONTRACTOR'S BID SUBMITTAL

#ITB 2022-02

Southern Grove Aquatic, Wetland, and Conservation Area Management Services

OPENING: Monday, October 3, 2022 TIME: 2:00 P.M.

TO: SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT
Via email to John Gallagher.
jgallagher@sdsinc.org

The company that is submitting a bid declares that it has extensive experience in aquatic, wetland, and conservation area maintenance and management.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Service Narratives and Maps for the work and Agreement Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the Southern Grove Community Development District, Florida, in the form of Contract/Agreement specified for "Southern Grove Aquatic, Wetland, and Conservation Area Management Services" within the Southern Grove Community Development District in Port St. Lucie, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Agreement Documents, to the full and entire satisfaction of the Southern Grove CDD and the City of Port St. Lucie, Florida. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the CDD.

Bid prices are per bid item per year.

Southern Grove CDD Lake and Canal Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Water Surface	Unit Price	LF of Lake Bank	Unit Price	Amount
A-101	Southern Grove	L11A (Duda Canal)	Maintained by CDD	44.78 ac	\$0.00/ac/yr	12,623 lf	\$0.72/lf/yr	\$9,088.56
A-107	Southern Grove	L13A	Maintained by CDD	3.24 ac	\$0.00/ac/yr	1,628 lf	\$0.72/lf/yr	\$1,172.16
A-123	Southern Grove	L17A	To be Removed	11.80 ac	\$0.00/ac/yr	1,933 lf	\$0.72/lf/yr	\$1,391.76
A-125	Southern Grove	L18B	To be Removed	4.07 ac	\$0.00/ac/yr	1,796 lf	\$0.72/lf/yr	\$1,293.12
A-150	Southern Grove	L23B	Maintained by CDD	3.39 ac	\$0.00/ac/yr	1,548 lf	\$0.72/lf/yr	\$1,114.56
A-153	Southern Grove	L25A	Maintained by CDD	12.06 ac	\$0.00/ac/yr	3,074 lf	\$0.72/lf/yr	\$2,213.28
A-154	Southern Grove	L25D	Maintained by CDD	4.41 ac	\$0.00/ac/yr	2,493 lf	\$0.72/lf/yr	\$1,794.96
A-167	Southern Grove	MXD1A	Maintained by CDD	12.93 ac	\$0.00/ac/yr	4,430 lf	\$0.72/lf/yr	\$3,189.60
A-168	Southern Grove	MXD1B	Maintained by CDD	1.37 ac	\$0.00/ac/yr	963 lf	\$0.72/lf/yr	\$693.36
A-169	Southern Grove	MXD2A	Maintained by CDD	9.34 ac	\$0.00/ac/yr	3,000 lf	\$0.72/lf/yr	\$2,160.00
A-171	Southern Grove	MXD2C	Maintained by CDD	3.52 ac	\$0.00/ac/yr	1,630 lf	\$0.72/lf/yr	\$1,173.60
A-174	Southern Grove	MXD3	Maintained by CDD	25.30 ac	\$0.00/ac/yr	4,210 lf	\$0.72/lf/yr	\$3,031.20
A-175	Southern Grove	MXD4	Maintained by CDD	2.78 ac	\$0.00/ac/yr	2,035 lf	\$0.72/lf/yr	\$1,465.20
A-176	Southern Grove	L-C	Maintained by CDD	3.09 ac	\$0.00/ac/yr	1,846 lf	\$0.72/lf/yr	\$1,329.12
A-177	Southern Grove	D-08 Canal	Maintained by CDD	3.65 ac	\$0.00/ac/yr	6,468 lf	\$0.72/lf/yr	\$4,656.96

Southern Grove CDD Wetland Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Wetland	Unit Price	Conservation Area (excluding wetland)	Unit Price	Amount
B-33	Southern Grove	W410	Maintained by CDD	0.61 ac	\$858.00/ac/yr	0.33 ac	\$0.00/ac/yr	\$523.38

Southern Grove CDD Greenways Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Greenway	Unit Price			Amount
C-01	Southern Grove	Greenway 1	Maintained by CDD	22.98 ac	\$858.00/ac/yr			\$19,721.10
C-02	Southern Grove	Greenway 2	Maintained by CDD	6.91 ac	\$858.00/ac/yr			\$5,926.44
C-03	Southern Grove	Greenway 3	Maintained by CDD	18.73 ac	\$858.00/ac/yr			\$16,071.80

Southern Grove CDD Fence Line Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Linear Feet of Fencing	Unit Price			Amount
D-01	Southern Grove	Greenway 1	Maintained by CDD	18,187 lf	\$0.25/lf/yr			\$4,546.75

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications and Scope of Work issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various proposal documents, for the following price:
\$82,556.91 (figures)

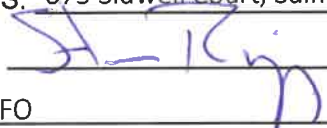
Eighty Two Thousand Five Hundred Fifty Six Dollars and Ninety One Cents (written)

Contractor's Project Manager: (Print or Type Name) Brian Fackler

Telephone #: 561-692-9170 Email: bfackler@clarke.com

Bid OF (Company): Clarke Aquatic Services, Inc.

ADDRESS: 675 Sidwell Court, Saint Charles, IL 60174

SIGNED: 

TITLE: CFO

DATE: 10/10/2022

VENDOR'S QUALIFICATION
INFORMATION SHEET

#ITB 2022-02

**Southern Grove Aquatic, Wetland, and Conservation Area
Management Services**

NAME OF VENDOR:

REFERENCES: MUST GIVE NAME, ADDRESS, and TELEPHONE NUMBER OF OWNER OR MANAGER OF THREE (3) ACCOUNTS FOR WHICH VENDOR HAS PROVIDED WORK DURING THE PAST THREE (3) YEARS.

JOB: ACCOUNT NAME OWNER/MANAGER, ADDRESS, TELEPHONE, COMPLETION DATE

1. Village of Wellington / Bill Conerly / 1400 Greenbrier Blvd., Wellington, FL 33470 / (561) 722-5877
Over 500 acres of waterways / Ongoing
2. Northern Palm Beach County Improvement District / Randy Cross / 359 Hiatt Drive, Palm Beach Gardens, FL
(561) 714-9897 / Over 200 acres of canals and waterways / Ongoing
3. The Town of Lake Clarke Shores / Damon Gammons / 1701 Barbados Road, West Palm Beach, FL 33406
(561) 718-3645 / Aquatic Maintenance of lakes and canals / Ongoing

THE COMPANY HAS BEEN IN BUSINESS AT PRESENT LOCATION FOR 15 YEARS. (75 Years in Business)

SIGNATURE:  TITLE: CFO

COMPANY NAME: Clarke Aquatic Services, Inc.

AFFIDAVIT AND SIGNATURE PAGE

Vendor's Address: Clarke Aquatic Services, Inc.

675 Sidwell Court, Saint Charles, IL 60174

Telephone: 561-692-9170 FAX: 630-443-3070

I, Steve Rizzi, CFO,

The undersigned, of Clarke Aquatic Services, Inc.

(PRINT Signer's Name and PRINT Office Held)

The above named vendor does declare and affirm this 10th day of October 2022 that I hold the aforementioned office of the above named company, and I affirm the following:

AFFIDAVIT 1:

The vendor, his Agent, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the vendor or themselves, to obtain information that would give the vendor an unfair advantage over others, nor have they colluded with anyone of and on behalf of the vendor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT 2:

No officer or employee of Southern Grove Community Development District, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work, or service for the District, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the District received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the District in connection with this contract, job, work, or service for the District, excepting however, the receipt of dividends on corporation stock.

AFFIDAVIT 3:

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees, who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the Federal Government for acts of omissions committed after July 1, 1977.

AFFIDAVIT AND SIGNATURE PAGE (continued)

AFFIDAVIT 4:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to the District, may not submit a proposal on a contract to the District for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the District, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the District, and may not transact business with the District in excess of \$10,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) {(Section 274A(e) of the Immigration and Nationality Act ("INA"))}. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the District.

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of a public entity crime, nor do we employ unauthorized alien workers.

I do solemnly declare and affirm under the penalties of perjury, that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

WITNESSES:

Stephanie J. Rodriguez

Jim Buis

VENDOR

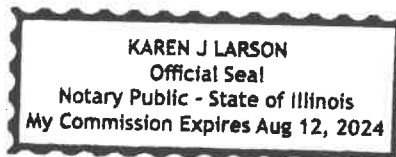
By: *Steve Rizzi*

STATE OF Illinois

COUNTY OF Kane

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 10th day of October 2022, by Steve Rizzi, and who is personally known by me or who has produced: Personall Known as identification.

Karen J Larson
Notary Public



Print, type, or stamp commissioned name and affix official seal.

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT
ITB # 2022-02 ADDENDUM 1
ISSUED SEPTEMBER 30, 2022**

**Aquatic, Wetland, and Conservation Area
Management Services**

The original ITB #2022-02 documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

1. The date bids to be received has been extended to Wednesday, October 12 at 2 pm to jgallagher@sdsinc.org
2. The date for questions or requests for clarification regarding the ITB has been extended until 5 pm on October 5, 2022.
3. Copies of the excel files of the bid tab and quantities for all wetlands and lakes on within the project are included for bidders use.



CLARKE AQUATIC SERVICES, Inc.

Personnel

1. Jake Britton General Manager – 18 Years
3390 N. State Rd, Suite D
Davison, MI 48423
(810) 347-0112 Cell
jbritton@clarke.com
2. Brian Fackler Control Consultant – 1 Year
3340 Fairlane Farms Road, Suite 12 & 13
Wellington, FL 33414
(561) 692-9170 Cell
bfackler@clarke.com
3. Grant Black Operations Supervisor Wellington Florida – 5 Years
3340 Fairlane Farms Road, Suite 12 & 13
Wellington, FL 33414
(561) 370-5813 Cell
gblack@clarke.com
4. Brandon Holloway Field Supervisor Wellington Florida – 4 Years
(Project Manager) 3340 Fairlane Farms Road, Suite 12 & 13
Wellington, FL 33414
(561) 703-7194 Cell
mholloway@clarke.com
5. Andres Lopez Regional Operations Lead – 6 Years
2321 Griffin Rd,
Leesburg, FL, 34748
(407) 949-4763 Cell
alopez@clarke.com
6. Stephanie Rodriguez National Aquatics Customer Care Lead – 18 Years
675 Sidwell Court
Saint Charles, IL 60174
(224) 575-2674 Cell
srodriguez@clarke.com



Response to Request for Proposal to:

Southern Grove Community Development District (CDD)

#ITB 2022-02

Aquatic, Wetland, and Conservation Area Management Services

District Development Coordinator

Attn: John Gallagher

Email: jgallagher@sdsinc.com

Submitted by:

Todd Barhydt
District Manager
7453 B Commercial Blvd.
Fort Pierce, FL 34951

October 12, 2022



Table of Contents

1. Contractor's Bid Submittal Form
2. Vendor's Qualification Information Form
3. Vendor's Affidavit Form
4. Business License
5. Commercial Applicator Licenses
6. Certificate of Insurance

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Via email to John Gallagher.
jgallagher@sdsinc.org

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A-167	Southern Grove	MXD1A	Maintained by CDD	12.93 ac		4,430 lf	0.40	\$1,772.00
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A-169	Southern Grove	MXD2A	Maintained by CDD	9.34 ac		3,000 lf	0.40	\$1,200.00
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A-174	Southern Grove	MXD3	Maintained by CDD	25.30 ac		4,210 lf	0.40	\$1,684.00
A-175	Southern Grove	MXD4	Maintained by CDD	2.78 ac		2,035 lf	0.40	\$814.00
A-176	Southern Grove	L-C	Maintained by CDD	3.09 ac		1,846 lf	0.40	\$738.00
A-177	Southern Grove	D-08 Canal	Maintained by CDD	3.65 ac		6,468 lf	0.40	\$2,587.00

Southern Grove CDD Wetland Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Wetland	Unit Price	Conservation Area (excluding wetland)	Unit Price	Amount
B-33	Southern Grove	W410	Maintained by CDD	0.61 ac	1.039	0.33 ac	1.039	\$977.00

Southern Grove CDD Greenways Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Greenway	Unit Price			Amount
C-01	Southern Grove	Greenway 1	Maintained by CDD	22.98 ac	1.039			\$23,876.00
C-02	Southern Grove	Greenway 2	Maintained by CDD	6.91 ac	1.039			\$7,179.00
C-03	Southern Grove	Greenway 3	Maintained by CDD	18.73 ac	1.039			\$19,460.00

Southern Grove CDD Fence Line Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Linear Feet of Fencing	Unit Price			Amount
D-01	Southern Grove	Greenway 1	Maintained by CDD	18,187 lf	0.35			\$6,365.00

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications and Scope of Work issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various proposal documents, for the following price:
\$77,726.00 / Year (figures)

Seventy Seven Thousand, Seven Hundred Twenty Six Dollars (written)

Contractor's Project Manager: (Print or Type Name) ~~Todd Barhydt~~ Todd Barhydt

Telephone #: (888) 480-5253 Email: todd.barhydt@solitudelake.com

Bid OF (Company): Solitude Lake Management, LLC

ADDRESS: 1320 Brookwood Drive, Suite H, Little Rock, AR 72202

SIGNED: 

TITLE: John Myers

DATE: 10/4/22

VENDOR'S QUALIFICATION
INFORMATION SHEET

#ITB 2022-02

**Southern Grove Aquatic, Wetland, and Conservation Area
Management Services**

NAME OF VENDOR:

REFERENCES: MUST GIVE NAME, ADDRESS, and TELEPHONE NUMBER OF OWNER OR MANAGER OF THREE (3) ACCOUNTS FOR WHICH VENDOR HAS PROVIDED WORK DURING THE PAST THREE (3) YEARS.

JOB: ACCOUNT NAME OWNER/MANAGER, ADDRESS, TELEPHONE, COMPLETION DATE

1. PGA Village / Lisa Cannon / 2140 NW Reserve Park Pl, Port St. Lucie, FL 34986
(772) 467-1503 / Ongoing Lake/Wetland Maintenance through 12/31/22
2. Copper Creek CDD / Andressa Navarette / 7678 NW Greenbank Cir., Port St. Lucie, FL 34987
(954) 721-8681 / Ongoing Lake/Littoral Maintenance through 9/30/23
3. Woodfield POA / Daniel Dickson / 2755 Woodfield Blvd. Vero Beach, FL 32966
(772) 778-8188 / Ongoing Lake/Preserve Maintenance through 6/30/23

THE COMPANY HAS BEEN IN BUSINESS AT PRESENT LOCATION FOR 23 YEARS.

SIGNATURE:  TITLE: President and CEO

COMPANY NAME: Solitude Lake Management, LLC

AFFIDAVIT AND SIGNATURE PAGE

Vendor's Address: 1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Telephone: (888) 480-5253 FAX: (888) 358-0088

I, John Myers,

The undersigned, of Solitude Lake Management, LLC

(PRINT Signer's Name and PRINT Office Held)

The above named vendor does declare and affirm this 4 day of Oct., 2022 that I hold the aforementioned office of the above named company, and I affirm the following:

AFFIDAVIT 1:

The vendor, his Agent, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the vendor or themselves, to obtain information that would give the vendor an unfair advantage over others, nor have they colluded with anyone of and on behalf of the vendor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT 2:

No officer or employee of Southern Grove Community Development District, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work, or service for the District, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the District received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the District in connection with this contract, job, work, or service for the District, excepting however, the receipt of dividends on corporation stock.

AFFIDAVIT 3:

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees, who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the Federal Government for acts of omissions committed after July 1, 1977.

AFFIDAVIT AND SIGNATURE PAGE (continued)

AFFIDAVIT 4:

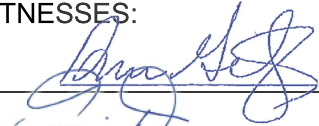
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to the District, may not submit a proposal on a contract to the District for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the District, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the District, and may not transact business with the District in excess of \$10,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.


The District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) {(Section 274A(e) of the Immigration and Nationality Act ("INA")}. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the District.

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of a public entity crime, nor do we employ unauthorized alien workers.

I do solemnly declare and affirm under the penalties of perjury, that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

WITNESSES:





VENDOR

By: 

 John Myers, President and CEO

STATE OF PA }

COUNTY OF Berks }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4 day of OCT, 2022, by John Myers, and who is personally known by me or who has produced: known Client as identification.



 Notary Public

Commonwealth of Pennsylvania- Notary Seal Kathleen Archer, Notary Public Berks County My Commission expires November 14, 2023 Commission Number 1237525

Print name, Berks County Association of Notaries
 affix official seal.



2022 - 2023

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #6 Receipt #1020581
Type of business 7299 MISC/PUBLIC SERVICE (Aquatic Weed Expires SEPTEMBER 30, 2023
Control and Lake Maintenance)

DBA name Business Solitude Lake Management LLC
Mailing address: Aquatic Systems Inc Business location: 7453 B Commercial Circle
2100 NW 33rd St Ft Pierce, FL 34951
Pompano Beach, FL 33069

RENEWAL		St Lucie County	
Original tax:	\$27.55	1335-802-0035-000/8	525656
Penalty:	\$2.76		
Collection cost:	\$5.00	Paid 10/10/2022 35.31	0025-20221010-000489
Total:	\$35.31		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Aquatic Systems Inc
2100 NW 33rd St
Pompano Beach, FL 33069

Commercial Applicator Licenses

<p>Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM27027</p> <p>CROOKS, DION MICHAEL 2185 SW SALVATIERRA BLVD PORT ST LUCIE, FL 34987</p> <p>Categories 5A</p> <p>Issued: May 19, 2021 Expires: May 31, 2025</p> <p>Signature of Licensee <i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER</p> <p><small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small></p>	<p>Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM24982</p> <p>BURGESS JR, DANIEL WILLIAM 17391 73RD COURT NORTH LOXAHATCHEE, FL 33470</p> <p>Categories 5A</p> <p>Issued: June 17, 2021 Expires: June 30, 2025</p> <p>Signature of Licensee <i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER</p> <p><small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small></p>
<p>Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM18282</p> <p>BRAUTIGAM, ROBERT EDWIN 868 SW PARSONS ST PORT SAINT LUCIE, FL 34953</p> <p>Categories 5A</p> <p>Issued: March 4, 2019 Expires: March 31, 2023</p> <p>Signature of Licensee <i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER</p> <p><small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small></p>	<p>Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License License # CM27370</p> <p>LAYCHUR, SHANE ALLEN 467 NE PECOS WAY JENSEN BEACH, FL 34957</p> <p>Categories 21</p> <p>Issued: February 10, 2022 Expires: February 28, 2026</p> <p>Signature of Licensee <i>Nicole Fried</i> NICOLE "NIKKI" FRIED, COMMISSIONER</p> <p><small>The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.</small></p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 FAX (A/C, No): E-MAIL ADDRESS: certificate@epicbrokers.com														
INSURED SOLitude Lake Management, LLC. dba Lake & Wetland Management (REN429) 1320 Brookwood Drive, Suite H Little Rock AR 72202-1412	RENTOKI-01 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER C : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER D : Arch Indemnity Insurance Company</td> <td style="text-align: center;">30830</td> </tr> <tr> <td>INSURER E : Allianz Underwriters Insurance Company</td> <td style="text-align: center;">36420</td> </tr> <tr> <td>INSURER F : AXIS Insurance Company</td> <td style="text-align: center;">37273</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty Insurance Company	20699	INSURER C : Arch Insurance Company	11150	INSURER D : Arch Indemnity Insurance Company	30830	INSURER E : Allianz Underwriters Insurance Company	36420	INSURER F : AXIS Insurance Company	37273
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COVERAGES

CERTIFICATE NUMBER: 1569514739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <div style="margin-top: 5px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: </div> </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y		OGLG27240331	10/1/2022	10/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000		\$
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D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	31WC11044202 34WC11044302	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000						
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A	Errors & Omissions Liability			OGLG27240331	10/1/2022	10/1/2023	Each Incident/Agg \$5,000,000														
E	CPL (Excluding Aerial Ops)			U5L00127922	10/1/2022	10/1/2023	Each Incident/Agg \$5,000,000														
F	Crime/Client Coverage	N	N	P-001-000968899-01	10/1/2022	10/1/2023	Each Occurrence \$1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPL = Contractor's Pollution Liability
 Special District Services, Inc., to the extent required by written contract, is an additional insured with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

For Special District Services, c/o Special District Services, Inc.
 2501A Burns Rd.
 Palm Beach Gardens FL 33410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Kinnert

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CONTRACTOR'S BID SUBMITTAL

#ITB 2022-02

Southern Grove Aquatic, Wetland, and Conservation Area Management Services

OPENING: Monday, October 3, 2022 TIME: 2:00 P.M.

TO: SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT

Via email to John Gallagher.

jgallagher@sdsinc.org

The company that is submitting a bid declares that it has extensive experience in aquatic, wetland, and conservation area maintenance and management.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Service Narratives and Maps for the work and Agreement Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that they have satisfied themselves relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the Southern Grove Community Development District, Florida, in the form of Contract/Agreement specified for "Southern Grove Aquatic, Wetland, and Conservation Area Management Services" within the Southern Grove Community Development District in Port St. Lucie, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Agreement Documents, to the full and entire satisfaction of the Southern Grove CDD and the City of Port St. Lucie, Florida. The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the CDD.

Bid prices are per bid item per year.

Southern Grove CDD Lake and Canal Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Water Surface	Unit Price	LF of Lake Bank	Unit Price	Amount
A-101	Southern Grove	L11A (Duda Canal)	Maintained by CDD	44.78 ac	600.00	12,623 lf		28,868.00
A-107	Southern Grove	L13A	Maintained by CDD	3.24 ac	600.00	1,628 lf		1,944.00
A-123	Southern Grove	L17A	To be Removed	11.80 ac	600.00	1,933 lf		7,080.00
A-125	Southern Grove	L18B	To be Removed	4.07 ac	600.00	1,796 lf		2,442.00
A-150	Southern Grove	L23B	Maintained by CDD	3.39 ac	600.00	1,548 lf		2,034.00
A-153	Southern Grove	L25A	Maintained by CDD	12.06 ac	600.00	3,074 lf		7,236.00
A-154	Southern Grove	L25D	Maintained by CDD	4.41 ac	600.00	2,493 lf		2,646.00
A-167	Southern Grove	MXD1A	Maintained by CDD	12.93 ac	600.00	4,430 lf		7,758.00
A-168	Southern Grove	MXD1B	Maintained by CDD	1.37 ac	600.00	963 lf		822.00
A-169	Southern Grove	MXD2A	Maintained by CDD	9.34 ac	600.00	3,000 lf		5,604.00
A-171	Southern Grove	MXD2C	Maintained by CDD	3.52 ac	600.00	1,630 lf		2,112.00
A-174	Southern Grove	MXD3	Maintained by CDD	25.30 ac	600.00	4,210 lf		15,180.00
A-175	Southern Grove	MXD4	Maintained by CDD	2.78 ac	600.00	2,035 lf		1,668.00
A-176	Southern Grove	L-C	Maintained by CDD	3.09 ac	600.00	1,846 lf		1,854.00
A-177	Southern Grove	D-08 Canal	Maintained by CDD	3.65 ac	600.00	6,468 lf		2,190.00

Southern Grove CDD Wetland Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Wetland	Unit Price	Conservation Area (excluding wetland)	Unit Price	Amount
B-33	Southern Grove	W410	Maintained by CDD	0.61 ac	1500.00	0.33 ac	1500.00	1,410.00

Southern Grove CDD Greenways Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Acres of Greenway	Unit Price			Amount
C-01	Southern Grove	Greenway 1	Maintained by CDD	22.98 ac	500.00			11,490.00
C-02	Southern Grove	Greenway 2	Maintained by CDD	6.91 ac	500.00			3,455.00
C-03	Southern Grove	Greenway 3	Maintained by CDD	18.73 ac	500.00			9,365.00

Southern Grove CDD Fence Line Annual Maintenance Bid Tab								
Item #	DRI	Description	Status	Linear Feet of Fencing	Unit Price			Amount
D-01	Southern Grove	Greenway 1	Maintained by CDD	18,187 lf	40.00			7,274.80

We, the undersigned, agree to furnish and deliver the above titled item in accordance with the specifications and Scope of Work issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various proposal documents, for the following price:

\$122,432.80 (figures)
One Hundred Twenty Two Thousand Four Hundred Thirty Two Dollars and Eighty Cents. (written)

Contractor's Project Manager: (Print or Type Name) Chris York

Telephone #: 561-662-4215 Email: cyork@superiorwaterway.com

Bid OF (Company): Superior Waterway Services, Inc

ADDRESS: 6701 Gorda Road, Sweet Briar Beach, FL 33404

SIGNED: Chris York

TITLE: President

DATE: 10-12-22

VENDOR'S QUALIFICATION
INFORMATION SHEET

#ITB 2022-02

**Southern Grove Aquatic, Wetland, and Conservation Area
Management Services**

NAME OF VENDOR:

REFERENCES: MUST GIVE NAME, ADDRESS, and TELEPHONE NUMBER OF OWNER OR MANAGER OF THREE (3) ACCOUNTS FOR WHICH VENDOR HAS PROVIDED WORK DURING THE PAST THREE (3) YEARS.

JOB: ACCOUNT NAME OWNER/MANAGER, ADDRESS, TELEPHONE, COMPLETION DATE

1. Valencia Falls - Russ Gaslo - 954-325-8796 / Onsite
2. Bayliner - Jim Bouras - 561-451-3899 / Onsite
3. Savanna Club - Sarah Dunn - 772-340-1889 / Onsite

THE COMPANY HAS BEEN IN BUSINESS AT PRESENT LOCATION FOR 23 YEARS.

SIGNATURE: Chi-Yat TITLE: President

COMPANY NAME: Superior Waterway Services

VENDOR'S AFFIDAVIT AND SIGNATURE PAGE

#ITB 2022-02

**Southern Grove Aquatic, Wetland, and Conservation Area
Management Services**

Vendor's Address: 6701 Garden Road, Suite 1
Riviera Beach, FL 33404

Telephone: 561-844-0248 FAX: 561-844-9629

I, Chris York / President,

The undersigned, of Superior Waterway Services

(PRINT Signer's Name and PRINT Office Held)

The above named vendor does declare and affirm this 12th day of Oct, 2022 that I hold the aforementioned office of the above named company, and I affirm the following:

AFFIDAVIT 1:

The vendor, his Agent, servants, and/or employees, have not in any way colluded with anyone for and on behalf of the vendor or themselves, to obtain information that would give the vendor an unfair advantage over others, nor have they colluded with anyone of and on behalf of the vendor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT 2:

No officer or employee of Southern Grove Community Development District, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work, or service for the District, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the District received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the District in connection with this contract, job, work, or service for the District, excepting however, the receipt of dividends on corporation stock.

AFFIDAVIT 3:

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees, who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the Federal Government for acts of omissions committed after July 1, 1977.

AFFIDAVIT AND SIGNATURE PAGE (continued)

AFFIDAVIT 4:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to the District, may not submit a proposal on a contract to the District for the construction or repair of a public building or public work, may not submit proposals on leases of real property to the District, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the District, and may not transact business with the District in excess of \$10,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324a(e) {(Section 274A(e) of the Immigration and Nationality Act ("INA"))}. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of the Agreement by the District.

Neither I, nor the vendor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Southern Grove Community Development District have been convicted of a public entity crime, nor do we employ unauthorized alien workers.

I do solemnly declare and affirm under the penalties of perjury, that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

WITNESSES:

VENDOR

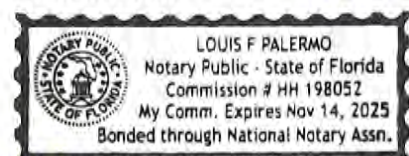
[Signature]

By: *Chris York*

STATE OF FL }
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of October, 2022, by Chris York, and who is personally known by me or who has produced: _____ as identification.

[Signature]
Notary Public



Louis Palermo
Print, type, or stamp commissioned name and affix official seal.

Law Offices
of
GONANO & HARRELL
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO
Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

ALEXZANDER D. GONANO
email: agonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464 - 1032
Facsimile (772) 464 - 0282

DANIEL B. HARRELL
Board Certified in Education Law
email: ddharrell@gh-law.com

October 7, 2022

VIA ELECTRONIC MAIL ONLY

Mr. B. Frank Sakuma, Jr.
Southern Grove Community Development District Nos. 1-6
bsakuma@sdsinc.org

Re: Southern Grove Community Development District Nos. 1-6 ("Districts")

Our File No. 1882-001

Dear Frank:

As of March 31, 2023, I will be retiring from the active practice of law, including the provision of direct legal services to the Districts on current and future matters ("District Matters"). I propose to assign my existing engagements with the Districts ("Engagements"), and to transfer all records and files on District Matters, to the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A. ("TDG&R"), effective April 1, 2023.

TDG&R is a West Palm Beach law firm that has long represented many units of local government on the Treasure Coast, including several in St. Lucie County. To assure continuity in the handling of District Matters, I will be available to assist TDG&R in its provision of services to the Districts, on an as-needed basis, for a period of not less than 12 months following transfer.

If assignment of my Engagements with the Districts to TDG&R is acceptable, including transferring all files related to District Matters and changing the registered agent and registered office for the Districts from my firm to Mr. Glen J. Torcivia, Esquire, and the office address of TDG&R, respectively, please so indicate by signing the acceptance at the end of this letter and transmitting a copy of the signed letter by electronic mail to ddharrell@gh-law.com and glen@torcivialaw.com.

It is of course the choice of the Districts as clients regarding who should serve as their legal counsel, and whether all records and files on District Matters should be transferred TDG&R or to other counsel. If the Districts elect not to accept assignment of the Engagements to TDG&R, the Districts will need to select other counsel to assume responsibility for District Matters effective not later than April 1, 2023. If other counsel is to be selected, please advise me as soon as practicable, but in no event later than March 1, 2023, to whom I should transfer records and files related to District Matters.

Mr. B. Frank Sakuma, Jr.
Southern Grove Community Development District Nos. 1-6
October 7, 2022
Page 2

Thank you for your consideration, it has been an honor and privilege to have worked with the Districts, and please advise if you have any question regarding this proposal.

Sincerely,

Daniel B. Harrell

Daniel B. Harrell

The Districts consent to assignment of the Engagements; the transfer of District Matters, including all records and files, to Torcivia, Donlon, Goddeau & Rubin, P.A.; and the change of registered agent and registered office for the Districts to Mr. Torcivia and the TGD&R office address, effective April 1, 2023.

Please sign and date if the Districts consent

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS 1-6

Financial Report For September 2022

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 10/01/21 - 09/30/22 ACTUAL	% Of Budget	COMMENTS
REVENUES				
O & M ASSESSMENTS - ADMIN & MAINT	751,391	706,573	94.04%	
DEBT ASSESSMENTS	969,263	957,276	98.76%	
BOND PREPAYMENTS	0	1,535,254	100.00%	
INTEREST INCOME	0	12,506	100.00%	
STORMWATER	400,000	619,925	154.98%	
OTHER INCOME	0	156,533	100.00%	
OTHER INCOME - SPECIAL BOND REV	0	0	100.00%	
TIM - DEVELOPER/ BOND FUNDED	1,113,700	0	0.00%	
FUND CARRY FORWARD	0	0	0.00%	
Total Revenues	\$ 3,234,354	\$ 3,988,066	123.30%	
EXPENDITURES - ADMIN				
ARBITRAGE REBATE FEE	6,500	1,300	100.00%	
AUDIT	36,000	20,800	57.78%	
BANK FEES	0	0	100.00%	
CONSULTING FEES	0	0	100.00%	
DISSEMINATION AGENT	3,000	0	0.00%	
DISTRICT COUNSEL	48,000	60,010	125.02%	
MANAGEMENT	31,120	31,120	100.00%	
DUES, LICENSES, FEES	1,050	1,050	100.00%	
ASSESSMENT ROLL	6,000	6,000	100.00%	
ENGINEERING	175,000	164,849	94.20%	
FINANCIAL ADVISOR - BOND	0	0	0.00%	
IMPACT FEE ADMINISTRATION	0	0	0.00%	
GENERAL INSURANCE	34,900	38,015	108.93%	
WEBSITE	4,500	4,500	100.00%	
LEGAL ADVERTISING	3,800	1,676	44.10%	
MISCELLANEOUS	2,000	688	34.40%	
MEETING ROOM	0	0	0.00%	
TRAVEL AND PER DIEM	500	513	100.00%	

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 10/01/21 - 09/30/22 ACTUAL	% Of Budget	COMMENTS
OFFICE SUPPLIES	1,000	230	0.00%	
POSTAGE AND SHIPPING	500	659	100.00%	
COPIES	2,500	1,203	48.13%	
SUPERVISOR FEES	4,800	0	0.00%	
SUPERVISOR PAYROLL TAXES	0	0	0.00%	
SUPERVISOR PAYROLL FEES	0	0	0.00%	
TELEPHONE	0	0	0.00%	
TIF/SAD REBATE ANALYSIS	26,010	60,110	0.00%	
CONTINUING DISCLOSURE	0	1,500		
TRUSTEE SERVICES	7,000	12,416	177.38%	
OFFICE RENT	16,500	16,685	101.12%	
CONTINGENCY - ADMIN	0	0	0.00%	
CAPITAL OUTLAY	0	0	0.00%	
TIM - CAPITAL (Bond/Developer Funded)	720,000	127,849	0.00%	
TOTAL ADMIN EXPENSES	1,130,680	551,173	48.75%	
EXPENDITURES - MAINT				
LAKE MAINTENANCE	45,000	38,425	85.39%	
BUILDING, BRIDGE, MONUMENT MAINT.	1,000	0	0.00%	
TIM OPERATIONS	393,700	433,312	110.06%	
CONTINGENCY - MAINT.	100,000	103,625	103.63%	
COMMUNITY AREA MAINTENANCE	0	5,048	0.00%	
LAKE PORTER SERVICE	0	0	0.00%	
PAINTING	0	0	0.00%	
FIELD MAINTENANCE	0	0	0.00%	
ELECTRIC	25,000	2,224	8.89%	
ENGINEERING - MAINT.	175,000	164,849	94.20%	
FIELD MANAGEMENT	16,000	16,000	100.00%	
FOUNTAIN MAINTENANCE	10,000	13,828	100.00%	
HYDRILLA TREATMENT		0	0.00%	
LANDSCAPING MAINTENANCE & MATERIALS	46,600	108,228	232.25%	
MITIGATION MAINTENANCE	82,000	115,849	141.28%	

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICTS #1-6 RECAP
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 10/01/21 - 09/30/22 ACTUAL	% Of Budget	COMMENTS
IRRIGATION	2,000	0	0.00%	
IRRIGATION PARTS & REPAIR	8,000	13,736	171.71%	
PEST CONTROL	2,000	75	3.75%	
ROAD REPAIR	0	0	0.00%	
SECURITY	40,000	0	0.00%	
FENCE REPAIR	0	0	0.00%	
SIDEWALK CLEANING/REPAIR	30,000	0	0.00%	
SIGNAGE	10,000	395	0.00%	
STREETLIGHTS	2,000	0	0.00%	
STORMWATER MANAGEMENT	50,000	49,980	99.96%	
TREE/PLANT REPLACEMENT & TRIM	36,000	0	0.00%	
WETLAND UPLAND MAINTENANCE	0	0	0.00%	
TOTAL MAINTENANCE EXPENSES	1,074,300	1,065,574	99.19%	

Total Expenditures	\$ 2,204,980	\$ 1,616,747	73.32%
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EXCESS / (SHORTFALL)	\$ 1,029,374	\$ 2,371,319
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PAYMENT TO TRUSTEE (2019 Bond)	(498,944)	(508,022)	101.82%
PAYMENT TO TRUSTEE (2020 Bond)	(392,779)	(399,971)	101.83%
BOND PREPAYMENTS	-	(1,535,254)	

BALANCE	\$ 137,652	\$ (71,928)
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COUNTY APPRAISER & TAX COLLECTOR FEE	(68,826)	(66,670)	96.87%
DISCOUNTS FOR EARLY PAYMENTS	(68,826)	(65,934)	95.80%

NET EXCESS / (SHORTFALL)	\$ -	\$ (204,532)
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08/25/22

Accrual Basis

Z Southern Grove 5

Long Term Debt Balance Sheet

As of July 31, 2022

	Jul 31, 22
ASSETS	
Other Assets	
05-5151 · Amount Available in DSF (2019)	564,137.62
05-5152 · Amount Available In DSF (2020)	572,587.68
05-5153 · Amount Available In DSF (2021)	3,053,871.36
05-5155 · Amount To Be Provided	23,179,403.34
Total Other Assets	27,370,000.00
TOTAL ASSETS	27,370,000.00
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
05-5217 · Special Assess Debt - CI (2019)	6,350,000.00
05-5218 · Special Assess Debt - CI (2020)	5,290,000.00
05-5219 · Special Assessment Debt (2021)	15,730,000.00
Total Long Term Liabilities	27,370,000.00
Total Liabilities	27,370,000.00
TOTAL LIABILITIES & EQUITY	27,370,000.00

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10/25/22

Accrual Basis

Southern Grove CDD 1

Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
01-3100 · Assessments	91,709.82	18,525.57	73,184.25	495.0%
01-3810 · Debt Assessment (CI - 2019)	535,596.08			
01-3814 · Debt Assessment (CI - 2020)	421,680.24			
01-3830 · Assessment Fees	-66,669.93	-741.02	-65,928.91	8,997.0%
01-3831 · Assessment Discounts	-65,934.06	-741.02	-65,193.04	8,897.7%
01-3840 · Debt Assess-Pd To Trustee(2019)	-508,022.25			
01-3841 · Debt Assess-Pd To Trustee(2020)	-399,971.00			
01-3901 · Bond Prepayments (2019)	96,100.00			
01-3902 · Bond Prepayments (2020)	7,139.09			
01-3903 · Bond Prepayments (2021)	1,432,014.81			
01-3911 · Bond Prepayments(19) To Trustee	-96,100.00			
01-3912 · Bond Prepayments(20) To Trustee	-7,139.09			
01-3913 · Bond Prepayments(21) To Trustee	-1,432,014.81			
01-9400 · Other Income	67,500.00			
01-9405 · Stormwater Fees	0.00			
01-9407 · Engineering Revenue Fees	64,353.60			
01-9408 · Application Fee	24,679.00			
01-9410 · Interest Income (GF)	12,486.32			
Total Income	177,407.82	17,043.53	160,364.29	1,040.9%
Expense				
01-1308 · Dissemination Agent	0.00	41.96	-41.96	0.0%
01-1310 · Engineering	1,607.01	2,447.51	-840.50	65.7%
01-1311 · Management Fees	303.39	435.24	-131.85	69.7%
01-1315 · Legal Fees	585.01	671.32	-86.31	87.1%
01-1317 · Travel and Per Diem	5.03	6.99	-1.96	72.0%
01-1318 · Assessment/Tax Roll	58.51	83.91	-25.40	69.7%
01-1320 · Audit Fees	202.79	6,000.00	-5,797.21	3.4%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	12.71	0.00	12.71	100.0%
01-1440 · Rents & Leases	162.66	230.77	-68.11	70.5%
01-1450 · Insurance	5,419.00	4,900.00	519.00	110.6%
01-1480 · Legal Advertisements	16.36	53.15	-36.79	30.8%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	6.73	27.97	-21.24	24.1%
01-1513 · Postage and Delivery	6.44	6.99	-0.55	92.1%
01-1514 · Office Supplies	2.28	13.99	-11.71	16.3%
01-1516 · Copies	11.75	34.96	-23.21	33.6%
01-1518 · Web Site	750.00	750.00	0.00	100.0%
01-1521 · Aquatic Contract	0.00	0.00	0.00	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00			
01-1600 · TIM - Operations (BEEP) O&M	433,312.10	0.00	433,312.10	100.0%
01-1743 · Continuing Disclosure Fee	14.65			
01-1772 · TIF/SAD Rebate Analysis	585.99	363.77	222.22	161.1%
01-1801 · Landscaping Maintenance	0.00			
01-1805 · Stormwater Management (GF)	0.00	0.00	0.00	0.0%
01-1807 · Irrigation Parts & Repair	0.00			
01-1809 · Field Management	0.00			
01-1810 · Engineering / Inspections	0.00			
01-1812 · Signage & Amenities Repair	0.00			
01-1814 · Electricity	0.00			
01-1815 · Miscellaneous Maintenance	0.00			
01-1817 · Common Area Maintenance	0.00			
01-1818 · Fountain Maintenance & Chemical	0.00			
01-1820 · Contingency	0.00			
01-1822 · Pest Control	0.00			
01-1825 · Lake Maintenance	0.00			
01-1826 · Mitigation Maintenance	0.00			
01-1827 · Beep Capital	127,848.60			
Total Expense	571,086.01	17,043.53	554,042.48	3,350.7%

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10/25/22

Accrual Basis

Southern Grove CDD 1
Profit & Loss Budget vs. Actual
October 2021 through September 2022

	<u>Oct '21 - Sep 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Ordinary Income	-393,678.19	0.00	-393,678.19	100.0%
Other Income/Expense				
Other Expense				
01-3920 · Capital Outlay	<u>47,463.12</u>			
Total Other Expense	<u>47,463.12</u>			
Net Other Income	<u>-47,463.12</u>			
Net Income	<u>-441,141.31</u>	<u>0.00</u>	<u>-441,141.31</u>	<u>100.0%</u>

Southern Grove CDD 1
Balance Sheet
As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1068	2,109,411.74
01-1001 · Valley Bank-Special Bond Acct	1,004,469.17
Total Checking/Savings	3,113,880.91
Accounts Receivable	
01-1200 · Accounts Receivable	18,936.60
Total Accounts Receivable	18,936.60
Total Current Assets	3,132,817.51
Other Assets	
01-8122 · A/R St Lucie County Excess Fees	-2,978.00
Total Other Assets	-2,978.00
TOTAL ASSETS	3,129,839.51
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
01-2020 · Accounts Payable	227,924.54
Total Accounts Payable	227,924.54
Other Current Liabilities	
01-2024 · Due To Other Gov Units-Fishkind	750.02
01-2025 · Deposits - Engr Deposit	107,469.50
01-2026 · Deferred Revenue - SAD/TIF	1,137,823.81
01-2027 · Due to CDD2	10,377.99
01-2028 · Due to CDD3	-4,450.65
01-2029 · Due to CDD4	38,900.05
01-2030 · Due to CDD5	836,046.67
01-2031 · Due to CDD6	26,700.32
Total Other Current Liabilities	2,153,617.71
Total Current Liabilities	2,381,542.25
Total Liabilities	2,381,542.25
Equity	
30000 · Opening Balance Equity	206,446.32
99-9999 · Retained Earnings	982,992.25
Net Income	-441,141.31
Total Equity	748,297.26
TOTAL LIABILITIES & EQUITY	3,129,839.51

Southern Grove CDD 2
Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	40,929.54	45,006.33	-4,076.79	90.9%
01-3830 · Assessment Fees	0.00	-1,800.25	1,800.25	0.0%
01-3831 · Assessment Discounts	0.00	-1,800.25	1,800.25	0.0%
01-9410 · Interest Income (GF)	1.95			
Total Income	40,931.49	41,405.83	-474.34	98.9%
Expense				
01-1308 · Dissemination Agent	0.00	269.50	-269.50	0.0%
01-1310 · Engineering	16,683.30	15,720.70	962.60	106.1%
01-1311 · Management Fees	3,149.44	2,795.59	353.85	112.7%
01-1315 · Legal Fees	6,073.17	4,311.97	1,761.20	140.8%
01-1317 · Travel and Per Diem	51.95	44.92	7.03	115.7%
01-1318 · Assessment/Tax Roll	607.22	539.00	68.22	112.7%
01-1320 · Audit Fees	2,105.03	6,000.00	-3,894.97	35.1%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	131.56	0.00	131.56	100.0%
01-1440 · Rents & Leases	1,688.54	1,482.24	206.30	113.9%
01-1450 · Insurance	5,978.00	5,300.00	678.00	112.8%
01-1480 · Legal Advertisements	169.59	341.36	-171.77	49.7%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	69.62	179.67	-110.05	38.7%
01-1513 · Postage and Delivery	66.68	44.92	21.76	148.4%
01-1514 · Office Supplies	23.31	89.83	-66.52	25.9%
01-1516 · Copies	121.76	224.58	-102.82	54.2%
01-1518 · Web Site	750.00	750.00	0.00	100.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	0.00	0.00	0.00	0.0%
01-1600 · TIM Operations	0.00	0.00	0.00	0.0%
01-1743 · Continuing Disclosure Fee	151.80	0.00	151.80	100.0%
01-1772 · SAD/TIF Rebate Analysis	6,083.34	2,336.55	3,746.79	260.4%
Total Expense	44,079.31	41,405.83	2,673.48	106.5%
Net Income	-3,147.82	0.00	-3,147.82	100.0%

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10/25/22

Accrual Basis

Southern Grove CDD 2

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1076	558.75
Total Checking/Savings	558.75
Other Current Assets	
01-8200 · Due From CDD1	10,327.99
Total Other Current Assets	10,327.99
Total Current Assets	10,886.74
TOTAL ASSETS	10,886.74
LIABILITIES & EQUITY	
Equity	
30000 · Net Assets, Unrestricted	36,146.13
99-9999 · Retained Earnings	-22,111.57
Net Income	-3,147.82
Total Equity	10,886.74
TOTAL LIABILITIES & EQUITY	10,886.74

Southern Grove CDD 3
Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	66,914.30	74,575.21	-7,660.91	89.7%
01-3830 · Assessment Fees	0.00	-2,983.01	2,983.01	0.0%
01-3831 · Assessment Discounts	0.00	-2,983.01	2,983.01	0.0%
01-9410 · Interest Income (GF)	0.16			
Total Income	66,914.46	68,609.19	-1,694.73	97.5%
Expense				
01-1308 · Dissemination Agent	0.00	527.79	-527.79	0.0%
01-1310 · Engineering	31,942.67	30,789.21	1,153.46	103.7%
01-1311 · Management Fees	6,030.08	5,475.20	554.88	110.1%
01-1315 · Legal Fees	11,627.98	8,445.04	3,182.94	137.7%
01-1317 · Travel and Per Diem	99.46	87.97	11.49	113.1%
01-1318 · Assessment/Tax Roll	1,162.61	1,055.63	106.98	110.1%
01-1320 · Audit Fees	4,030.39	6,000.00	-1,969.61	67.2%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	251.89	0.00	251.89	100.0%
01-1440 · Rents & Leases	3,232.96	2,902.98	329.98	111.4%
01-1450 · Insurance	5,706.00	5,300.00	406.00	107.7%
01-1480 · Legal Advertisements	324.71	668.57	-343.86	48.6%
01-1511 · Bank Fees	0.00			
01-1512 · Miscellaneous	133.30	351.88	-218.58	37.9%
01-1513 · Postage and Delivery	127.67	87.97	39.70	145.1%
01-1514 · Office Supplies	44.64	175.94	-131.30	25.4%
01-1516 · Copies	233.14	439.85	-206.71	53.0%
01-1518 · Web Site	750.00	750.00	0.00	100.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1600 · TIM Operations	0.00			
01-1743 · Continuing Disclosure Fee	290.65	0.00	290.65	100.0%
01-1772 · SAD/TIF Rebate Analysis	11,647.46	4,576.16	7,071.30	254.5%
Total Expense	77,810.61	68,609.19	9,201.42	113.4%
Net Income	-10,896.15	0.00	-10,896.15	100.0%

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10/25/22

Accrual Basis

Southern Grove CDD 3

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1084	50.76
Total Checking/Savings	50.76
Other Current Assets	
01-8200 · Due From CDD1	-4,500.65
Total Other Current Assets	-4,500.65
Total Current Assets	-4,449.89
TOTAL ASSETS	-4,449.89
LIABILITIES & EQUITY	
Equity	
01-8801 · Equity Transfer	0.13
99-9999 · Retained Earnings	6,446.13
Net Income	-10,896.15
Total Equity	-4,449.89
TOTAL LIABILITIES & EQUITY	-4,449.89

Southern Grove CDD 4

Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	79,996.59	93,300.02	-13,303.43	85.7%
01-3810 · Debt Assessment	0.00	200,225.21	-200,225.21	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-184,207.20	184,207.20	0.0%
01-3830 · Assessment Fees	0.00	-11,741.01	11,741.01	0.0%
01-3831 · Assessment Discounts	0.00	-11,741.01	11,741.01	0.0%
01-9405 · Stormwater Fees	33,917.38	33,211.13	706.25	102.1%
01-9410 · Interest Income (GF)	0.16			
Total Income	113,914.13	119,047.14	-5,133.01	95.7%
Expense				
01-1308 · Dissemination Agent	0.00	445.63	-445.63	0.0%
01-1310 · Engineering	29,489.89	25,995.01	3,494.88	113.4%
01-1311 · Management Fees	5,567.05	4,622.64	944.41	120.4%
01-1315 · Legal Fees	10,735.11	7,130.06	3,605.05	150.6%
01-1317 · Travel and Per Diem	91.83	74.27	17.56	123.6%
01-1318 · Assessment/Tax Roll	1,073.34	891.26	182.08	120.4%
01-1320 · Audit Fees	3,720.91	6,000.00	-2,279.09	62.0%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	232.55	1,340.56	-1,108.01	17.3%
01-1440 · Rents & Leases	2,984.71	2,450.96	533.75	121.8%
01-1450 · Insurance	5,435.00	5,100.00	335.00	106.6%
01-1480 · Legal Advertisements	299.78	564.46	-264.68	53.1%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	123.06	297.09	-174.03	41.4%
01-1513 · Postage and Delivery	117.86	74.27	43.59	158.7%
01-1514 · Office Supplies	41.21	148.54	-107.33	27.7%
01-1516 · Copies	215.24	371.36	-156.12	58.0%
01-1518 · Web Site	750.00	750.00	0.00	100.0%
01-1520 · Security	0.00	3,321.11	-3,321.11	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	679.31	1,443.68	-764.37	47.1%
01-1600 · TIM Operations	0.00	0.00	0.00	0.0%
01-1743 · Continuing Disclosure Fee	268.33	0.00	268.33	100.0%
01-1772 · TIF/SAD Rebate Analysis	10,753.08	3,863.60	6,889.48	278.3%
01-1801 · Landscaping Maintenance	5,921.38	3,869.10	2,052.28	153.0%
01-1802 · Tree/Plant Replacement & Trim	0.00	2,989.00	-2,989.00	0.0%
01-1805 · Stormwater Management (GF)	2,734.53	4,151.39	-1,416.86	65.9%
01-1807 · Irrigation Parts & Repair	751.55	664.22	87.33	113.1%
01-1808 · Irrigation	0.00	166.06	-166.06	0.0%
01-1809 · Field Management	875.39	1,328.45	-453.06	65.9%
01-1810 · Engineering / Inspections	9,019.24	14,529.87	-5,510.63	62.1%
01-1812 · Signage & Amenities Repair	21.61	830.28	-808.67	2.6%
01-1814 · Electricity	121.65	2,075.70	-1,954.05	5.9%
01-1815 · Miscellaneous Maintenance	4,409.79	0.00	4,409.79	100.0%
01-1816 · Building Maintenance	0.00	83.03	-83.03	0.0%
01-1817 · Common Area Maintenance	276.15	0.00	276.15	100.0%
01-1818 · Fountain Maintenance & Chemical	756.56	830.28	-73.72	91.1%
01-1820 · Contingency	1,259.74	8,302.78	-7,043.04	15.2%
01-1822 · Pest Control	4.10	166.06	-161.96	2.5%
01-1823 · Mitigation Maintenance	6,338.31	6,808.28	-469.97	93.1%
01-1825 · Lake Maintenance	2,102.33	3,736.25	-1,633.92	56.3%
01-1827 · Sidewalk Cleaning	0.00	2,490.83	-2,490.83	0.0%
01-1828 · Streetlight Maintenance	0.00	166.06	-166.06	0.0%
Total Expense	107,345.59	119,047.14	-11,701.55	90.2%
Net Income	6,568.54	0.00	6,568.54	100.0%

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Accrual Basis

Southern Grove CDD 4

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1092	50.76
Total Checking/Savings	50.76
Other Current Assets	
01-8200 · Due From CDD1	68,881.09
Total Other Current Assets	68,881.09
Total Current Assets	68,931.85
TOTAL ASSETS	68,931.85
LIABILITIES & EQUITY	
Equity	
01-8801 · Equity Transfer	0.13
99-9999 · Retained Earnings	62,363.18
Net Income	6,568.54
Total Equity	68,931.85
TOTAL LIABILITIES & EQUITY	68,931.85

Southern Grove CDD 5

Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	361,353.60	416,641.75	-55,288.15	86.7%
01-3810 · Debt Assessment	0.00	704,605.00	-704,605.00	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-648,236.60	648,236.60	0.0%
01-3830 · Assessment Fees	0.00	-44,849.87	44,849.87	0.0%
01-3831 · Assessment Discounts	0.00	-44,849.87	44,849.87	0.0%
01-6000 · Developer Contribution	0.00	1,113,700.00	-1,113,700.00	0.0%
01-9405 · Stormwater Fees	567,857.93	350,453.98	217,403.95	162.0%
01-9410 · Interest Income (GF)	16.90			
Total Income	929,228.43	1,847,464.39	-918,235.96	50.3%
Expense				
01-1308 · Dissemination Agent	0.00	1,082.33	-1,082.33	0.0%
01-1310 · Engineering	60,018.78	63,135.65	-3,116.87	95.1%
01-1311 · Management Fees	11,330.25	11,227.32	102.93	100.9%
01-1315 · Legal Fees	21,848.44	17,317.21	4,531.23	126.2%
01-1317 · Travel and Per Diem	186.89	180.38	6.51	103.6%
01-1318 · Assessment/Tax Roll	2,184.49	2,164.65	19.84	100.9%
01-1320 · Audit Fees	7,572.92	6,000.00	1,572.92	126.2%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	473.30	3,255.90	-2,782.60	14.5%
01-1332 · Field Management	14,656.15	14,018.16	637.99	104.6%
01-1440 · Rents & Leases	6,074.58	5,952.79	121.79	102.0%
01-1450 · Insurance	9,771.00	9,000.00	771.00	108.6%
01-1480 · Legal Advertisements	610.13	1,370.95	-760.82	44.5%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	250.46	721.55	-471.09	34.7%
01-1513 · Postage and Delivery	239.88	180.39	59.49	133.0%
01-1514 · Office Supplies	83.88	360.78	-276.90	23.2%
01-1516 · Copies	438.06	901.94	-463.88	48.6%
01-1518 · Web Site	750.00	750.00	0.00	100.0%
01-1520 · Security	0.00	35,045.40	-35,045.40	0.0%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	11,373.44	3,506.35	7,867.09	324.4%
01-1600 · BEEP - Capital	0.00	720,000.00	-720,000.00	0.0%
01-1601 · BEEP - O&M	0.00	393,700.00	-393,700.00	0.0%
01-1743 · Continuing Disclosure Fee	546.12	0.00	546.12	100.0%
01-1772 · SAD/TIF Rebate Analysis	21,885.03	9,383.76	12,501.27	233.2%
01-1801 · Landscaping Maintenance	99,138.13	40,827.89	58,310.24	242.8%
01-1802 · Tree/Plant Replacement & Trim	0.00	31,540.86	-31,540.86	0.0%
01-1805 · Stormwater Management (GF)	45,782.60	43,806.75	1,975.85	104.5%
01-1806 · Lake Maintenance	35,198.12	39,426.07	-4,227.95	89.3%
01-1807 · Irrigation Parts & Repair	12,582.78	7,009.08	5,573.70	179.5%
01-1808 · Irrigation	0.00	1,752.27	-1,752.27	0.0%
01-1810 · Engineering / Inspections	151,003.67	153,323.61	-2,319.94	98.5%
01-1812 · Signage & Amenities Repair	361.83	8,761.35	-8,399.52	4.1%
01-1814 · Electricity	2,036.85	21,903.37	-19,866.52	9.3%
01-1815 · Mitigation Maintenance	106,118.54	71,843.07	34,275.47	147.7%
01-1816 · Building Maintenance	0.00	876.13	-876.13	0.0%
01-1817 · Common Area Maintenance	4,623.58	0.00	4,623.58	100.0%
01-1818 · Fountain Maintenance & Chemical	12,666.76	8,761.35	3,905.41	144.6%
01-1820 · Contingency	21,091.17	87,613.49	-66,522.32	24.1%
01-1822 · Pest Control	68.71	1,752.27	-1,683.56	3.9%
01-1826 · Streetlights	0.00	1,752.27	-1,752.27	0.0%
01-1827 · Aquatic Maintenance	0.00	0.00	0.00	0.0%
01-1829 · Sidewalk Cleaning/Repair	0.00	26,284.05	-26,284.05	0.0%
01-1830 · Misc Maintenance	73,830.52	0.00	73,830.52	100.0%
Total Expense	734,972.06	1,847,464.39	-1,112,492.33	39.8%
Net Income	194,256.37	0.00	194,256.37	100.0%

Southern Grove CDD 5

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1106	3,297.64
Total Checking/Savings	3,297.64
Other Current Assets	
01-8154 · Deposits	4,256.00
01-8200 · Due From CDD1	776,907.69
01-8201 · Due from Other Funds	3,553.00
Total Other Current Assets	784,716.69
Total Current Assets	788,014.33
TOTAL ASSETS	788,014.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
01-2025 · Due to CDD1	-56,560.00
Total Other Current Liabilities	-56,560.00
Total Current Liabilities	-56,560.00
Total Liabilities	-56,560.00
Equity	
30000 · Opening Balance Equity	6,979.39
99-9999 · Retained Earnings	643,338.57
Net Income	194,256.37
Total Equity	844,574.33
TOTAL LIABILITIES & EQUITY	788,014.33

Southern Grove CDD 6

Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Assessments	65,669.11	103,342.43	-37,673.32	63.5%
01-3810 · Debt Assessment	0.00	64,432.95	-64,432.95	0.0%
01-3820 · Debt Assess-Paid To Trustee	0.00	-59,278.31	59,278.31	0.0%
01-3830 · Assessment Fees	0.00	-6,711.02	6,711.02	0.0%
01-3831 · Assessment Discounts	0.00	-6,711.02	6,711.02	0.0%
01-9405 · Stormwater Fees	18,149.28	16,334.90	1,814.38	111.1%
01-9410 · Interest Income (GF)	0.16			
Total Income	83,818.55	111,409.93	-27,591.38	75.2%
Expense				
01-1308 · Dissemination Agent	0.00	632.78	-632.78	0.0%
01-1310 · Engineering	65,987.06	36,911.91	29,075.15	178.8%
01-1311 · Management Fees	8,689.54	6,563.99	2,125.55	132.4%
01-1315 · Legal Fees	15,585.60	10,124.41	5,461.19	153.9%
01-1317 · Travel and Per Diem	139.19	105.46	33.73	132.0%
01-1318 · Assessment/Tax Roll	913.83	1,265.55	-351.72	72.2%
01-1320 · Audit Fees	6,335.92	6,000.00	335.92	105.6%
01-1325 · Supervisor Fees	0.00	800.00	-800.00	0.0%
01-1330 · Arbitrage Rebate Fee	395.98	1,903.54	-1,507.56	20.8%
01-1440 · Rents & Leases	4,654.12	3,480.27	1,173.85	133.7%
01-1450 · Insurance	11,412.00	5,300.00	6,112.00	215.3%
01-1480 · Legal Advertisements	459.93	801.52	-341.59	57.4%
01-1511 · Bank Fees	0.00	0.00	0.00	0.0%
01-1512 · Miscellaneous	138.10	421.85	-283.75	32.7%
01-1513 · Postage and Delivery	168.27	105.46	62.81	159.6%
01-1514 · Office Supplies	56.82	210.93	-154.11	26.9%
01-1516 · Copies	366.50	527.31	-160.81	69.5%
01-1518 · Web Site	1,375.00	750.00	625.00	183.3%
01-1520 · Security	0.00	1,633.49	-1,633.49	0.0%
01-1540 · Dues, License & Subscriptions	350.00	175.00	175.00	200.0%
01-1550 · Trustee Fees (GF)	727.00	2,049.97	-1,322.97	35.5%
01-1600 · BEEP	0.00	0.00	0.00	0.0%
01-1743 · Continuing Disclosure Fee	228.45	0.00	228.45	100.0%
01-1772 · SAD/TIF Rebate Analysis	18,310.20	5,486.16	12,824.04	333.8%
01-1801 · Landscaping Maintenance	5,112.34	1,903.02	3,209.32	268.6%
01-1802 · Tree/Plant Replacement & Trim	0.00	1,470.14	-1,470.14	0.0%
01-1805 · Stormwater Management (GF)	2,906.74	2,041.86	864.88	142.4%
01-1806 · Lake Maint	2,121.10	1,837.68	283.42	115.4%
01-1807 · Irrigation Parts & Repair	804.30	326.70	477.60	246.2%
01-1808 · Irrigation	0.00	81.67	-81.67	0.0%
01-1809 · Field Management	858.77	653.40	205.37	131.4%
01-1810 · Engineering / Inspections	4,826.22	7,146.52	-2,320.30	67.5%
01-1812 · Signage & Amenities Repair	23.12	408.37	-385.25	5.7%
01-1814 · Electricity	119.16	1,020.93	-901.77	11.7%
01-1815 · Miscellaneous Maintenance	4,719.38	0.00	4,719.38	100.0%
01-1816 · Building Maintenance	0.00	40.84	-40.84	0.0%
01-1817 · Common Area Maintenance	295.54	0.00	295.54	100.0%
01-1818 · Fountain Maintenance & Chemical	793.57	408.37	385.20	194.3%
01-1820 · Contingency	674.09	4,083.72	-3,409.63	16.5%
01-1822 · Pest Control	4.38	81.67	-77.29	5.4%
01-1825 · Mitigation Maintenance	5,682.50	3,348.65	2,333.85	169.7%
01-1826 · Sidewalk Cleaning/Repair	0.00	1,225.12	-1,225.12	0.0%
01-1827 · Streetlight	0.00	81.67	-81.67	0.0%
Total Expense	165,234.72	111,409.93	53,824.79	148.3%
Net Income	-81,416.17	0.00	-81,416.17	100.0%

Southern Grove CDD 6

Balance Sheet

As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
01-1000 · Valley National 1114	50.76
Total Checking/Savings	50.76
Other Current Assets	
01-8200 · Due From CDD1	-41,061.41
Total Other Current Assets	-41,061.41
Total Current Assets	-41,010.65
TOTAL ASSETS	-41,010.65
LIABILITIES & EQUITY	
Equity	
99-9999 · Retained Earnings	40,405.52
Net Income	-81,416.17
Total Equity	-41,010.65
TOTAL LIABILITIES & EQUITY	-41,010.65