

LAKES OF SARASOTA

**COMMUNITY DEVELOPMENT
DISTRICT**

BOARD OF SUPERVISORS

July 10, 2024

**REGULAR MEETING
AGENDA**

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Lakes of Sarasota Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 3, 2024

Board of Supervisors
Lakes of Sarasota Community Development District

Dear Board Members:

The Board of Supervisors of the Lakes of Sarasota Community Development District will hold a Regular Meeting on July 10, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (*limited to 3 minutes per individual*)
3. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates
4. Consideration of Resolution 2024-04, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
5. Presentation of Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements June 2024
6. Presentation of Supplemental Special Assessment Methodology Report.
7. Consideration of Resolution 2024-05, Authorizing the Issuance of Not to Exceed \$20,000,000 Aggregate Principal Amount of Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds in One or More Series (the "Series 2024 Bonds"); Approving the Form of and Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application of Series 2024

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for the Registration of the Series 2024 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details with Respect to the Series 2024 Bonds; and Providing an Effective Date

- 8. Discussion/Consideration: Merger with Three Rivers Stewardship District
 - A. Written Consent for Merger
 - B. Resolution 2024-06, Approving a Merger Agreement with the Three Rivers Stewardship District; Authorizing Such Actions as are Necessary in Furtherance of the Merger Process; Setting a Public Hearing; Limiting the Effective Date of Anticipated Merger; and Providing Severability and an Effective Date
 - Proposed Merger Agreement
- 9. Acceptance of Unaudited Financial Statements as of May 31, 2024
- 10. Approval of June 12, 2024 Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Vogler Ashton, PLLC*
 - B. District Engineer: *AM Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: August 14, 2024 at 11:00 AM [Adoption of FY2025 Budget]

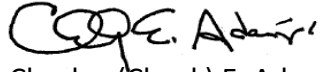
○ QUORUM CHECK

SEAT 1	JOHN LEINAWEAVER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	SANDY FOSTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DALE WEIDEMILLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	PETE WILLIAMS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOHN BLAKLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Board Members' Comments/Requests
- 13. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley (Chuck) E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

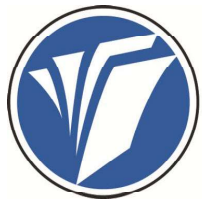
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**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Lakes of Sarasota Community Development District
Sarasota County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Lakes of Sarasota Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2023, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position thereof for the fiscal year ended September 30, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 19, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Lakes of Sarasota Community Development District, Sarasota County, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2023. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$28,444,376.
- The change in the District's total net position in comparison with the prior fiscal year was \$17,670,367 an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2023, the District's governmental funds reported combined ending fund balances of \$919,421, a decrease of (\$2,076,988) in comparison with the prior fiscal year. The total fund balance is restricted for debt service, nonspendable for prepaids and deposits, with the remainder unassigned deficit fund balance in the capital projects fund and unassigned fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management), and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, the governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, special revenue fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2023	2022
Assets, excluding capital assets	\$ 10,695,070	\$ 7,369,466
Capital assets, not being depreciated	39,862,691	27,952,671
Total assets	<u>50,557,761</u>	<u>35,322,137</u>
Liabilities	3,037,210	4,173,424
Long-term liabilities	19,076,175	20,374,704
Total liabilities	<u>22,113,385</u>	<u>24,548,128</u>
Net Position		
Net investment in capital assets	26,839,212	9,606,124
Restricted	1,575,800	1,161,822
Unrestricted	29,364	6,063
Total net position	<u>\$ 28,444,376</u>	<u>\$ 10,774,009</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase was due to capital contributions from the Developer.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2023	2022
Revenues:		
Program revenues		
Charges for services	\$ 2,861,469	\$ 2,554,766
Operating grants and contributions	21,077	105,142
Capital grants and contributions	16,653,059	8,652,664
Total revenues	19,535,605	11,312,572
Expenses:		
General government	133,513	119,386
Maintenance and operations	981,013	216,604
Interest	750,712	868,663
Total expenses	1,865,238	1,204,653
Change in net position	17,670,367	10,107,919
Net position - beginning	10,774,009	666,090
Net position - ending	\$ 28,444,376	\$ 10,774,009

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$1,865,238. The costs of the District's activities were funded primarily by program revenues. Program revenues, comprised primarily of Developer contributions and assessments, increased during the fiscal year as a result of an increase in Developer contributions for capital improvements. In total, expenses increased from the prior fiscal year, the majority of the increase was the result costs incurred related to certain engineering costs related to road construction which is being funded by the Sarasota County.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$39,862,691 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$0 has been taken, which resulted in a net book value of \$39,862,691. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$19,160,000 Bonds for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District anticipates an increase in its general operations for the subsequent year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide property owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Lakes of Sarasota Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431.

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 256,029
Due from County	6,995,148
Due from Developer	1,301,883
Prepays and deposits	6,286
Restricted assets:	
Investments	2,135,724
Capital assets:	
Nondepreciable	39,862,691
Total assets	50,557,761
 LIABILITIES	
Accounts payable	1,924,780
Contracts and retainage payable	814,624
Accrued interest payable	297,806
Non-current liabilities:	
Due within one year	175,000
Due in more than one year	18,901,175
Total liabilities	22,113,385
 NET POSITION	
Net investment in capital assets	26,839,212
Restricted for debt service	1,575,800
Unrestricted	29,364
Total net position	\$ 28,444,376

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 133,513	\$ 418,558	\$ -	\$ -	\$ 285,045
Maintenance and operations	981,013	-	-	16,653,059	15,672,046
Interest on long-term debt	750,712	2,442,911	21,077	-	1,713,276
Total governmental activities	<u>1,865,238</u>	<u>2,861,469</u>	<u>21,077</u>	<u>16,653,059</u>	<u>17,670,367</u>
			Change in net position		17,670,367
			Net position - beginning		<u>10,774,009</u>
			Net position - ending		<u><u>\$ 28,444,376</u></u>

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds				Total Governmental Funds
	General	Special Revenue	Debt Service	Capital Projects	
ASSETS					
Cash	\$ 44,029	\$ -	\$ 212,000	\$ -	\$ 256,029
Investments	-	-	1,650,240	485,484	2,135,724
Due from Developer	11,496	-	11,366	1,279,021	1,301,883
Due from County	-	718,500	-	6,276,648	6,995,148
Prepays and deposits	6,286	-	-	-	6,286
Total assets	<u>\$ 61,811</u>	<u>\$ 718,500</u>	<u>\$ 1,873,606</u>	<u>\$ 8,041,153</u>	<u>\$ 10,695,070</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 32,447	\$ 718,500	\$ -	\$ 1,173,833	\$ 1,924,780
Contracts and retainage payable	-	-	-	814,624	814,624
Total liabilities	<u>32,447</u>	<u>718,500</u>	<u>-</u>	<u>1,988,457</u>	<u>2,739,404</u>
Deferred inflows of resources:					
Unavailable revenue	-	-	11,366	7,024,879	7,036,245
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>11,366</u>	<u>7,024,879</u>	<u>7,036,245</u>
Fund balances:					
Nonspendable:					
Prepays and deposits	6,286	-	-	-	6,286
Restricted for:					
Debt service	-	-	1,862,240	-	1,862,240
Unassigned	23,078	-	-	(972,183)	(949,105)
Total fund balances	<u>29,364</u>	<u>-</u>	<u>1,862,240</u>	<u>(972,183)</u>	<u>919,421</u>
Total liabilities and fund balances	<u>\$ 61,811</u>	<u>\$ 718,500</u>	<u>\$ 1,873,606</u>	<u>\$ 8,041,153</u>	<u>\$ 10,695,070</u>

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023**

Total fund balances - governmental funds	\$	919,421
<p>Amounts reported for governmental activities in the statement of net position are different because:</p>		
<p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.</p>		
Cost of capital assets	39,862,691	
Accumulated depreciation	-	39,862,691
<p>Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.</p>		
		7,036,245
<p>Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.</p>		
Accrued interest payable	(297,806)	
Original issue discount	83,825	
Bonds payable	(19,160,000)	(19,373,981)
Net position of governmental activities		\$ 28,444,376

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Major Funds				Total Governmental Funds
	General	Special Revenue	Debt Service	Capital Projects	
REVENUES					
Assessments	\$ 418,558	\$ -	\$ 2,442,911	\$ -	\$ 2,861,469
Developer contributions	-	-	-	9,453,550	9,453,550
Other governmental contributions	-	718,500	-	-	718,500
Interest income	-	-	9,711	14,326	24,037
Total revenues	<u>418,558</u>	<u>718,500</u>	<u>2,452,622</u>	<u>9,467,876</u>	<u>13,057,556</u>
EXPENDITURES					
Current:					
General government	132,744	-	769	-	133,513
Maintenance and operations	262,513	718,500	-	-	981,013
Debt service:					
Principal	-	-	1,300,000	-	1,300,000
Interest	-	-	809,998	-	809,998
Capital outlay	-	-	-	11,910,020	11,910,020
Total expenditures	<u>395,257</u>	<u>718,500</u>	<u>2,110,767</u>	<u>11,910,020</u>	<u>15,134,544</u>
Excess (deficiency) of revenues over (under) expenditures	23,301	-	341,855	(2,442,144)	(2,076,988)
Fund balances - beginning	<u>6,063</u>	<u>-</u>	<u>1,520,385</u>	<u>1,469,961</u>	<u>2,996,409</u>
Fund balances - ending	<u>\$ 29,364</u>	<u>\$ -</u>	<u>\$ 1,862,240</u>	<u>\$ (972,183)</u>	<u>\$ 919,421</u>

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Net change in fund balances - total governmental funds	\$ (2,076,988)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is eliminated and is capitalized in the statement of net position as capital assets.	11,910,020
Revenues in the statement of activities that do not provide current financial resources are deferred and not reported as revenues in the fund financial statements.	7,036,245
Revenues that were unavailable in the prior fiscal year in the governmental funds were collected in the current fiscal year.	(558,196)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	1,300,000
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(1,471)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>60,757</u>
Change in net position of governmental activities	<u><u>\$ 17,670,367</u></u>

See notes to the financial statements

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Lakes of Sarasota Community Development District ("District") was created on December 11, 2019 by Ordinance 2019-051 of the Sarasota County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board exercises all general powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2023, all of the Board members are affiliated with Neal Communities of Southwest Florida, LLC ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. The fiscal year for which annual assessments are levied begins on October 1 and, if collected using the Uniform Method of Collection, with discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution providing for the collection dates and directly collects the assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

Special Revenue Fund

This fund accounts for the activity related to the road engineering project funded by Sarasota County.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are completed and placed in service.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2023:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
US Bank Mmkt 5 - Ct	\$ 2,135,724	S&P AAAm	N/A
Total Investments	<u>\$ 2,135,724</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 27,952,671	\$ 11,910,020	\$ -	\$ 39,862,691
Total capital assets, not being depreciated	27,952,671	11,910,020	-	39,862,691
Governmental activities capital assets	\$ 27,952,671	\$ 11,910,020	\$ -	\$ 39,862,691

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$64,350,000. The infrastructure will include roadways, earthwork, stormwater management facilities, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities and other improvements. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer or with the issuance of additional bonds. Upon completion, the District will convey certain improvement to others for ownership and maintenance responsibilities.

NOTE 6 – LONG-TERM LIABILITIES

Series 2021

On March 26, 2021, the District issued \$21,780,000 of Capital Improvement Revenue Bonds, Series 2021 consisting of \$4,535,000 Term Bonds Series 2021A-1 due on May 1, 2051 with fixed interest rates ranging from 2.75% to 4.1%, \$6,235,000 Term Bonds Series 2021A-2 due on May 1, 2031 with a fixed interest rate of 3.875%, \$4,445,000 Term Bonds Series 2021B-1 due on May 1, 2051 with fixed interest rates ranging from 3.00% to 4.30%, and \$6,565,000 Term Bonds Series 2021B-2 due on May 1, 2031 with a fixed interest rate of 4.125%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2021 through November 1, 2051.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. The District collected assessments and prepaid the Bonds by \$1,125,000. See Note 10 - Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2023.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
2021A-1	\$ 4,450,000	\$ -	\$ 90,000	\$ 4,360,000	\$ 90,000
2021A-2	5,080,000	-	1,100,000	3,980,000	-
2021B-1	4,365,000	-	85,000	4,280,000	85,000
2021B-2	6,565,000	-	25,000	6,540,000	-
Less original issue discount	(85,296)	-	(1,471)	(83,825)	-
Total	\$ 20,374,704	\$ -	\$ 1,298,529	\$ 19,076,175	\$ 175,000

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 175,000	\$ 714,735	\$ 889,735
2025	185,000	695,826	880,826
2026	185,000	758,229	943,229
2027	195,000	823,926	1,018,926
2028	205,000	741,521	946,521
2029-2033	11,565,000	2,979,877	14,544,877
2034-2038	1,370,000	1,252,194	2,622,194
2039-2043	1,670,000	953,922	2,623,922
2044-2048	2,060,000	575,823	2,635,823
2049-2051	1,550,000	3,443,389	4,993,389
Total	\$ 19,160,000	\$ 12,939,442	\$ 32,099,442

NOTE 7 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer has agreed to fund the capital projects fund. During the current fiscal year, the Developer provided \$9,453,550 to the capital projects fund. The developer also contributed \$884,061 for the debt service payments. The Developer owes the District \$1,301,883 as of September 30, 2023 a portion of which is considered unavailable revenue on the fund financial statements. Assessments in the general and debt service fund includes amounts collected from the Developer on Developer owned lots.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There have been no claims since inception of the District.

NOTE 10 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$560,000 of the Series 2021A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

NOTE 11 – INTERLOCAL AGREEMENTS

Lorraine Road Extension

In connection with the District's infrastructure and development, the District entered into an Interlocal agreement on February 23, 2023 with Sarasota County to provide for, among other things, the construction of the future extension of Lorraine Road ultimately providing an important roadway benefitting the District and the County. The agreement provides for a fixed sum of \$2,395,000 to be provided to the District. The County owes the District \$718,500 in connection with the agreement.

Utility Agreement

In connection with the District's infrastructure and development, the District entered into an Interlocal agreement with Sarasota County to provide for, among other things, the construction of the extension of water and sewer system for Grand Park Subdivision. The agreement provides for a not exceed amount of \$7,863,709 to be provided to the District. The County owes the District \$6,276,648 in connection with the agreement.

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 182,047	\$ 418,558	\$ 236,511
Developer contributions	244,937	-	(244,937)
Total revenues	426,984	418,558	(8,426)
EXPENDITURES			
Current:			
General government	139,483	132,744	6,739
Maintenance and operations	287,500	262,513	24,987
Total expenditures	426,983	395,257	31,726
Excess (deficiency) of revenues over (under) expenditures	\$ 1	23,301	\$ 23,300
Fund balance - beginning		6,063	
Fund balance - ending		\$ 29,364	

See notes to required supplementary information

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2023.

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
SARASOTA COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Element	Comments
Number of district employees compensated at 9/30/2023	0
Number of independent contractors compensated in September 2023	1
Employee compensation for FYE 9/30/2023 (paid/accrued)	\$0
Independent contractor compensation for FYE 9/30/2023	\$129,456
Construction projects to begin on or after October 1; (>\$65K)	
Stantec: Lorraine Road Missing Link	None
AW Hughey Construction: Ibis Street Hawkins Road	None
Budget variance report	See page 21 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2023	Not applicable
Ad valorem taxes collected FYE 9/30/2023	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2023	Operations and maintenance - \$473.95-1,016.69
	Debt service - \$721.318-1,764.73
Special assessments collected FYE 9/30/2023	\$2,861,469
Outstanding Bonds:	
Series 2021, due May 1, 2051	see Note 7 for details



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Lakes of Sarasota Community Development District
Sarasota County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Lakes of Sarasota Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 19, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bhav & Associates

June 19, 2024



Grau & Associates
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Lakes of Sarasota Community Development District
Sarasota County, Florida

We have examined Lakes of Sarasota Community Development District, Sarasota County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2023. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Lakes of Sarasota Community Development District, Sarasota County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 19, 2024



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Lakes of Sarasota Community Development District
Sarasota County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Lakes of Sarasota Community Development District, Sarasota County, Florida ("District") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 19, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Lakes of Sarasota Community Development District, Sarasota County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Lakes of Sarasota Community Development District, Sarasota County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 19, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2022.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2023.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2023.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2023. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District’s Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Basic Financial Statements for Fiscal Year 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Basic Financial Statements for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Basic Financial Statements for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 10th day of July, 2024.

ATTEST:

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

5

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
Supplemental
Report of District Engineer
For Series 2024 Project Infrastructure
Improvements
June 2024**

Prepared for:
**Lakes of Sarasota
Community Development District
Sarasota County, Florida**

Prepared by:
**D. Shawn Leins, P.E.
AM Engineering, LLC
Sarasota, Florida**

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INTRODUCTION

The Lakes of Sarasota Community Development District (the "District") is approximately 533.302 acres, more or less, located in Sarasota County, Florida, in Section 30, Township 37 South, and Range 19 East. Primary access will be provided from Ibis Street. Exhibit A is a Vicinity Map that represents the site location. Exhibit B is an adjacent roadway map that represents the surrounding road network.

Current plans are to complete capital improvements to serve approximately 360 single-family residential units within Phases 3 of the District. These 360 residential units are within the allowable limits approved by Sarasota County ("County") for the Village Planned District. The plan of development is subject to change with land planning within the allowable limits approved by the County. The rezone to the Village Planned District (VPD) designation allows up to 1,097 residential units. However, the current approved neighborhood plan proposes and has been approved for 928 units.

The District has been established in accordance with applicable Florida Statutes as a Community Development District which is a local unit of special-purpose government. Exhibit C provides a Boundary Description. The lands within the District are presently intended for development to be known as Grand Park (the "Development"). The majority of all construction and development activities associated with the Development are wholly contained within or in close proximity to the limits established for the District.

The District Engineer's report dated January 2020 included the estimated cost of the capital improvement program (CIP) that serves the entire District. The CIP is estimated to cost approximately \$42.5 million and includes drainage, water, wastewater, earthwork, clearing, reclaimed water supply, irrigation, offsite roadway improvements, offsite utilities, professional fees and a contingency.

The CIP is planned to be constructed in multiple phases over several years. The Development is intended to be developed in three (3) phases. Horizontal infrastructure improvements in Phase 1 consisting of 299 residential units is complete. The Phase 1 plat is final and has been recorded. Horizontal infrastructure improvements in Phase 2, consisting of 269 residential units, is complete. A plat for Phase 2 of the Development was recorded in July 2022 and a Replat of Phase 2 was recorded in January 2024. Phase 3 has been separated into 4 sub-phases. Horizontal infrastructure improvements in Phase 3A & 3B, consisting of 207 residential units of the development is ongoing. A plat for Phase 3A & 3B is anticipated to be recorded in July 2024. Horizontal infrastructure improvements in Phase 3C & 3D, consisting of 153 residential units are ongoing. A plat for Phase 3C & 3D is anticipated to be recorded in January 2025.

As previously noted, The CIP is planned to be constructed in multiple phases over time. The initial phase of the CIP was estimated to cost approximately \$29.7 million (the "Phase 1 Project"). The District previously issued its Series 2021 Bonds to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$19.8 million. The cost of the remaining Phase 1 Project that were not previously funded with the Series 2021 Bonds is approximately \$9.9 million. The Phase 1 Project is part of a system of improvements benefiting all lands within the District.

The purpose of this supplementary report is to assist with the financing and construction of the infrastructure components of the second phase of the CIP which is estimated to cost \$31.90 million and includes:

- 1) Certain master infrastructure costs and neighborhood infrastructure costs allocable to Phase 3 of the Development planned for 360 residential units and estimated to cost \$22.05 million (the “Phase 2 Project”)
- 2) The remaining cost of the Phase 1 Project in the estimated amount of \$9.9 million that were not previously funded with the Series 2022 Bonds (together with the Phase 2 Project, the "Series 2024 Project")

Refer to Exhibit E for a cost summary of the Series 2024 Project.

The lands within Phase 3 of the Development consist of 191.61 acres and is planned for 222 single-family residential units and 138 townhomes .

The primary purpose of this report is to provide infrastructure costs that qualify to be funded by the District for the second phase of development. The private infrastructure portion of the development costs will be funded by the Developer (“Private Costs”). Refer to Exhibit F for a cost summary of the private cost for Phase 3.

DEVELOPMENT DESCRIPTION

That portion of the Community contained within the District is planned as a residential community and consisting of approximately 928 residential units, 360 residential units of which are within Phase 3. As mentioned, Ibis Street will provide access to the District from the east. The District is primarily bound on the west by I-75, on the north by the Serenoa Lakes development, and on the east and south by undeveloped property.

LAND USE

As stated, the entire District consists of 533.302 acres, more or less. The proposed land uses within the District consist of the single-family residential sites, townhome sites, roads, conservation areas, jurisdictional wetlands, wetland buffers, stormwater management areas, parks, and recreational and other amenity facilities.

Phase 3 of the Development consisting of approximately 191.61 acres is planned for 360 residential units consisting of 222 single family units and 138 6-plex one story townhomes. Land uses in Phase 3 of the Development include the approximate areas:

Land Use	Phase 3 (Acres)
Residential (Lots, Roadways, Stormwater)	97.49
Open Space/Recreational	17.24
Wetlands and Other Preservation Areas	76.88
Total	191.61

GOVERNMENTAL ACTIONS

On July 11, 2018, Sarasota County's Board of County Commissioners adopted the Comprehensive Plan, Development of Critical Concern and the Rezone of Planned Development by Ordinance No. 2018-006, 2018-007 & 2018-008. The District lands are subject to the Village Neighborhood Plan and Conditions of Approval. Applications for development permits and approvals are being processed for the appropriate federal, state and county governmental agencies consistent with the Village Planned District and other local, state and federal regulations. A list of the significant approvals that are required is shown below and a status summary is shown in Exhibit D.

The following permits are required for the Community:

- **Sarasota County**
 - Rezone – Ordinance 2018-008 (7/11/18)
 - Neighborhood Plan Approval – (04/05/19)
 - Neighborhood Plan Modification Approval – (08/13/21)
 - Utility Plan Approval (Phase 3) – 10/30/23
 - Concurrent Site/Development/Construction Approval (Phase 3) –08/01/22
 - Final Plat Approval (3A/3B)– Anticipate Approval 07/2024
 - Final Plat Approval (3C/3D)– Anticipate Approval 01/2025
- **Florida Department of Environmental Protection**
 - Permit to Construct Water Distribution Systems Approval (Phase 3) – 11/14/23
 - Permit to Construct Wastewater Collection Systems Approval (Phase 3) – 11/30/23
- **Southwest Florida Water Management District**
 - Environmental Resource Permit (Phases 1-3) 43001552.005 (03/28/19)
 - Environmental Resource Permit Modification (Phase 3) Approval – 09/20/22
- **Army Corps of Engineers:**
 - Nationwide – SAJ-2018-00328 (7/11/19)
 - US Fish & Wildlife Service
 - Bald Eagle Disturbance Permit

A summary of the permits obtained for Phase 3 of the Development is detailed below:

Phase	No. Units	Zoning	USACE	FDEP	Sarasota County Construction Permits	SWFWMD Modification	Start of Construction	Anticipated Completion of Construction
3	360	7/11/18	7/11/19	01/14/23	08/01/22	09/20/22	Aug 2022	Dec 2024

Construction of the main amenity center was completed and opened in December 2022. Further, construction of the Phases 1 & 2 development trail system and parks are complete.

Additionally, development activities on the oversizing of the offsite utility system were completed in the first quarter of 2024.

PHASE 2 PROJECT DISTRICT INFRASTRUCTURE:

The District will acquire and/or construct the public infrastructure improvements within the Phase 2 Project that will serve Development. The estimated Phase 2 Project is \$22.05 million (Exhibit E) and consists of certain master infrastructure costs and neighborhood infrastructure costs benefiting the 360 residential lots in Phase 3 of the Development. The proposed improvements include:

1. Water includes water distribution mains, services, and fire hydrants.
2. Reclaimed supply was provided in the Phase 1 project infrastructure. The onsite irrigation system includes a pump station and irrigation mains and services to serve the Development.
3. Drainage includes earthwork for ponds, the curbs, roadway base and subbase, the storm water pipes, and inlets necessary to serve the Development.
4. Wastewater includes a lift station, force mains, sewer mains and services.
5. Offsite public roads include the construction of Ibis Street to provide access to the development.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below in the table.

Table 1: Ownership and Maintenance			
<u>Proposed Infrastructure</u>	<u>Funding</u>	<u>Ownership</u>	<u>Maintenance</u>
Potable Water	CDD	COUNTY	COUNTY
Sewer	CDD	COUNTY	COUNTY
Reclaim to Pond	CDD	COUNTY	COUNTY
Irrigation Pump	CDD	CDD	CDD
Well Pump	CDD	CDD	CDD
Street Lights (offsite public roads)	CDD	COUNTY	COUNTY
Ponds/Earthwork for Ponds	CDD	CDD	CDD
Drainage System including curb	CDD	CDD	CDD
Irrigation System	CDD	CDD	CDD
Offsite Public Roads (outside of gates)	CDD	COUNTY	COUNTY
Offsite public utilities & drainage	CDD	COUNTY	COUNTY
Street Lights (private roads)	DEV	HOA	HOA
Landscaping	DEV	HOA	HOA
Amenities	DEV	HOA	HOA
Gates (3)	DEV	HOA	HOA
Trail System	DEV	HOA	HOA
Private Roads within Gates	DEV	HOA	HOA

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, the Series 2024 Project is necessary for the functional development of the District as required by the County. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The permits and regulatory approvals identified in this Report are sufficient for the completion of the CIP as described in the development plans. The platting, design and permitting for the development are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this Report are based on preliminary plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, and developing construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The total construction cost estimate for the infrastructure that has been developed in this Report is only an estimate and not a guaranteed maximum price. The estimated cost is based on recent cost

information concerning construction and professional services for similar developments in this area of the County applied to the current plan of development. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The Engineer recommends that in addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on any proposed bonds, the District should also levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District owned improvements.

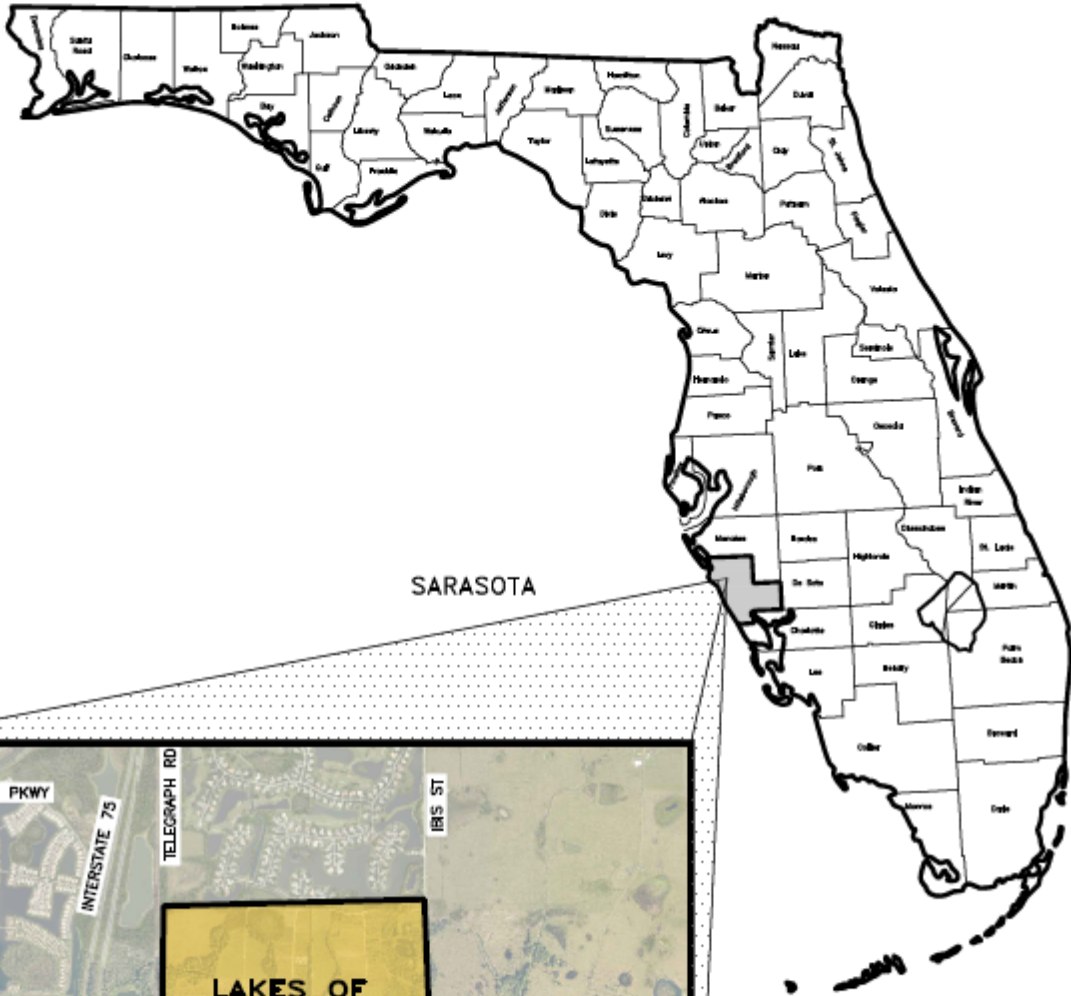
D. Shawn Leins, P.E

Lakes of Sarasota Community Development District Engineer FL Registration No.: 41078

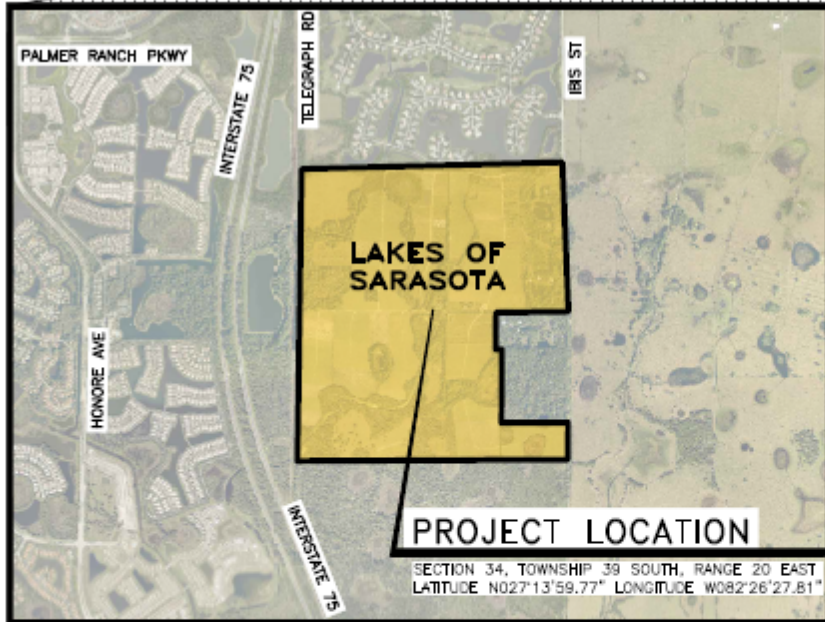
EXHIBIT A

VICINITY MAP

FLORIDA



SARASOTA

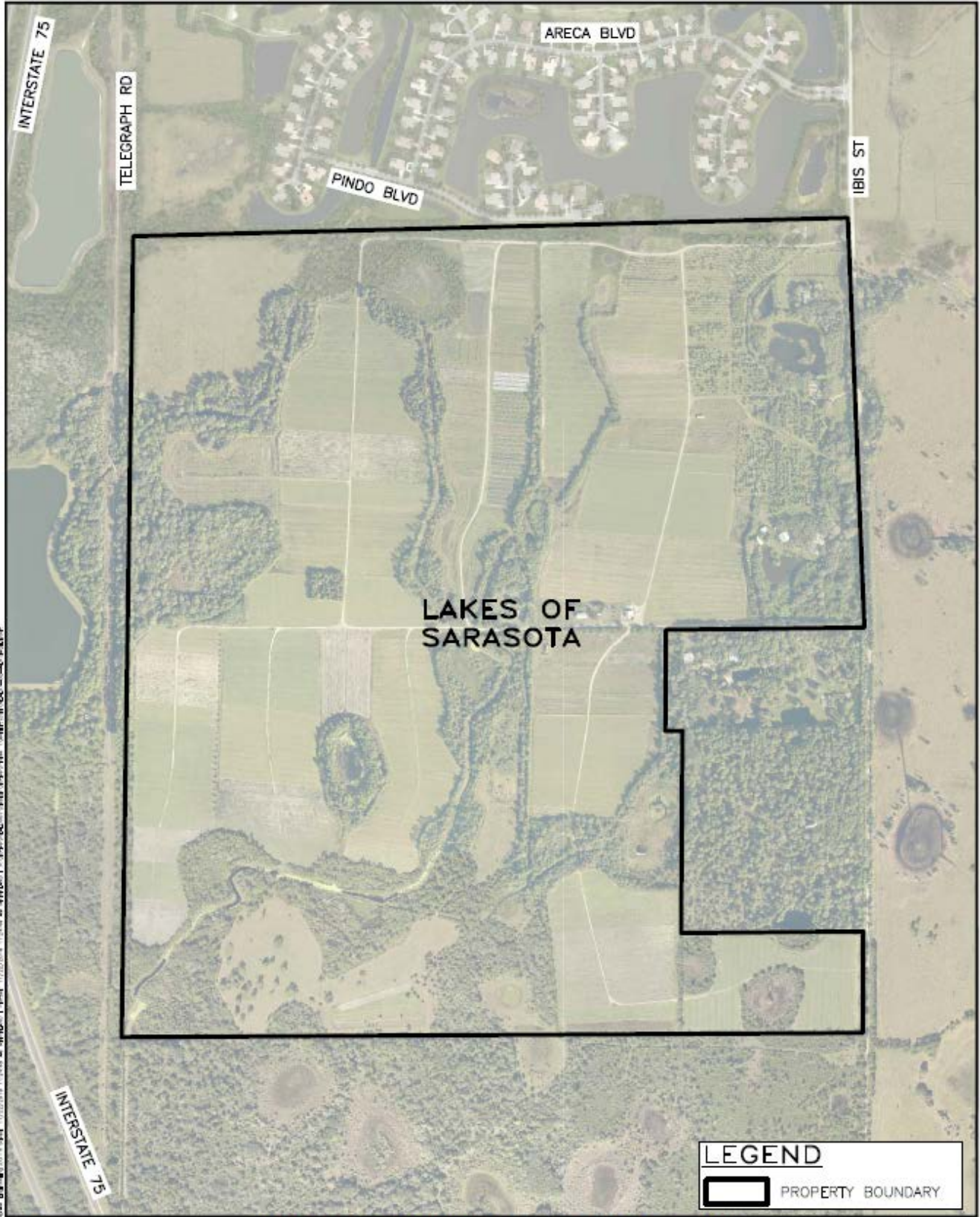


SECTION 34, TOWNSHIP 39 SOUTH, RANGE 20 EAST
LATITUDE N027°13'59.77" LONGITUDE W082°26'27.81"

04/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM 11/20/2018 11:23:39 AM

EXHIBIT B

ADJACENT ROAD NETWORK MAP



Date: 08/14/2018 11:02:00 AM
 Project: Lakes of Sarasota CDD
 Drawing: ADJACENT ROAD NETWORK MAP
 Scale: 1" = 400'

ENGINEERING LLC.
 Civil Engineering | Land Surveying
 8900 Coliseum Court Sarasota, FL 34243
 Phone: (941) 377-9178 | www.cimeng.com
 CA #02102 | FL #4034

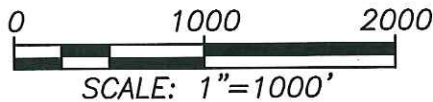
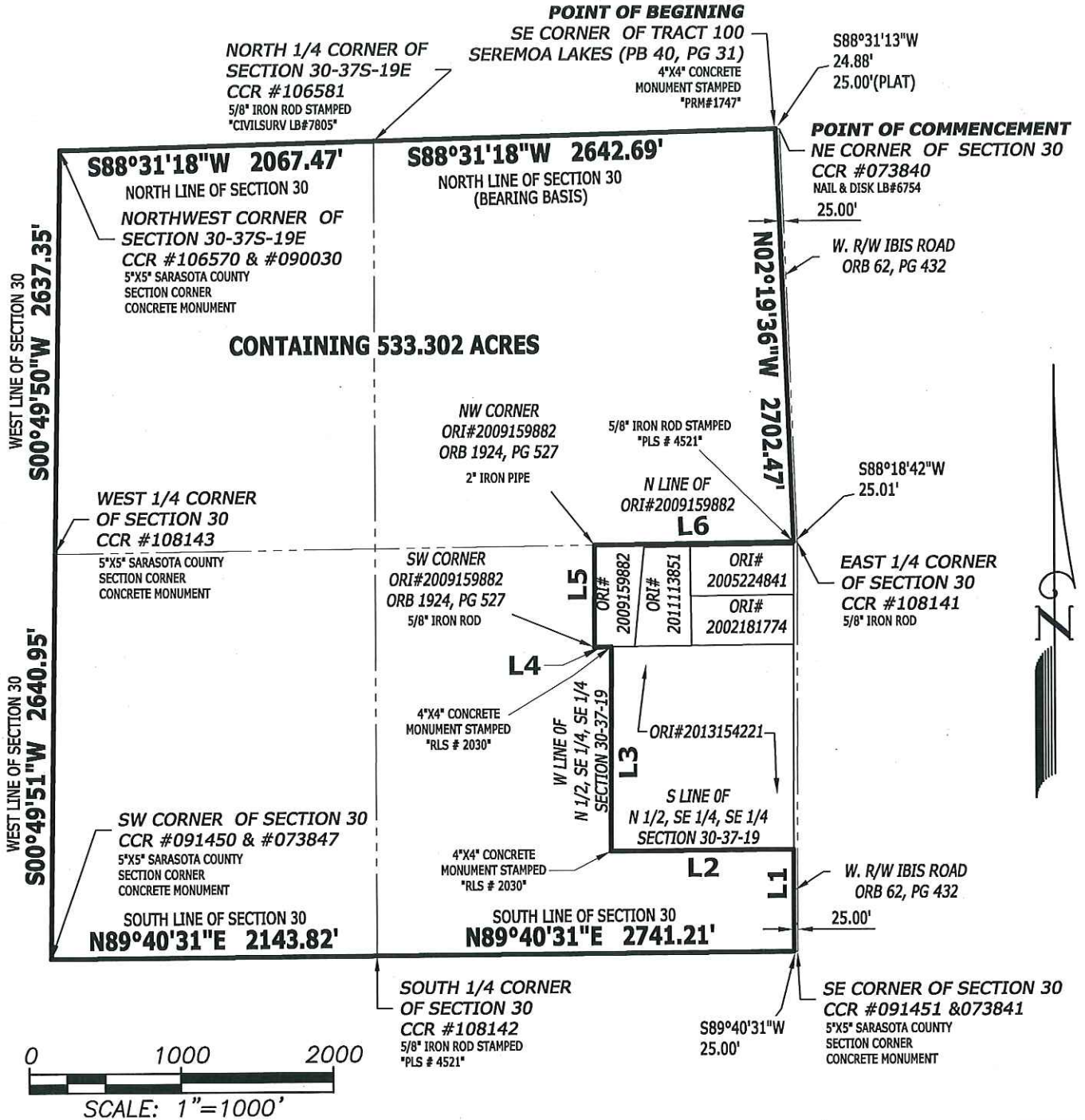
EXHIBIT B - ADJACENT ROAD NETWORK MAP
 Lakes of Sarasota CDD
 Sarasota, FL

EXHIBIT C

**LAKES OF SARASOTA
BOUNDARY SURVEY**

THIS IS NOT A SURVEY

**SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA**



LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

SCALE 1"=1000'	DATE 10/5/2017	JOB No. 8854-200-001		
DRAWN RBC	CHECKED JEB	SECTION 30	TOWNSHIP 37 S	RANGE 19 E

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

James D. Greer
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\8854\200\001\Production\Drawings\S&L-Lakes of Sarasota CDD.dwg, October 5, 2017 8:16 AM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

THAT PART OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED "LB 6754" FOUND OVER OLD COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#073840 FOUND AT THE NE CORNER OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 24.88 FEET (PLAT=25') TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PRM 1747" FOUND AT THE SE CORNER OF TRACT 100, SERENOA LAKES, A SUBDIVISION RECORDED IN PLAT BOOK 40, PAGE 31, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR A POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 2642.69' TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "CIVILSURV LB 7805" AS REFERENCE BY CCR#106581 FOUND AT THE NORTH 1/4 CORNER OF SAID SECTION 30; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 30, S.88°31'18"W., 2067.47' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#106570 FOUND AT THE NW CORNER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, S.00°49'50"W., 2637.35' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#108143 FOUND AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 30, S.00°49'51"W., 2640.95' TO A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#091450 FOUND AT THE SW CORNER OF SAID SECTION 30; THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°40'31"E., 2143.82' TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PLS 4521" SET AT THE SOUTH 1/4 CORNER OF SAID SECTION 30 (BY PROPORTIONATE MEASUREMENT TO 1847 GLO SURVEY) AS REFERENCED BY CCR#108142; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°40'31"E., 2741.21' TO A POINT BEARING S.89°40'31"W., 25.00 FEET FROM A 5"X5" SARASOTA COUNTY SECTION CORNER MONUMENT AS REFERENCED BY CCR#091451, SAID

CONTINUED ON PAGE 3

LEGEND:

- CCR = CERTIFIED CORNER RECORD
- ORB = OFFICIAL RECORDS BOOK
- ORI = OFFICIAL RECORDS INSTRUMENT
- PB = PLAT BOOK
- PG = PAGE OR PAGES
- R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°12'43"E	667.79'
L2	S89°34'15"W	1,200.35'
L3	N00°20'54"E	1,332.28'
L4	S89°15'23"W	112.12'
L5	N00°22'13"E	666.03'
L6	N89°18'42"E	1,307.52'

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT



4921 Memorial Highway
 One Memorial Center, Suite 300
 Tampa, Florida 33634
 Phone 813 880-8881
 Fax 813 880-8882
 www.kingengineering.com
 LB2610

C:\SURVEY\8854\200\001\Production\Drawings\S&L-Lakes of Sarasota CDD.dwg, October 5, 2017 8:16 AM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF IBIS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 62, PAGE 432, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING PARALLEL WITH AND 25' WEST OF THE EAST LINE OF SAID SECTION 30, N.00°12'43"E., 667.79' TO IT'S INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 30 AS FIELD MONUMENTED BY WALTER MCCRACKEN, RLS #2030 BY PASSALACQUA ENGINEERING ASSOCIATES SURVEY FOR MR. CY BISPHAM DATED APRIL 20, 1981, DRAWING NO. 540-249-1, SAID LINE ALSO BEING THE SOUTH LINE OF LANDS DESCRIBED IN ORI 2013154221; THENCE ALONG SAID LINE, S.89°34'15"W., 1200.35' TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "RLS 2030" FOUND AT THE SW CORNER OF LANDS DESCRIBED IN SAID ORI 2013154221; THENCE ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID NORTH 1/2 OF THE SE1/4 OF THE SE1/4, AND THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, N.00°20'54"E., 1332.28' TO A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "RLS 2030" FOUND AT THE NW CORNER OF LANDS DESCRIBED IN SAID ORI 2013154221; THENCE S.89°15'23"W., 112.12' TO A 5/8" IRON ROD FOUND AT THE SW CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1924, PAGE 527, AND ORI 2009159882; THENCE ALONG THE WEST LINE OF SAID LANDS, N.00°22'13"E., 666.03' TO A 2" IRON PIPE FOUND AT THE NW CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1924, PAGE 527, AND ORI 2009159882; THENCE ALONG THE NORTH LINE OF LANDS DESCRIBED IN ORI 2009159882, N.89°18'42"E., 1307.52' TO A POINT THAT BEARS S.89°18'42"W. 25.01 FEET FROM A 5/8" IRON ROD FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF IBIS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 62, PAGE 432, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING PARALLEL WITH AND 25' WEST OF THE EAST LINE OF SAID SECTION 30, N.02°19'36"W., 2702.47' TO THE POINT OF BEGINNING.

CONTAINING 533.302 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON NORTH LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 19 EAST, BEING SOUTH 88°31'18" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.
6. THE GEOMETRY AND DESCRIPTION ARE BASED ON A BOUNDARY SURVEY PREPARED BY BURKHOLDER LAND SURVEYING, INC., PROJECT #16-02-02, DATED 6/21/2016.

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT



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 One Memorial Center, Suite 300
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 Phone 813 880-8881
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 LB2610

C:\SURVEY\8854\200\001\Production\Drawings\S&L-Lakes of Sarasota CDD.dwg, October 5, 2017 8:16 AM, King Engineering Associate Inc.

EXHIBIT D
PERMIT STATUS

PERMIT STATUS (GROSS ENTITLEMENTS)

<i>PERMIT TYPE</i>	<i>PHASE 1</i>	<i>PHASE 2</i>	<i>PHASE 3</i>
OVERALL REZONE ORDINANCE	7/11/2018	7/11/2018	7/11/2018
OVERALL NEIGHBORHOOD PLAN	4/05/2019	4/05/2019	4/05/2019
OVERALL SWFWMD	3/28/2019	3/28/2019	3/28/2019
US FISH & WILDLIFE			
BAD EAGLE DISTURBANCE			

PERMIT STATUS (PHASED ENTITLEMENTS)

<i>PERMIT TYPE</i>	<i>PHASE 3</i>
NEIGHBORHOOD PLAN MODIFICATION	08/13/2023
COUNTY S&D/CONSTRUCTION	08/01/2022
COUNTY S&D/CONSTRUCTION MODIFICATION	10/10/2023
COUNTY UTILITIES	10/30/2023
STATE WATER PERMIT	11/14/2023
STATE SEWER PERMIT	11/30/2023
ACOE (OVERALL)	07/11/2019
SWFWMD (MODIFICATION)	09/20/2022

EXHIBIT E
ESTIMATED COSTS OF
SERIES 2024 PROJECT

SERIES 2024 PROJECT

CDD INFRASTRUCTURE COSTS

360 UNITS

	Remaining Phase 1 Project	Phase 2 Project	Series 2024 Project Total
Drainage		\$6,000,000	\$6,000,000
Water and Wastewater		\$4,600,000	\$4,600,000
Irrigation Distribution		\$950,000	\$950,000
Clearing Earthwork/BMPS		\$5,000,000	\$5,000,000
Offsite Roadway Improvement (Ibis St)		\$1,500,000	\$1,500,000
Professional Fees		\$2,000,000	\$2,000,000
Contingency		\$2,000,000	\$2,000,000
Remaining Phase 1 Project Improvements	\$9,909,380		\$9,909,380
Total	\$9,909,380	\$22,050,000	\$31,959,380

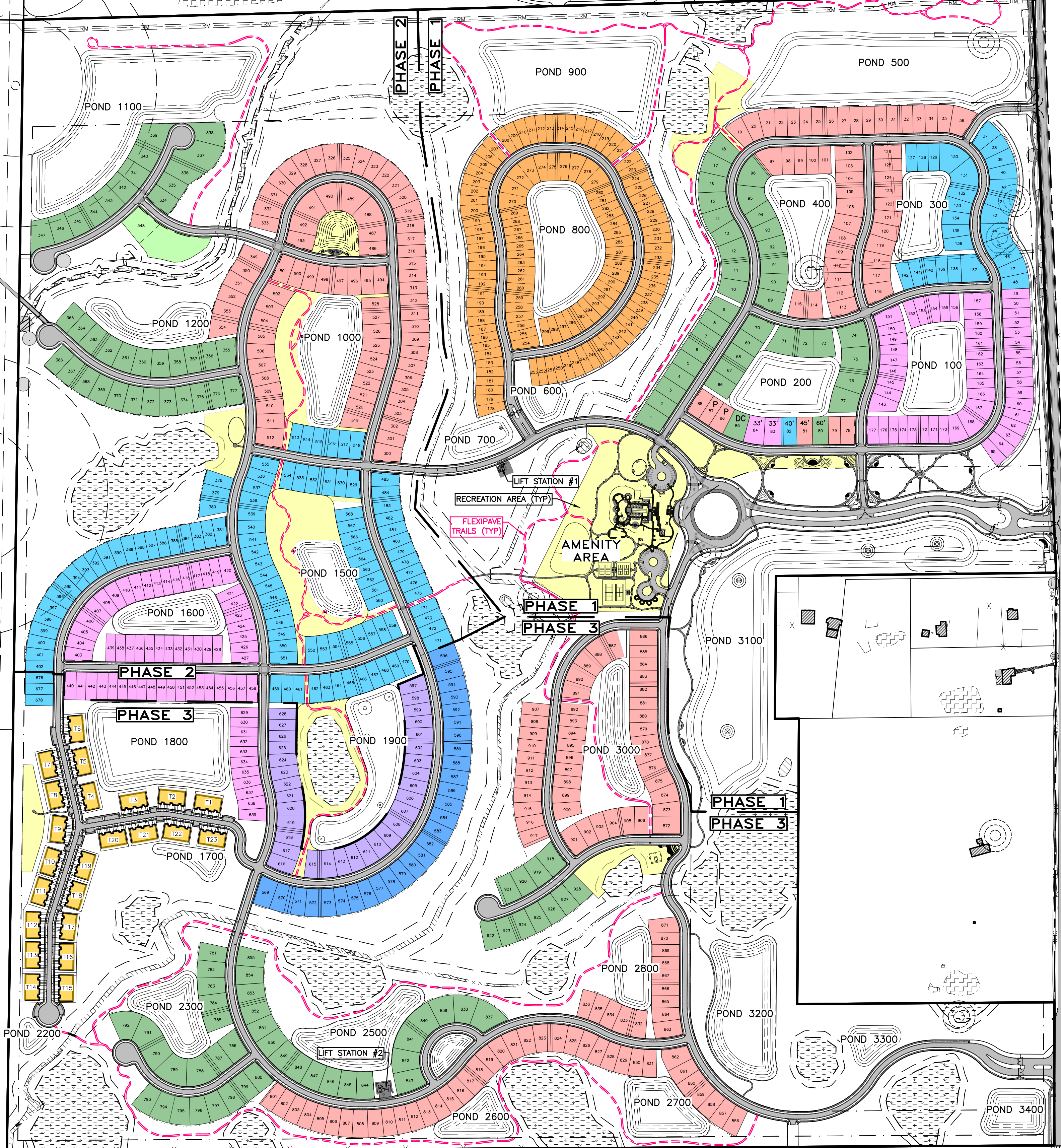
The initial phase of the CIP (the "Phase 1 Project") was estimated to cost \$29,686,487 and included master infrastructure supporting the entire District and neighborhood infrastructure supporting Phase 1 and Phase 2 of the District planned for 568 residential units. The District previously issued its Series 2021 Bonds to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$19,777,107. The cost of the remaining Phase 1 Project improvements that were not previously funded with the Series 2021 Bonds is approximately \$9,909,380. The Phase 1 Project is part of a system of improvements benefitting Phase 3, as well as Phases 1 and 2. Proceeds of the Series 2024 Bonds will be used to acquire a portion of the remaining Phase 1 Project and/or acquire and/or construct a portion of the Phase 2 Project (collectively, the "Series 2024 Project").

EXHIBIT F
ESTIMATED COSTS OF CONSTRUCTION –
PRIVATE FOR PHASE 3

PHASE 2 PROJECTS
PRIVATE INFRASTRUCTURE COSTS
360 UNITS

	Phase 3
	Private Costs
Street Lighting	\$600,000
Offsite & Entry Lighting	\$200,000
Internal Private Roadways	\$1,000,000
Landscape	\$2,000,000
Trail Facilities	\$2,000,000
Parks, Recreation & Community Facilities	\$400,000
Entry Features, Signs (Private HOA)	\$400,000
Total	\$6,600,000

EXHIBIT G
PRODUCT MIX EXHIBIT



TOWNHOUSE LOT NUMBERS:

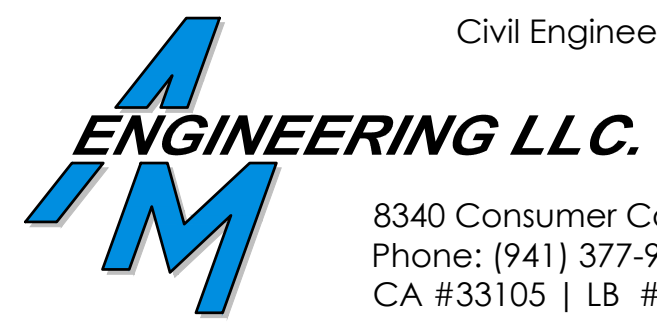
T#	LOT # RANGE
T1	1640-1645
T2	2646-2651
T3	3652-3657
T4	4658-4663
T5	5664-5669
T6	6670-6675
T7	7679-7684
T8	8685-8690
T9	9691-9696
T10	10697-10702
T11	11703-11708
T12	12709-12714
T13	13715-13720
T14	14721-14726
T15	15727-15732
T16	16733-16738
T17	17739-17744
T18	18745-18750
T19	19751-19756
T20	20757-20762
T21	21763-21768
T22	22769-22774
T23	23775-23780

VILLAGE HOUSING TYPE MIX					
PER CODE: 11.2.3.c.4.iv.a					
CHASSIS	LOT DIMENSIONS	PHASE 1	PHASE 2	PHASE 3	TOTAL
60	--		1		1
60	72'x130'	40	37	50	127
45	57'x130'	54	77	98	229
40	57'x130'			28	28
40	52'x130'	29	98	3	130
33	52'x130'			32	32
33	45'x130'	54	56	11	121
VILLA	37.5'x130'	122			122
TOWNHOME	--			138	138
TOTAL		299	269	360	928

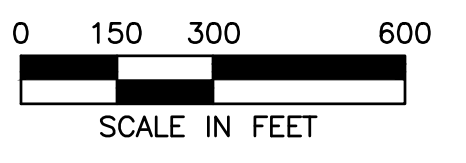
OWNERSHIP AND MAINTENANCE			
PROPOSED INFRASTRUCTURE	FUNDING	OWNERSHIP	MAINTENANCE
POTABLE WATER	CDD	COUNTY	COUNTY
SEWER	CDD	COUNTY	COUNTY
RECLAIM TO POND	CDD	COUNTY	COUNTY
IRRIGATION PUMP	CDD	CDD	CDD
WELL PUMP	CDD	CDD	CDD
STREET LIGHTS (OFFSITE PUBLIC ROADS)	CDD	COUNTY	COUNTY
PONDS/EARTHWORK FOR PONDS	CDD	CDD	CDD
DRAINAGE SYSTEM INCLUDING CURB	CDD	CDD	CDD
IRRIGATION SYSTEM	CDD	CDD	CDD
OFFSITE PUBLIC ROADS (OUTSIDE OF GATES)	CDD	COUNTY	COUNTY
OFFSITE PUBLIC UTILITIES & DRAINAGE	CDD	COUNTY	COUNTY
STREET LIGHTS (PRIVATE ROADS)	DEV	HOA	HOA
LANDSCAPING	DEV	HOA	HOA
AMENITIES	DEV	HOA	HOA
GATES (3)	DEV	HOA	HOA
TRAIL SYSTEM	DEV	HOA	HOA
PRIVATE ROADS WITHIN GATES	DEV	HOA	HOA

GRAND PARK PRODUCT MIX EXHIBIT

Grand Park Subdivision, Sarasota County
Neal Communities, Lakewood Ranch, Florida



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8340 Consumer Court Sarasota, FL 34240
Phone: (941) 377-9178 | www.amengfl.com
CA #33105 | LB #4334



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LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

6

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

Second Supplemental Assessment Methodology Report

July 8, 2024



Provided by:

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1.0 Introduction

The Lakes of Sarasota Community Development District (the “District”) is a +/- 533.302-acre special district located in unincorporated Sarasota County, Florida.

The development of land within the District has already commenced. The initial phase of the capital improvement program (the “CIP”) was estimated to cost \$29.7 million and includes public infrastructure improvements that supported the development of the 299 platted residential units within Phase 1 of the District and the 269 residential platted units within Phase 2 of the District (the “Phase 1 Project”). The Districts issued multiple series of bonds to finance a portion of the public infrastructure improvements necessary to support such development. Specifically, the District issued its Capital Improvement Revenue Bonds, Series 2021A-1 (Phase 1 Project/Assessment Area One) and Series 2021A-2 (Phase 1 Project/Assessment Area One) (the “Series 2021A Bonds”), Capital Improvement Revenue Bonds, Series 2021B-1 (Phase 1 Project/Assessment Area Two) and Series 2021B-2 (Phase 1 Project/Assessment Area Two) (the “Series 2021B Bonds”) to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$19.8 million. The remaining cost of the Phase 1 Project that were not previously funded with the Series 2021 Bonds is approximately \$9.9 million (“Remaining Phase 1 Project”). The Phase 1 Project is part of a system of improvements benefitting all lands within the District. At present time, the District has commenced planning for the provision of public infrastructure improvements that support the development of Phase 3 of the District planned for 360 residential units, (the “Phase 2 Project” and together with the Remaining Phase 1 Project, the “Series 2024 Project”).

The public infrastructure improvements planned for the Series 2024 Project are described in the Supplemental Engineer’s Report for the Series 2024 Project Infrastructure Improvements dated June 2024 (the “Supplemental Engineer’s Report”) prepared by AM Engineering, LLC (the “Engineer”).

1.1 Purpose

This Second Supplemental Assessment Methodology Report for the Series 2024 Project (the “Second Supplemental Report”) was developed to supplement the Lakes of Sarasota Community Development District Master Assessment Methodology report dated February 12, 2020 (the “Master Report”), and to provide a supplement to the financing plan and special assessment methodology related to funding by the District of a portion of the public infrastructure improvements that comprise the Series 2024 Project.

This Second Supplemental Report allocates the debt associated with funding a portion of the Series 2024 Project based on the special benefits received from the public infrastructure improvements that comprise the Series 2024 Project. This Second Supplemental Report is designed to conform to the requirements of Chapter 170 and 190, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

1.2 Scope of the Second Supplemental Report

This Second Supplemental Report presents the projections for financing a portion of the costs of the Series 2024 Project as described in the Supplemental Engineer's Report and describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of a portion of the Series 2024 Project.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded in part by the District as part of the Series 2024 Project create special benefits and peculiar benefits for properties within Phase 3 of the District, which includes approximately 191.61 +/- acres planned for 360 residential units (the "Series 2024 Assessment Area") as well as general benefits different in kind and degree than the areas outside of the Series 2024 Project, and to the public at large. However, as discussed within this Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to peculiar properties within the Series 2024 Assessment Area, as the improvements comprising the Series 2024 Project enable properties within the Series 2024 Assessment Area to be developed.

There is no doubt that the general public and property owners outside of the Series 2024 Assessment Area will benefit from the provision of the Series 2024 Project. However, these benefits are only incidental since the Series 2024 Project is designed to provide special benefits peculiar to the properties within the Series 2024 Assessment Area, including but not limited to allowing the development of property therein. Properties within the Series 2024 Assessment Area are directly served by the Series 2024 Project and depend upon the improvements comprising the Series 2024 Project to satisfy the requirements of their development entitlements. This fact alone clearly demonstrates the special benefits received by the properties within the Series 2024 Assessment Area.

The public infrastructure improvements that comprise the Series 2024 Project will provide the public infrastructure improvements necessary to make the lands within the Series 2024 Assessment Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Series 2024 Assessment Area to increase by more than the sum of the financed costs of the individual components of the Series 2024 Project. Even though the exact value of the special benefits provided by the Series 2024 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Requirements of a Valid Assessment Methodology

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

- 1) First, the properties assessed must derive a special benefit from the improvement/service provided.
- 2) Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

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

1.5 Special Benefits Exceed the Costs Allocated

Phase 3 of the District includes approximately 191.61 +/- acres planned for 360 residential units. As set forth in the Supplemental Engineer's Report, the District Engineer estimates that public infrastructure improvements that comprise the Phase 2 Project and which are necessary to support the development of the property within Phase 3 of the District will have a total cost of approximately \$22,050,000.

As previously noted, the District Engineer has identified \$9,909,380 in remaining public capital improvement costs in the Phase 1 Project which are providing benefit to Phase 3 (that together with the Phase 2 Project have previously been defined herein as the "Series 2024 Project"), and has neither been funded by the District with any previous bonds and as such is not subject to any previous assessments levied by the District in connection with any previous bonds issued by the District. Table 2 in the Appendix illustrates the specific components of the Series 2024 Project.

The author of this Second Supplemental Report reasonably believes that even though the exact value of the special benefits provided by the Series 2024 Project is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing the same, including financing cost, as without the public infrastructure improvements that comprise the Series 2024 Project, the properties within the Series 2024 Assessment Area would not be able to be fully developed and occupied by future residential and non-residential property owners of the community.

1.6 Organization of the Second Supplemental Report

Section Two describes the development program for the Series 2024 Project as proposed by the Developer, as defined in Section 2 below.

Section Three provides a summary of the public infrastructure improvements that comprise the Series 2024 Project as set forth in the Supplemental Engineer's Report.

Section Four sets forth the supplement to the financing program for the District.

Section Five sets out the supplement to the special assessment methodology for the District, as originally established in the Master Report and applied in this Second Supplemental Report to the Series 2024 Bond Assessments, as defined herein.

2.0 Development Program

2.1 Overview

The District serves the Lakes of Sarasota development and is designed as a master-planned residential development located in unincorporated Sarasota County, Florida. The District is generally located just west of Interstate 75 approximately fourteen (14) miles southeast of downtown Sarasota and fifteen (15) miles south of Lakewood Ranch.

2.2 The Development Program

Land development within the District has already commenced and is expected to continue to be conducted by the Neal Communities of Southwest Florida, LLC and/or its affiliates (the "Developer"). Based upon the most current information provided by the Developer, the current development plan for the lands within the Series 2024

Assessment Area envisions a total of 360 residential units within Phase 3 of the District, although land use types and unit numbers may change throughout the development period and a supplemental or amended methodology would be adopted to adjust and address such changes in unit types and numbers. Please note that the original development plan accounted for a total of 890 residential units, consisting of 557 residential units in Phases 1 & 2, with the remaining 333 residential units to be developed in future phases. The development plan has since been modified resulting in a total of 360 residential units to be developed within the Series 2024 Assessment Area. Please note that the most current development plan includes a provision for a new unit type consisting of Townhomes. Table 1 in the *Appendix* illustrates the current proposed development plan for the lands within the District as well as the Series 2024 Assessment Area.

3.0 The Phase 2 Project

3.1 Overview

The Series 2024 Project described in the Supplemental Engineer's Report consists of drainage (including curb), water and wastewater, reclaimed and irrigation distribution, clearing earthwork, offsite roadway improvements, offsite utility improvements.

The Series 2024 Project is comprised of public infrastructure improvements which will serve and benefit all areas within the Series 2024 Assessment Area and comprise an interrelated system of improvements, which means all of the improvements will serve all lands within the Series 2024 Assessment Area, and the improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Series 2024 Project, including the cost of professional services and contingencies, are estimated at \$31,959,380. Table 2 in the *Appendix* illustrates the specific components of the Series 2024 Project and their costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of public infrastructure improvements which will facilitate the development of lands within the Series 2024 Assessment Area. Generally,

construction of public improvements is either funded by the Developer or in limited circumstances its assigns and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue its Capital Improvement Revenue Bonds, Series 2024A in the estimated principal amount of \$6,960,000 (the "Series 2024A Bonds") to fund an estimated \$5,946,155.50 in Series 2024 Project costs, and its Series 2024B in the estimated principal amount of \$12,050,000 (the "Series 2024B Bonds" and cumulatively with the Series 2024A Bonds, the "Series 2024 Bonds") to fund an estimated \$10,443,750 in Series 2024 Project costs with the balance of the Series 2024 Project costs in the estimated amount of \$15,569,474.50 anticipated to be financed by the Developer and contributed to the District at no cost.

4.2 Types of Bonds Proposed

The proposed financing plan for the District envisions issuance of the Series 2024 Bonds in the total principal amount of \$19,010,000 to finance approximately \$16,389,905.50 in Series 2024 Project costs.

The Series 2024A Bonds will be structured to be amortized in 30 annual installments following capitalized interest period of 15-months. Interest payments on the Series 2024A Bonds will be made every May 1 and November 1, and principal payments on the Series 2024A Bonds will be made on every May 1.

The Series 2024B Bonds will be structured to be amortized in 15 annual installments following capitalized interest period of 15-months. The Series 2024B Bonds will be structured as an interest-only annual debt service that will be paid down by the Developer as lots are sold with all outstanding principal due at maturity.

In order to finance the estimated \$16,389,905.50 in improvement costs, the District needs to borrow more funds and incur indebtedness in the total estimated amount of \$19,010,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the 2024 Bonds are presented in Tables 3A and 3B in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with a portion of the funds necessary to construct/acquire the public infrastructure improvements which are part of the Series 2024 Project as described in more detail in the Supplemental Engineer's Report. The public infrastructure improvements that comprise the Series 2024 Project provide special and general benefits, with special benefits accruing to the assessable properties within the Series 2024 Assessment Area and general benefits accruing to the areas outside of the Series 2024 Assessment Area, which are only incidental in nature.

The Series 2024 Bonds will be paid off by assessing properties that derive special benefits from the Series 2024 Project which is proposed to be funded with proceeds of the Series 2024 Bonds. All assessable properties that receive special benefits from the Series 2024 Project will be assessed for their fair share as determined by this Second Supplemental Report.

5.2 Benefit Allocation

The current development plan for the lands within the Series 2024 Assessment Area envisions a total of 360 residential units, although land use types and unit numbers may change throughout the development period and a supplemental or amended methodology would be adopted to adjust and address such changes in unit types and numbers.

As described in the Supplemental Engineer's Report, the Series 2024 Project is comprised of public infrastructure improvements which will serve and benefit all areas within the Series 2024 Assessment Area. The public infrastructure improvements will comprise an interrelated system of improvements, which means all of the improvements will serve all lands within the Series 2024 Assessment Area, and the improvements will be interrelated such that they will reinforce one another and their combined benefits will be greater than the sum of their individual benefits. All of the land uses within the Series 2024 Assessment Area will benefit from each public infrastructure improvement category of the Series 2024 Project, as the public infrastructure improvements provide basic infrastructure to all lands within the Series 2024 Assessment Area as an integrated system of improvements.

As stated previously, the Series 2024 Project has a logical connection to the special and peculiar benefits received by the land within the Series 2024 Assessment Area and the development of the properties within the Series 2024 Assessment Area. Based upon the connection between the improvements and the special and peculiar benefits to the land within the Series 2024 Assessment Area, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

Consistent with the methodology developed in the Master Report, the benefits associated with the Series 2024 Project will be allocated to the residential units projected to be developed within the Series 2024 Assessment Area in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the land uses contemplated to be developed within the District as well as the Series 2024 Assessment Area based on the densities of development and the intensities of use of infrastructure, and the total ERU counts for each land use category. Please note that as a result of the modified development plan and with the introduction of the new Townhome unit type, the total number of ERUs increased by a total of 0.40% as illustrated in Table 4 in the *Appendix*. Due to the de minimis magnitude of the increase, this Second Supplemental Report proposes to treat this ERU increase as immaterial.

The rationale behind different ERU weights is supported by the fact that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the Series 2024 Project less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. Additionally, the value of larger units and more intensely economically utilized land uses is likely to appreciate more in terms of dollars than that of the smaller units and less intensely economically utilized land uses as a result of the implementation of

the Series 2024 Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Series 2024 Project.

In order to facilitate the marketing of the residential units within the Series 2024 Assessment Area, the Developer requested that the District limit the amounts of annual assessments for debt service on the Series 2024 Bonds to certain predetermined levels, and in order to accomplish that goal, the Developer will be required as part of the Completion Agreement and/or Acquisition Agreement to construct all of the Series 2024 Project public infrastructure improvements. Because there is ample infrastructure, in the estimated amount of \$15,569,474.50 left to be constructed above and beyond what the District will finance with proceeds of the Series 2024 Bonds, the contribution of constructed infrastructure is expected to be made through the ordinary course of development. Using the ERU benefit allocations developed in Table 4 in the *Appendix*, Tables 5A and 5B in the *Appendix* illustrate the allocation of the costs of the Series 2024 Project in accordance with the ERU benefit allocation methodology presented in Table 4 in the *Appendix* and the allocation of the amount funded with proceeds of the Series 2024 Bonds in the estimated amount of \$19,010,000.

Table 6A in the *Appendix* presents the apportionment of the assessments associated with the Series 2024A Bonds (the “Series 2024A Bond Assessments”) to residential units contemplated to be developed within the Series 2024 Assessment Area and also presents the annual levels of the debt service on the Series 2024A Bond (the “Debt Service”) per unit.

Table 6B in the *Appendix* presents the apportionment of the assessments associated with the Series 2024B Bonds (the “Series 2024B Bond Assessments”) to residential units contemplated to be developed within the Series 2024 Assessment Area and also presents the annual levels of the debt service on the Series 2024B Bond (the “Annual Interest Payment”) per unit.

Table 6C in the *Appendix* presents the apportionment of the Series 2024A Bond Assessments and the Series 2024B Bond Assessments (cumulatively the “Series 2024 Bond Assessments”) to residential units contemplated to be developed within the Series 2024 Assessment Area.

No Series 2024 Bond Assessments are allocated herein to the amenities or other common areas planned for the development.

Such amenities and common areas will be owned and operated by the District and/or the Property Owners' Association. If owned by the District or the Property Owners' Association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit of all platted lots in the Series 2024 Assessment Area. As such, no Series 2024 Bond Assessments will be assigned to the amenities and common areas. If the amenities are owned by the District, then they would be open to the general public, subject to District rules and policies.

5.3 Assigning Series 2024 Bond Assessments

As the land within that portion of the District that is proposed to contain the residential uses that will comprise the Series 2024 Project and will be subject to the Series 2024 Bond Assessments is not yet platted for its intended final use and the precise location of the various unit types by lot or parcel is unknown, the Series 2024 Bond Assessments will initially be levied on all of the land in the Series 2024 Assessment Area on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$19,010,000 will be preliminarily levied on approximately 191.61 +/- gross acres at a rate of \$99,211.94 per gross acre.

When the land is platted the Series 2024 Bond Assessments will be allocated to each platted parcel on a first platted basis based on the planned use for that platted parcel as reflected in Tables 6A, 6B and 6C in the *Appendix*.

Such allocation of the Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amount of the Series 2024 Bond Assessments levied on unplatted gross acres within the Series 2024 Assessment Area.

In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developer, the Series 2024 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2024 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. These total Series 2024 Bond

Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2024 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the Series 2024 Assessment Area. The District's improvements benefit assessable properties within the Series 2024 Assessment Area and accrue to all such assessable properties on an ERU basis. Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the Series 2024 Assessment Area. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the Series 2024 Project make the land in the Series 2024 Assessment Area developable and saleable and when implemented jointly as parts of the Series 2024 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received by the various unit types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the Series 2024 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all

assessable property within the Series 2024 Assessment Area. Accordingly, no acre or parcel of property within the Series 2024 Assessment Area will be liened for the payment of Series 2024 Bond Assessments more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the numbers and types of units may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. This mechanism is to be utilized to ensure that the Series 2024 Bond Assessments on a per unit basis never exceed the initially allocated assessment as contemplated in the adopted assessment methodology. If such changes occur, the methodology is applied to the land based on the number of and type of units of a particular land use within each and every parcel as signified by the number of and type of units within each and every parcel.

As the land in the Series 2024 Project is platted the Series 2024 Bond Assessments are assigned to platted parcels based on the figures in Tables 6A, 6B, and 6C in the *Appendix*. If as a result of platting and apportionment of the Series 2024 Bond Assessments to the platted parcels, the Series 2024 Bond Assessments for land that remains unplatted remains equal to the figures in Table 6C, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Series 2024 Bond Assessments to the platted parcels the Series 2024 Bond Assessments for land that remains unplatted equal less than the figures in Table 6C in the *Appendix* (for instance as a result of a larger number of units) then the per unit Series 2024 Bond Assessments for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, as a result of platting and apportionment of the Series 2024 Bond Assessments to the platted parcels, the Series 2024 Bond Assessments for land that remains unplatted equal more than the figures in Table 6C in the *Appendix* (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands, in the District's sole but reasonable discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental

requirements, and reasonably expected to be implemented, then the difference in Series 2024 Bond Assessments plus applicable accrued interest (to the extent described below in this Section) will be collected from the owner(s) of the property which platting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the Landowner, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the District a true-up payment equal to the difference between the actual Series 2024 Bond Assessments per unit and the Series 2024 Bond Assessments figures in Table 6C in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the Series 2024 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2024 Bonds).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2024 Bond Assessments per unit for land that remains unplatted within the District remains equal to the figures in Table 6C in the *Appendix*. The test will be based upon the development rights as signified by the number of units of different unit types associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2024 Bond Assessments transferred at sale.

In considering whether to require a true-up payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be

produced demonstrating that there will be sufficient Series 2024 Bond Assessments to pay Debt Service on the Series 2024 Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel. Any true-up payment shall become due and payable that tax year by the landowner of the lands subject to the proposed plat, shall be in addition to the regular Series 2024 Bond Assessments installment payable for such lands, and shall constitute part of the Series 2024 Bond Assessments liens imposed against the proposed plat property until paid.

All Series 2024 Bond Assessments levied run with the land, and such Series 2024 Bond Assessments liens include any true-up payment. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2024 Bond Assessments shall become due and payable and must be paid prior to the District's release or reallocation of lien or provision of any estoppel letters. This true-up process applies for both plats and/or re-plats.

5.7 Preliminary Assessment Roll

Based on the per gross acre assessment proposed in Section 5.2, the Series 2024A Bond Assessments of \$6,960,000 are proposed to be levied uniformly over the area described in Exhibit "A", which defines the Series 2024 Assessment Area. Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual installments.

Based on the per gross acre assessment proposed in Section 5.2, the Series 2024B Bond Assessments of \$12,050,000 are proposed to be levied uniformly over the area described in Exhibit "A", which defines the Series 2024 Assessment Area. Excluding any capitalized interest period, debt service assessments shall be paid in fifteen (15) annual installments.

5.8 Additional Items Regarding Series 2024 Bond Assessments Imposition and Allocation

This Second Supplemental Report is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a

portion of the Series 2024 Project referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more Second Supplemental Reports.

As set forth in any Second Supplemental Report, and for any particular bond issuance, the land developer may opt to “buy down” the Series 2024 Bond Assessments on particular unit types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for actual effective bond assessments to reach certain target levels.

Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down the Series 2024 Bond Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

As noted herein, the Series 2024 Project functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property within the Series 2024 Assessment Area, regardless of where the Series 2024 Bond Assessments are levied, provided that the Series 2024 Bond Assessments are fairly and reasonably allocated across all benefitted properties.

In the event that the Series 2024 Project is not completed, required contributions are not made, additional benefitted lands are added to the Series 2024 Project, or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Series 2024 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those

professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Second Supplemental Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Lakes of Sarasota

Community Development District

Original Development Plan

Unit Type	Total Units
Paired Villas 28'	122
Single Family 33'	227
Single Family 40'	182
Single Family 45'	220
Single Family 60'	139
Total	890

Unit Type	Phase 1 & 2 Total		Total Units
	Units	Future Units	
Paired Villas 28'	122	-	122
Single Family 33'	84	143	227
Single Family 40'	105	77	182
Single Family 45'	168	52	220
Single Family 60'	78	61	139
Total	557	333	890

Modified Development Plan

Unit Type	Phase 1 & 2 Total		Phase 3	Total Units
	Units			
Townhomes	-	138		138
Paired Villas 28'	122	-		122
Single Family 33' (1)	110	11		121
Single Family 33' (2)	0	32		32
Single Family 40' (1)	127	3		130
Single Family 40' (2)	0	28		28
Single Family 45'	131	98		229
Single Family 60'	78	50		128
Total	568	360		928

Table 2

Lakes of Sarasota

Community Development District

Series 2024 Project

Improvement	Remaining Phase 1 Project	Phase 2 Project	Total Series 2024 Project
Drainage	\$0.00	\$6,000,000.00	\$6,000,000.00
Water & Wastewater	\$0.00	\$4,600,000.00	\$4,600,000.00
Irrigation Distribution	\$0.00	\$950,000.00	\$950,000.00
Clearing Earthwork/BMPs	\$0.00	\$5,000,000.00	\$5,000,000.00
Offsite Roadway Improvements	\$0.00	\$1,500,000.00	\$1,500,000.00
Professional Fees	\$0.00	\$2,000,000.00	\$2,000,000.00
Contingency	\$0.00	\$2,000,000.00	\$2,000,000.00
Remaining Phase 1 Project	\$9,909,380.00	\$0.00	\$9,909,380.00
Total	\$9,909,380.00	\$22,050,000.00	\$31,959,380.00

Table 3A

Lakes of Sarasota

Community Development District

Series 2024 Bonds: Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$6,960,000.00
Total Sources	\$6,960,000.00

Uses

Project Fund Deposits:	
Project Fund	\$5,946,155.50
Other Fund Deposits:	
Debt Service Reserve Fund	\$252,644.50
Capitalized Interest Fund	\$522,000.00
Delivery Date Expenses:	
Costs of Issuance	\$100,000.00
Underwriter's Discount	\$139,200.00
Total Uses	\$6,960,000.00

Financing Assumptions:

Projected coupon rate:	6.00%
Projected bond issue date:	8/1/2024
Projected Debt Service Reserve ratio:	50% of MADS
Projected Annual Principal and Interest:	\$505,289.00
Projected Capitalized Interest through:	11/1/2025
Projected term:	30 Years

Table 3B

Lakes of Sarasota

Community Development District

Series 2024B Bonds: Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$12,050,000.00
Total Sources	\$12,050,000.00

Uses

Project Fund Deposits:	
Project Fund	\$10,443,750.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$361,500.00
Capitalized Interest Fund	\$903,750.00
Delivery Date Expenses:	
Costs of Issuance	\$100,000.00
Underwriter's Discount	\$241,000.00
Total Uses	\$12,050,000.00

Financing Assumptions:

Projected coupon rate:	6.00%
Projected bond issue date:	8/1/2024
Projected Debt Service Reserve ratio:	50% of Interest
Projected Annual Interest:	\$753,000.00
Projected Capitalized Interest through:	11/1/2025
Projected term:	10 Years

Table 4

Lakes of Sarasota

Community Development District

Original Benefit Allocation

Unit Type	Total Units	ERU Weight	Total ERU
Paired Villas 28'	122	0.62	75.91
Single Family 33'	227	0.73	166.47
Single Family 40'	182	0.89	161.78
Single Family 45'	220	1.00	220.00
Single Family 60'	139	1.33	185.33
Total	890		809.49

Modified Benefit Allocation

Unit Type	Total Units	ERU Weight	Total ERU
Townhomes	138	0.62	85.56
Paired Villas 28'	122	0.62	75.64
Single Family 33' (1)	121	0.73	88.33
Single Family 33' (2)	32	0.73	23.36
Single Family 40' (1)	130	0.89	115.70
Single Family 40' (2)	28	0.89	24.92
Single Family 45'	229	1.00	229.00
Single Family 60'	128	1.33	170.24
Total	928		812.75

Change in total ERUs for the Modified Benefit Allocation in relation to the Original Benefit Allocation 0.40%

Unit Type	Phase 3	ERU Weight	Total ERU
Townhomes	138	0.62	85.56
Single Family 33' (1)	11	0.73	8.03
Single Family 33' (2)	32	0.73	23.36
Single Family 40' (1)	3	0.89	2.67
Single Family 40' (2)	28	0.89	24.92
Single Family 45'	98	1.00	98.00
Single Family 60'	50	1.33	66.50
Total	360		309.04

Table 5A

Lakes of Sarasota

Community Development District

Series 2024 Project Cost Allocation - Series 2024A

Unit Type	Total Units	Series 2024 Project Costs Allocation Based on ERU Method	Series 2024 Project Costs Contributed by the Developer	Series 2024 Project Costs Financed with Series 2024A Bonds
Townhomes	138	\$3,210,068.05	\$2,213,280.99	\$996,787.06
Single Family 33' (1)	11	\$301,272.17	\$119,791.91	\$181,480.25
Single Family 33' (2)	32	\$876,428.12	\$257,255.69	\$619,172.43
Single Family 40' (1)	3	\$100,173.93	\$42,126.52	\$58,047.42
Single Family 40' (2)	28	\$934,956.71	\$332,353.62	\$602,603.09
Single Family 45'	98	\$3,676,796.04	\$1,567,685.23	\$2,109,110.81
Single Family 60'	50	\$2,494,968.74	\$1,116,014.30	\$1,378,954.44
Total	360	\$11,594,663.75	\$5,648,508.25	\$5,946,155.50

Table 5B

Lakes of Sarasota

Community Development District

Series 2024 Project Cost Allocation - Series 2024B

Unit Type	Total Units	Series 2024 Project Costs Allocation Based on ERU Method	Series 2024 Project Costs Contributed by the Developer	Series 2024 Project Costs Financed with Series 2024B Bonds
Townhomes	138	\$5,638,121.67	\$2,080,502.20	\$3,557,619.47
Single Family 33' (1)	11	\$529,150.50	\$284,013.28	\$245,137.22
Single Family 33' (2)	32	\$1,539,346.92	\$918,738.31	\$620,608.61
Single Family 40' (1)	3	\$175,944.19	\$92,932.14	\$83,012.05
Single Family 40' (2)	28	\$1,642,145.77	\$929,052.63	\$713,093.14
Single Family 45'	98	\$6,457,876.63	\$3,382,732.68	\$3,075,143.94
Single Family 60'	50	\$4,382,130.57	\$2,232,995.01	\$2,149,135.56
Total	360	\$20,364,716.25	\$9,920,966.25	\$10,443,750.00

Table 6A

Lakes of Sarasota

Community Development District

Series 2024A Bond Assessments Apportionment

Unit Type	Series 2024 Project Costs Financed with Series 2024A Bonds	Total Series 2024A Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit*
Townhomes	\$996,787.06	\$1,166,743.45	\$8,454.66	\$660.00
Single Family 33' (1)	\$181,480.25	\$212,423.40	\$19,311.22	\$1,507.50
Single Family 33' (2)	\$619,172.43	\$724,743.93	\$22,648.25	\$1,768.00
Single Family 40' (1)	\$58,047.42	\$67,944.74	\$22,648.25	\$1,768.00
Single Family 40' (2)	\$602,603.09	\$705,349.45	\$25,191.05	\$1,966.50
Single Family 45'	\$2,109,110.81	\$2,468,723.07	\$25,191.05	\$1,966.50
Single Family 60'	\$1,378,954.44	\$1,614,071.96	\$32,281.44	\$2,520.00
Total	\$5,946,155.50	\$6,960,000.00		

* Includes applicable costs of collection (3%) and early payment discounts (4%). Please note that these figures are subject to change.

Table 6B

Lakes of Sarasota

Community Development District

Series 2024B Bond Assessments Apportionment

Unit Type	Series 2024 Project Costs Financed with Series 2024B Bonds	Total Series 2024B Bond Assessments Apportionment	Series 2024B Bond Assessments Apportionment per Unit	Annual Interest Payment per Unit
Townhomes	\$3,557,619.47	\$4,104,781.77	\$29,744.80	\$1,784.69
Single Family 33' (1)	\$245,137.22	\$282,839.36	\$25,712.67	\$1,542.76
Single Family 33' (2)	\$620,608.61	\$716,058.29	\$22,376.82	\$1,342.61
Single Family 40' (1)	\$83,012.05	\$95,779.31	\$31,926.44	\$1,915.59
Single Family 40' (2)	\$713,093.14	\$822,766.95	\$29,384.53	\$1,763.07
Single Family 45'	\$3,075,143.94	\$3,548,101.45	\$36,205.12	\$2,172.31
Single Family 60'	\$2,149,135.56	\$2,479,672.86	\$49,593.46	\$2,975.61
Total	\$10,443,750.00	\$12,050,000.00		

Note: The Series 2024B Bond is an interest-only annual Debt Service bond that is to be paid down by the Developer as lots are sold.

Table 6C

Lakes of Sarasota

Community Development District

Series 2024 Bond Assessments Apportionment

Unit Type	Total Series 2024 Bond Assessments Apportionment	Series 2024 Bond Assessments Apportionment per Unit
Townhomes	\$5,271,525.22	\$38,199.46
Single Family 33' (1)	\$495,262.76	\$45,023.89
Single Family 33' (2)	\$1,440,802.22	\$45,025.07
Single Family 40' (1)	\$163,724.05	\$54,574.68
Single Family 40' (2)	\$1,528,116.40	\$54,575.59
Single Family 45'	\$6,016,824.51	\$61,396.17
Single Family 60'	\$4,093,744.83	\$81,874.90
Total	\$19,010,000.00	

Exhibit “A”

Series 2024A Bond Assessments in the amount of \$6,960,000 and Series 2024B Bond Assessments in the amount of \$12,050,000 are proposed to be levied over the area as described below:

The attached 533.302 acres within the Lakes of Sarasota Community Development District, **LESS AND EXCEPT** those lands within (i) GRAND PARK, PHASE 1, a Subdivision, per Plat thereof as recorded in Official Records Plat Book 54, Page 264, of the Public Records of Sarasota County, Florida; and (ii) GRAND PARK, PHASE 2, a Subdivision, per Plat thereof as recorded in Official Records Plat Book _____, Page _____, of the Public Records of Sarasota County, Florida.

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 AGGREGATE PRINCIPAL AMOUNT OF LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES (THE "SERIES 2024 BONDS"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2024 BONDS; APPOINTING AN UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2024 BONDS AND AWARDED THE SERIES 2024 BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2024 BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2024 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2024 BONDS; APPOINTING A TRUSTEE, BOND REGISTRAR AND PAYING AGENT; PROVIDING FOR THE REGISTRATION OF THE SERIES 2024 BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; DETERMINING CERTAIN DETAILS WITH RESPECT TO THE SERIES 2024 BONDS; AND PROVIDING AN EFFECTIVE DATE.

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

“Act”), created by Ordinance No. 2019-051 of the Board of County Commissioners of Sarasota County, Florida, enacted and effective on December 11, 2019; and

WHEREAS, the District was created for the purpose of financing and managing the acquisition, construction, installation, maintenance, and operation of community development facilities, services, and improvements within and without the boundaries of the District; and

WHEREAS, pursuant to Resolution No. 2020-25 adopted by the Board of Supervisors (the “Board”) of the District on February 12, 2020 (the “Master Bond Resolution”), the Board has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$75,500,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under a Master Trust Indenture (the “Master Indenture”) between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), which Bonds were validated by final judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida on May 26, 2020; and

WHEREAS, the Board has determined to issue Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, in one or more Series (the “Series 2024 Bonds”), for the purpose, among others, of financing a portion of the Costs of the acquisition, construction and installation of assessable capital improvements within and without the boundaries of the District (the “Series 2024 Project”) more particularly described in the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements dated June 2024 (the “Engineer’s Report”); and

WHEREAS, the Series 2024 Bonds shall constitute a Series of Bonds authorized by the Master Bond Resolution; and

WHEREAS, there has been submitted to the Board with respect to the issuance and sale of the Series 2024 Bonds:

(i) a form of Third Supplemental Trust Indenture (the “Third Supplement” and, together with the Master Indenture, the “Indenture”), between the Trustee and the District attached hereto as **Exhibit A**;

(ii) a form of Bond Purchase Contract with respect to the Series 2024 Bonds between MBS Capital Markets, LLC and the District attached hereto as **Exhibit B** (the “Purchase Contract”), together with the form of disclosure statements attached to the Purchase Contract in accordance with Section 218.385, Florida Statutes;

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

(iv) a form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), among the District, Neal Communities of Southwest Florida, LLC, and Wrathell,

Hunt and Associates, LLC, as dissemination agent (the “Dissemination Agent”), attached hereto as **Exhibit D**; and

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

Section 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to them in the Indenture.

Section 2. Authorization. There are hereby authorized and directed to be issued the Series 2024 Bonds, in the aggregate principal amount of not to exceed \$20,000,000, for the purpose, among others, of providing funds for the payment of a portion of the Costs of the Series 2024 Project. The Series 2024 Bonds shall be secured by the Series 2024 Trust Estate as provided in the Indenture. The purchase price of the Series 2024 Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2024 Bonds as set forth in the Third Supplement and the Limited Offering Memorandum (as defined below). The Series 2024 Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

Section 3. Third Supplement. The Third Supplement is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chair or the Vice Chair of the Board is hereby authorized and directed to execute and deliver such Third Supplement on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and/or approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

Section 4. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, LLC (the “Underwriter”) is hereby appointed as the underwriter for the Series 2024 Bonds. The Series 2024 Bonds shall be sold pursuant to a negotiated sale to the Underwriter. It is hereby determined by the Board that a negotiated sale of the Series 2024 Bonds to the Underwriter is in the best interests of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District’s ability to issue and deliver the Series 2024 Bonds at presently favorable interest rates, and because the nature of the security for the Series 2024 Bonds and the source(s) of payment of Debt Service on the Series 2024 Bonds requires the participation of the Underwriter in structuring the Series 2024 Bond issue.

Section 5. Purchase Contract. The Board hereby approves the Purchase Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Purchase Contract and to deliver the Purchase Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chair or Vice Chair; provided, however, that (i) the principal amount of the Series 2024 Bonds shall not exceed \$20,000,000, (ii)

the average net interest cost on the Series 2024 Bonds shall not exceed the maximum allowable by Section 215.84, Florida Statutes, (iii) the Series 2024 Bonds shall have a maturity date no later than May 1, 2056, or as provided by law and (iv) the Underwriter's discount shall not exceed two percent (2.00%) of the aggregate principal amount of the Series 2024 Bonds. Execution by the Chair or Vice Chair of the Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The Board hereby approves the form of the Preliminary Limited Offering Memorandum submitted to the Board and attached hereto as **Exhibit C** and authorizes its distribution and use in connection with the limited offering for the sale of the Series 2024 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"). The preparation of a final Limited Offering Memorandum is hereby authorized and approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2024 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2024 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the final pricing of the Series 2024 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair.

Section 7. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of the Continuing Disclosure Agreement by the Chair or Vice Chair in substantially the form presented to the Board and attached hereto as **Exhibit D**. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with the Rule. Wrathell, Hunt and Associates, LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreement.

Section 8. Appointment of Trustee, Paying Agent, and Bond Registrar. U.S. Bank Trust Company, National Association is hereby appointed to serve as Trustee, Paying Agent, and Bond Registrar under the Indenture.

Section 9. Open Meetings. It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board and that all deliberations of the members of the Board which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

Section 10. Further Official Action; Ratification of Prior Acts. The Chair, the Vice Chair, the Secretary, any Assistant Secretary or member of the Board, Wrathell, Hunt and Associates, LLC, in its capacity as District Manager, and any other proper official of the District (each a “District Officer”) and any authorized designee thereof, are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its right and obligations with respect to the Series 2024 Bonds, any agreements with the Developer and Landowner, and any documents in connection with maintaining the exclusion of interest on the Series 2024 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Vice Chair is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the designee of such officer or official or any other duly authorized officer or official of the District. Any District Officer is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or other District Officer may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2024 Bonds. Execution by the Chair or other District Officer of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2024 Bonds. All actions taken to date by any District Officer and the agents and employees of the District in furtherance of the issuance of the Series 2024 Bonds are hereby approved, confirmed and ratified.

Section 11. 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 12. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 13. Engineer’s Report. The Board hereby approves of changes to the Engineer’s Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer’s Report with respect to the marketing and sale of the Series 2024 Bonds.

Section 14. Assessment Methodology Report. The Board authorizes further modifications and supplements to the Assessment Methodology previously approved by the Board to conform such report to the marketing and sale of the Series 2024 Bonds.

Section 15. Ratification of Master Bond Resolution. Except to the extent hereby modified, the Master Bond Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Resolution – Signature page to follow]

PASSED in Public Session of the Board of Supervisors of Lakes of Sarasota Community Development District, this 10th day of July, 2024.

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary,
Board of Supervisors

Chair,
Board of Supervisors

EXHIBIT A

FORM OF THIRD SUPPLEMENT

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

AND

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of August 1, 2024

\$ _____

Capital Improvement Revenue Bonds, Series 2024A

and

\$ _____

Capital Improvement Revenue Bonds, Series 2024B

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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 Third Supplemental Trust Indenture.

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**SUPPLEMENTAL
TRUST INDENTURE**

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (this “Third Supplemental Indenture”) is dated as of August 1, 2024, between **LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT** (the “District”) 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 forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309 Attention: Corporate Trust Department.

WHEREAS, pursuant to Resolution No. 2020-25 adopted by the Governing Body of the District on February 12, 2020 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$75,500,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under the Master Trust Indenture dated as of April 1, 2021, between the District and the Trustee (the “Master Indenture”), which Bonds were validated by final judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida on May 26, 2020, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2020-23, on March 11, 2020, providing for the acquisition, construction and installation of assessable capital improvements more particularly described in the Report of District Engineer dated January 2020 (the “Capital Improvement Program”), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition, construction and installation of the Capital Improvement Program, and the Governing Body of the District duly adopted Resolution No. 2020-33, on May 13, 2020, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property, which Resolution will be supplemented by a supplemental assessment resolution conforming the Series 2024 Assessments (hereinafter defined) to the final pricing of the Series 2024 Bonds (hereinafter defined); and

WHEREAS, the District has previously issued its Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area One, Series 2021A-1, Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area One), Series 2021A-2, Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area Two), Series 2021B-1 and Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area Two), Series 2021B-2 (collectively, the “Series 2021 Bonds”) to fund a portion of the initial phase of the Capital Improvement Program (the “Series 2021 Project”); and

WHEREAS, pursuant to Resolution No. 2024-[__], adopted by the Governing Body of the District on July 10, 2024, the District has authorized the issuance, sale and delivery of its \$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024, further designated as Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A (the “Series 2024A Bonds”) and Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024B (the “Series 2024B Bonds” and, together with the Series 2024A Bonds, the “Series 2024 Bonds”) which are issued hereunder as one Series of Bonds under, and as defined in, the Master Indenture, and has reaffirmed the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture to secure the issuance of the Series 2024 Bonds and to set forth the terms of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds constitute a Series of Bonds as authorized by the Master Bond Resolution; and

WHEREAS, the District will apply the proceeds of the Series 2024 Bonds to: (i) finance a portion of the Cost of the second phase of the Capital Improvement Program, as well as any remaining unfunded costs of the Series 2021 Project, all as further described in the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements prepared by AM Engineering, LLC attached hereto as Exhibit A (collectively, the “Series 2024 Project”); (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) make deposits into the Series 2024A Reserve Account and the Series 2024B Reserve Account to be held jointly for the benefit of all of the Series 2024 Bonds, without privilege or priority of one Series 2024 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds will be payable from and secured by Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2024 Project (the “Series 2024 Assessments”), which, together with the Series 2024 Pledged Funds (hereinafter defined) will comprise the Trust Estate securing the Series 2024 Bonds (the “Series 2024 Trust Estate”), which shall constitute a “Series Trust Estate” as defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2024 Bonds and of this Third Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2024 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2024 Trust Estate have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the

Series 2024 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, all Series 2024 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Letter of Credit Agreement or Liquidity Agreement (as defined in the Master Indenture), and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2024 Bonds: (a) has executed and delivered this Third 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 established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues received by the District from the Series 2024 Assessments (the "Series 2024 Pledged Revenues") and the Funds and Accounts (except for the Series 2024 Rebate Account) established hereby (the "Series 2024 Pledged Funds") which shall comprise a part of the Series 2024 Trust Estate;

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

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2024 Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2024 Bond over any other Series 2024 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2024 Bonds or any Series 2024 Bond of a particular maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2024 Bonds and this Third 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 Third 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 Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2024

Bonds or any Series 2024 Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2024 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2024 Bonds, as follows:

ARTICLE I DEFINITIONS

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

“Assessment Methodology” shall mean, collectively, the Master Assessment Methodology Report Lakes of Sarasota dated February 12, 2020, as supplemented by the Second Supplemental Assessment Methodology Report dated [July __, 2024].

“Authorized Denomination” shall mean, with respect to the Series 2024 Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

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

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

“Capital Improvement Program” shall mean the program of assessable capital improvements established by the District in the Series 2024 Assessment Proceedings.

“Collateral Assignment” shall mean the Collateral Assignment and Assumption of Development and Contract Rights (Series 2024 Project), dated as of August [__], 2024, by the Developer and the Landowner in favor of the District.

“Completion Agreement” shall mean the Agreement Regarding the Completion of Certain Improvements (Series 2024 Project) between the District, the Landowner and the Developer, dated as of August [__], 2024.

“Declaration of Consent” shall mean the Declaration of Consent to Jurisdiction of Lakes of Sarasota Community Development District and to Imposition of Special Assessments; Lien of Record; and Disclosure of Public Financing of the Lakes of Sarasota Community Development District dated August [__], 2024, by the Landowner and joined by the District.

“Delinquent Assessment Interest” shall mean Series 2024 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2024 Assessment Interest has, or would have, become delinquent under State law applicable thereto.

“Delinquent Assessment Principal” shall mean Series 2024 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2024 Assessment Principal has, or would have, become delinquent under State law applicable thereto.

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

“Developer” shall mean Neal Communities of Southwest Florida, LLC, a Florida limited liability company, and its successors and assigns.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2024.

“Landowner” shall mean Ibis Road Investors, LLC, a Florida limited liability company, and its successors and assigns.

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

“On a pro rata basis” shall mean, (i) with respect to the Series 2024 Bonds, the Outstanding principal amount of each of the Series 2024A Bonds and the Series 2024B Bonds, respectively, divided by the total Outstanding principal amount of the Series 2024 Bonds, or (ii) with respect to the Series 2024A Bonds only, the Outstanding principal amount of each Series 2024A Term Bond divided by the total Outstanding principal amount of the Series 2024A Bonds.

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

“Reserve Account Release Conditions” shall mean, with respect to the Series 2024A Reserve Account, collectively, that (i) all residential units/homes to be subject to the Series 2024 Assessments have been built, sold and closed with end-users, (ii) all Series 2024 Assessments are being collected pursuant to the Uniform Method, (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2024 Bonds, and (iv) no Series 2024B Bonds remain Outstanding. The District shall provide a written certification to the Trustee certifying that the events in clauses (i) and (ii) have occurred and affirming clauses (iii) and (iv), on which certification the Trustee may conclusively rely (collectively, the “Reserve Release Certifications”).

“Series 2024A Assessments” shall mean the principal and interest of Series 2024 Assessments received by the District which correspond to the principal of and interest on the Series 2024A Bonds.

“Series 2024A Assessment Interest” shall mean the interest on the Series 2024 Assessments which is pledged to the Series 2024A Bonds.

“Series 2024A Assessment Principal” shall mean the principal amount of Series 2024A Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2024A Bonds, other than applicable Delinquent Assessment Principal and Series 2024A Prepayment Principal.

“Series 2024A Prepayment Principal” shall mean the excess amount of Series 2024A Assessment Principal received by the District over the Series 2024A Assessment Principal included within a Series 2024A Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2024 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2024A Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

“Series 2024A Reserve Account Requirement” shall mean, on the date of issuance and until such time as the Reserve Account Release Conditions have been met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2024A Bonds as of the time of any such calculation, which on the date of issuance of the Series 2024A Bonds is equal to \$[_____]. At such time as the Reserve Account Release Conditions have been met and thereafter, the Series 2024A Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2024A Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2024A Reserve Account as a result of the Reserve Account Release Conditions having been met shall be transferred as provided in Section 405 hereof.

“Series 2024 Assessment Proceedings” shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2024 Assessments which include Resolution Nos. 2020-23, 2020-24, 2020-33 and 2024-[], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2024 Assessments and the Assessment Methodology as approved thereby.

“Series 2024 Assessments” shall mean the Series 2024A Assessments and the Series 2024B Assessments.

“Series 2024 Assessment Interest” shall mean the interest on the Series 2024 Assessments which is pledged to the Series 2024 Bonds.

“Series 2024 Assessment Principal” shall mean the principal amount of Series 2024 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2024 Bonds, other than applicable Delinquent Assessment Principal and Series 2024 Prepayment Principal.

“Series 2024B Assessments” shall mean the principal and interest of Series 2024 Assessments received by the District which correspond to the principal of and interest on the Series 2024B Bonds.

“Series 2024B Assessment Interest” shall mean the interest on the Series 2024B Assessments which is pledged to the Series 2024B Bonds.

“Series 2024B Assessment Principal” shall mean the principal amount of Series 2024B Assessments received by the District which represents a proportionate amount of the principal of the Series 2024B Bonds, other than applicable Delinquent Assessment Principal and Series 2024B Prepayment Principal.

“Series 2024B Prepayment Principal” shall mean the excess amount of Series 2024B Assessment Principal received by the District over the Series 2024B Assessment Principal included within a Series 2024B Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2024 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2024B Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

“Series 2024B Reserve Account Requirement” shall mean an amount equal to one hundred percent (100%) of the maximum annual interest requirement for all Outstanding Series 2024B Bonds as of the time of any such calculation, which on the date of issuance of the Series 2024B Bonds is equal to \$[_____].

“Series 2024 Pledged Funds” shall mean all of the Funds and Accounts created hereby with the Trustee, including the subaccounts therein, other than the Series 2024 Rebate Account in the Rebate Fund.

“Series 2024 Pledged Revenues” shall mean the revenues received by the District from the Series 2024 Assessments, including proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2024 Bonds.

“Series 2024 Project” shall mean the second phase of the Capital Improvement Program, as well as any remaining unfunded costs of the Series 2021 Project (as defined in the recitals hereto), all as further described in the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements attached hereto as Exhibit A.

“Series 2024 Reserve Accounts” shall mean, collectively, the Series 2024A Reserve Account and the Series 2024B Reserve Account.

“Substantially Absorbed” shall mean the date on which the principal amount of the Series 2024A Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2024A Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

“True-Up Agreement” shall mean the True-Up Agreement (Series 2024 Project), dated as of August [___], 2024, between the District and the Landowner.

“Underwriter” shall mean MBS Capital Markets, LLC.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2024 BONDS

Section 201. Authorization of Series 2024 Bonds; Separate Series Designations for Certain Limited Purposes; Book-Entry Only Form. The Series 2024 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series but designated “\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A” and “\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024B.” The Series 2024 Bonds are for all purposes under the Indenture one and the same Series of Bonds. The Series 2024 Bonds shall be substantially in the forms set forth as Exhibit B to this Third Supplemental Indenture. Each Series 2024A Bond shall bear the designation “2024AR” and shall be numbered consecutively from 1 upwards and each Series 2024B Bond shall bear the designation “2024BR” and shall be numbered consecutively from 1 upwards.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each Sub-Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2024 Bonds shall be registered

in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Third Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2024 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository can be found which is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2024 Bonds shall no longer be restricted to being registered in the

registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2024 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2024 Bonds shall be issued as _____ (___) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Principal</u>	<u>Maturity</u>	<u>Interest</u>
<u>Amount</u>	<u>Date</u>	<u>Rate</u>
\$	May 1, 20__	%

Section 203. Dating and Interest Accrual. Each Series 2024 Bond shall be dated August [___], 2024. Each Series 2024 Bond also shall bear its date of authentication. Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event, such Series 2024 Bond shall bear interest from its date. Interest on the Series 2024 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2024, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2024 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2024 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2024 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2024 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024 Bonds, all the Series 2024 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Series 2024 Assessment Proceedings;

- (b) Executed copies of the Master Indenture and this Third Supplemental Indenture;
- (c) A customary Bond Counsel opinion;
- (d) The opinion of counsel to the District required by the Master Indenture;
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2024 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture;
- (f) An Engineers' Certificate or Engineers' Certificates which set forth certain matters with respect to the Series 2024 Project;
- (g) A copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (h) Executed copies of the Declaration of Consent, Collateral Assignment, Completion Agreement, and True-Up Agreement.

Payment to the Trustee of \$[_____] upon the initial issuance of the Series 2024 Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

ARTICLE III REDEMPTION OF SERIES 2024 BONDS

Section 301. Bonds Subject to Redemption; Notice of Redemption. The Series 2024 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit B to this Third Supplemental Indenture. Interest on Series 2024A Bonds which are called for redemption shall be paid on the date of redemption from the Series 2024A Interest Account or Series 2024 Revenue Account to the extent monies in the Series 2024A Interest Account are insufficient for such purpose. Interest on Series 2024B Bonds which are called for redemption shall be paid on the date of redemption from the Series 2024B Interest Account or Series 2024 Revenue Account to the extent monies in the Series 2024B Interest Account are insufficient for such purpose. Notice of redemption shall be given as provided in the Master Indenture.

ARTICLE IV DEPOSIT OF SERIES 2024 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2024 Acquisition and Construction Account; and (ii) a Series 2024 Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2024 Debt Service Account and therein a Series 2024A Sinking Fund Account, a Series 2024A Interest Account, a Series 2024A Capitalized Interest Account, a Series 2024B Principal Account, a Series 2024B Interest Account, and a Series 2024B Capitalized Interest Account; and (ii) a Series 2024 Redemption Account and therein a Series 2024A Prepayment Subaccount, a Series 2024A Optional Redemption Subaccount, and a Series 2024B Prepayment Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2024A Reserve Account and a Series 2024B Reserve Account, which Series 2024 Reserve Accounts shall be jointly held for the benefit of all Series 2024 Bonds, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2024 Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2024 Rebate Account.

Section 402. Use of Series 2024 Bond Proceeds. The net proceeds of the sale of the Series 2024 Bonds in the amount of \$[_____] (consisting of \$[_____] aggregate principal amount of Series 2024 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[_____] , and less Underwriter’s discount in the amount of \$[_____]), shall as soon as practicable be applied as follows:

(a) \$[_____] , representing the Series 2024A Reserve Account Requirement at the time of issuance of the Series 2024A Bonds, shall be deposited to the Series 2024A Reserve Account and \$[_____] , representing the Series 2024B Reserve Account Requirement at the time of issuance of the Series 2024B Bonds, shall be deposited to the Series 2024B Reserve Account;

(b) \$[_____] , representing the costs of issuance relating to the Series 2024 Bonds, shall be deposited to the credit of the Series 2024 Costs of Issuance Account;

(c) \$[_____] , representing interest on the Series 2024A Bonds due through November 1, 2025, shall be deposited to the credit of the Series 2024A Capitalized Interest Account and \$[_____] , representing interest on the Series 2024B Bonds due through November 1, 2025, shall be deposited to the credit of the Series 2024B Capitalized Interest Account; and

(d) \$[_____] shall be deposited to the credit of the Series 2024 Acquisition and Construction Account.

Section 403. Series 2024 Acquisition and Construction Account, Series 2024A Capitalized Interest Account and Series 2024B Capitalized Interest Account. (a) Amounts on deposit in the Series 2024 Acquisition and Construction Account shall be applied to pay Costs of the Series 2024 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition to determine if the amount requested is for payment of a cost permitted hereunder. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2024 Project, and any balance remaining in the Series 2024 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2024 Project which are required to be reserved in the Series 2024 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited first to the Series 2024B Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2024B Bonds until such Series 2024B Bonds are no longer Outstanding and then to the Series 2024A Prepayment Subaccount to be applied to the extraordinary mandatory redemption of the Series 2024A Bonds in accordance with Section 301 hereof and in the manner prescribed in the respective forms of Series 2024 Bonds set forth as Exhibit B hereto. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Series 2024 Project until either (i) the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2024A Reserve Account to the Series 2024 Acquisition and Construction Account as a result of such release conditions having been satisfied pursuant to Section 405 hereof have been expended or (ii) the Consulting Engineer has certified in writing to the District and the Trustee that the amounts on deposit in the Series 2024 Acquisition and Construction Account are in excess of the amounts needed to complete the Series 2024 Project. After there are no funds therein and the Date of Completion of the Series 2024 Project has been established, the Series 2024 Acquisition and Construction Account shall be closed.

(b) Amounts on deposit in the Series 2024A Capitalized Interest Account shall, until and including November 1, 2025, be transferred into the Series 2024A Interest Account and applied to the payment of interest first coming due on the Series 2024A Bonds, and thereafter transferred into the Series 2024 Acquisition and Construction Account, whereupon the Series 2024A Capitalized Interest Account shall be closed.

(c) Amounts on deposit in the Series 2024B Capitalized Interest Account shall, until and including November 1, 2025, be transferred into the Series 2024B Interest Account and applied to the payment of interest first coming due on the Series 2024B Bonds, and thereafter transferred into the Series 2024 Acquisition and Construction Account, whereupon the Series 2024B Capitalized Interest Account shall be closed.

Section 404. Costs of Issuance Account. The amount deposited in the Series 2024 Costs of Issuance Account shall, at the written direction of an Authorized Officer of the District, be used to pay the costs of issuance relating to the Series 2024 Bonds. On the date of issuance of the Series 2024 Bonds, initial costs of issuance shall be paid pursuant to the instructions in the closing

memorandum prepared by the Underwriter and signed by an Authorized Officer of the District. On the earlier to occur of: (x) the written direction of an Authorized Officer of the District or (y) six (6) months from the date of issuance of the Series 2024 Bonds, any amounts deposited in the Series 2024 Costs of Issuance Account which have not been requisitioned shall be transferred over and deposited into the Series 2024 Acquisition and Construction Account and used for the purposes permitted therefor, whereupon the Series 2024 Costs of Issuance Account shall be closed.

Section 405. Series 2024 Reserve Accounts. The Series 2024A Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2024A Reserve Account Requirement and the Series 2024B Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2024B Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2024 Reserve Accounts shall be used on a pro rata basis only for the purpose of making payments into the Series 2024A Interest Account, the Series 2024A Sinking Fund Account, the Series 2024B Interest Account and the Series 2024B Principal Account to pay Debt Service on the Series 2024 Bonds, when due, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2024 Reserve Accounts shall consist only of cash and Investment Obligations.

Upon satisfaction of the Reserve Account Release Conditions an Authorized Officer of the District shall recalculate the Series 2024A Reserve Account Requirement and instruct the Trustee to transfer any excess as a resulting of having met such release conditions to the Series 2024 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2024 Acquisition and Construction Account has been closed in which case such excess shall be transferred to the Series 2024A Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2024A Bonds.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the District shall recalculate the Series 2024A Reserve Account Requirement taking into account any Series 2024A Prepayment Principal on deposit in the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2024A Reserve Account as a result of such Series 2024A Prepayment Principal to the Series 2024A Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amount in the Series 2024A Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2024A Bonds on a pro rata basis on the earliest date permitted for redemption therein and herein. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2024A Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem

all of the Outstanding Series 2024A Bonds, together with accrued interest on such Series 2024A Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2024A Reserve Account into the Series 2024A Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024A Bonds on the earliest date permitted for redemption therein and herein.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day) the District shall recalculate the Series 2024B Reserve Account Requirement taking into account any Series 2024B Prepayment Principal on deposit in the Series 2024B Prepayment Subaccount of the Series 2024 Redemption Account and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2024B Reserve Account as a result of such Series 2024B Prepayment Principal to the Series 2024B Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amount in the Series 2024B Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2024B Bonds on the earliest date permitted for redemption therein and herein. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2024B Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2024B Bonds, together with accrued interest on such Series 2024B Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2024B Reserve Account into the Series 2024B Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024B Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2024 Reserve Accounts shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Section 406. Amortization Installments. (a) The Amortization Installments established for the Series 2024A Bonds shall be as set forth in the form of Series 2024A Bonds attached hereto.

(b) Upon any redemption of Series 2024A Bonds (other than Series 2024A Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2024 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the District shall cause the Amortization Installments for Outstanding Series 2024A Bonds to be recalculated in such manner as shall amortize all of the Outstanding Series 2024A Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of each Series 2024A Bond.

Section 407. Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants set forth in the tax certificate of the District issued in connection with the issuance of the Series 2024 Bonds, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2024 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit into the Series 2024 Revenue Account any and all amounts required to be deposited therein by this Section 408 or by any other provision of the Master Indenture or this Third Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2024 Revenue Account the Series 2024 Pledged Revenues other than Series 2024A Prepayment Principal and Series 2024B Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the corresponding Prepayment Subaccount in the Series 2024 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2024 Pledged Revenues paid to the Trustee shall be deposited into the Series 2024 Revenue Account, and that Series 2024 Pledged Revenues which the District informs the Trustee is Series 2024A Prepayment Principal or Series 2024B Prepayment Principal shall be deposited into the respective Prepayment Subaccount of the Series 2024 Redemption Account.

(c) (i) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2024A Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024A Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024A Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024A Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024A Bonds set forth in the form of the Series 2024A Bonds attached thereto, Section 301 hereof, and Article III of the Master Indenture.

(ii) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2024B Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forth-fifty (45th) day), the Trustee shall determine the

amount on deposit in the Series 2024B Prepayment Subaccount of the Series 2024 Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024B Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024B Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024B Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024B Bonds set forth in the form of Series 2024B Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer (i) from the Series 2024A Capitalized Interest Account to the Series 2024A Interest Account the lesser of (x) the amount of interest coming due on the Series 2024A Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024A Capitalized Interest Account and (ii) from the Series 2024B Capitalized Interest Account to the Series 2024B Interest Account the lesser of (x) the amount of interest coming due on the Series 2024B Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024B Capitalized Interest Account.

(e) 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 next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, on a pro rata basis, to the Series 2024A Interest Account of the Series 2024 Debt Service Account, an amount equal to the amount of interest payable on all Series 2024A Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024A Capitalized Interest Account in accordance with Sections 403(b) and 408(d) hereof, and less any other amount already on deposit in the Series 2024A Interest Account not previously credited and to the Series 2024B Interest Account of the Series 2024 Debt Service Account, an amount equal to the amount of interest payable on all Series 2024B Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024B Capitalized Interest Account in accordance with Section 403(c) and 408(d) hereof, and less any other amount already on deposit in the Series 2024B Interest Account not previously credited;

SECOND, on a pro rata basis, on May 1, 20[___], and each May 1 thereafter, to the Series 2024A Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024A Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2024A Sinking Fund

Account not previously credited and on May 1, 20[___], to the Series 2024B Principal Account the amount, if any, equal to the principal amount of Series 2024B Bonds Outstanding and maturing on such May 1, 20[___], less any amounts on deposit in the Series 2024B Principal Account not previously credited;

THIRD, on a pro rata basis, to the Series 2024A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024A Reserve Account Requirement and to the Series 2024B Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024B Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2024 Revenue Account.

(f) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2024 Revenue Account to the Series 2024 Rebate Account established for the Series 2024 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

(g) On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the Trustee shall, at the written direction of the District, (i) if the Date of Completion of the Series 2024 Project has not been established, transfer to the Series 2024 Acquisition and Construction Account the balance on deposit in the Series 2024 Revenue Account on such November 2 to be used for the purpose of such Account or (ii) if the Date of Completion of the Series 2024 Project has been established, transfer to the District the balance on deposit in the Series 2024 Revenue Account on such November 2 to be used for any lawful District purpose; provided, however, that on the date of either such proposed transfer the Trustee shall not have received written notice of an Event of Default under the Indenture relating to the Series 2024 Bonds, including the payment of Trustee's fees and expenses then due.

(h) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2024 Acquisition and Construction Account, the Series 2024A Interest Account, the Series 2024A Capitalized Interest Account, the Series 2024B Interest Account and the Series 2024B Capitalized Interest Account, shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2024 Reserve Accounts and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2024 Reserve Accounts shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2024 Reserve Accounts as of the most recent date on which amounts on deposit in the Series 2024 Reserve Accounts were valued by the Trustee, and if no withdrawals have been made from the Series 2024 Reserve Accounts since such date which have created a deficiency, then earnings on investments in the Series 2024 Reserve Accounts shall be deposited through November 1, 2025, on a pro rata basis, into the Series 2024A Capitalized Interest Account and the Series 2024B Capitalized Interest Account, and, thereafter earnings in the Series 2024 Reserve Accounts shall be allocated to and deposited into the Series 2024 Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2024 Reserve Accounts were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2024 Reserve Accounts and have created such a deficiency, then earnings on investments in the Series 2024 Reserve Accounts shall be deposited on a pro rata basis into the Series 2024 Reserve Accounts until the amounts on deposit therein are equal to the Series 2024A Reserve Account Requirement and/or Series 2024B Reserve Account Requirement, as applicable, and then earnings on investments in the Series 2024 Reserve Accounts shall be deposited through November 1, 2025, on a pro rata basis, into the Series 2024A Capitalized Interest Account and Series 2024B Capitalized Interest Account, and thereafter shall be allocated to and deposited into the Series 2024 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2024 Reserve Accounts, prior to the deposit of any earnings in the Series 2024 Revenue Account, the amount of such proposed transfer shall instead be deposited on a pro rata basis into the Series 2024 Reserve Accounts until the balances on deposit therein are equal to the Series 2024A Reserve Account Requirement and Series 2024B Reserve Account Requirement.

ARTICLE V CONCERNING THE TRUSTEE

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

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

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

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. The District covenants and agrees that so long as there are any Series 2024 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2024 Trust Estate other than Bonds issued to refund the Outstanding Series 2024 Bonds. The District further covenants and agrees that so long as the Series 2024A Assessments have not been Substantially Absorbed and the Series 2024B Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2024 Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments at any time on property subject to the Series 2024 Assessments which the District certifies are necessary for health, safety, and welfare reasons, to remediate a natural disaster, imposed prior to the issuance of the Series 2024 Bonds, or Operation and Maintenance Assessments.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2024 Bonds issued hereunder. To the extent of any conflict between the Master Indenture and this Third Supplemental Indenture the terms and provisions hereof shall control.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance. The District represents that it has complied with its existing continuing disclosure undertakings, except as described in the limited offering memorandum related to the Series 2024 Bonds.

Section 703. Collection of Series 2024 Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2024A Assessments

levied on platted lots and pledged hereunder to secure the Series 2024 Bonds shall be collected pursuant to the "Uniform Method" prescribed by Florida Statutes and Series 2024A Assessments levied on unplatted lots and pledged hereunder to secure the Series 2024 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(b) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2024B Assessments shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

(c) All Series 2024 Assessments that are collected directly by the District 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 Series 2024 Assessments shall not be deemed to be Delinquent Assessments unless and until such Series 2024 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 704. Foreclosure of Assessment Lien. Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2024 Assessments and Series 2024 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2024 Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2024 Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2024 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2024 Bonds within thirty (30) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

Section 705. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which

requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

Section 706. Owner Direction and Consent with Respect to Series 2024 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2024 Bonds are secured solely by the Series 2024 Pledged Revenues and Series 2024 Pledged Funds comprising the Series 2024 Trust Estate. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2024 Pledged Funds include, without limitation, all amounts on deposit in the Series 2024 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2024 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2024 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2024 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

Section 707. Additional Covenant Regarding Series 2024 Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024 Assessments, including the Assessment Methodology, and to levy the Series 2024 Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due. The Assessment Methodology shall not be materially amended without the prior written consent of the Majority Owners.

Section 708. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment and without intending to alter the same, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2024 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

Section 709. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master

Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

[Remainder of Page Intentionally Left Blank]

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

(SEAL)

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Pete Williams, Chair, Board of Supervisors

[Name,] [Secretary/Assistant Secretary]

[Signature Page | Third Supplemental Trust Indenture]

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

Amanda Kumar, Vice President

[Signature Page | Third Supplemental Trust Indenture]

EXHIBIT A

SUPPLEMENTAL REPORT OF DISTRICT ENGINEER

See the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements [June 2024], attached as Appendix A to the Limited Offering Memorandum for the Series 2024 Bonds dated July [__], 2024.

EXHIBIT B

FORMS OF SERIES 2024 BONDS

[FORM OF SERIES 2024A BONDS]

No. 2024AR-__

\$_____

United States of America

State of Florida

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2024A

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, 20__	August [__], 2024	51206Y ____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT, 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 Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2024, 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 Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A" (the "Series 2024A Bonds") and "\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024B" (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "Series 2024 Bonds") issued as one Series of Bonds under a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2024 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2024 Bonds to: (i) finance a portion of the Cost of the Series 2024 Project; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) make deposits into the Series 2024A Reserve Account and Series 2024B Reserve Account to be jointly held for the benefit of all of the Series 2024 Bonds, without privilege or priority of one Series 2024 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2024 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR

GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS SHALL BE PAYABLE FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 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 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The District covenants and agrees in the Supplemental Indenture that so long as there are Series 2024 Bonds Outstanding it shall not cause or permit to be caused any lien, charge or claim against the Series 2024 Trust Estate other than Bonds issued to refund the Outstanding Series 2024 Bonds. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2024A Assessments have not been Substantially Absorbed and the Series 2024B Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2024 Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments at any time on property subject to the Series 2024 Assessments which the District certifies are necessary for health, safety, and welfare reasons, to remediate a natural disaster, imposed prior to the issuance of the Series 2024 Bonds, or Operation and Maintenance Assessments.

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or 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 Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2024A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[___], at the Redemption Price of the principal amount of the Series 2024A Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2024A Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the <u>Year</u>	Amortization <u>Installment</u>
	\$

*

 * Maturity

The Series 2024A Bond maturing May 1, 20[___], is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the <u>Year</u>	Amortization <u>Installment</u>
	\$

*

 * Maturity

The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>May 1 of the</u> <u>Year</u>	<u>Amortization</u> <u>Installment</u> \$	<u>May 1 of the</u> <u>Year</u>	<u>Amortization</u> <u>Installment</u> \$
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*

* Maturity

As more particularly set forth in the Indenture, any Series 2024A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024A Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2024A Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2024A Bonds as set forth in the Supplemental Indenture.

The Series 2024A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024A Prepayment Principal and any excess on deposit in the Series 2024A Reserve Account as a result of the deposit of such Series 2024A Prepayment Principal, required by the Indenture to be deposited into the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account; or

(c) from amounts transferred to the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account resulting from a reduction in the Series 2024A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2024A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024A Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2024A Bonds shall be called for redemption, the particular Series 2024A Bonds or portions of Series 2024A Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

The Owner of this Bond shall have no right to enforce the provisions of the Master Indenture or to institute 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 Series 2024 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 Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master 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 two (2) 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 two (2) 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 Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2024 Bonds as to the Series 2024 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lakes of Sarasota Community Development District has caused this Bond to bear the signature of the Chair 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/Assistant Secretary] to the Board of Supervisors.

(SEAL)

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Pete Williams, Chair, Board of Supervisors

[Name,] [Secretary/Assistant Secretary]

CERTIFICATE OF AUTHENTICATION

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

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

Amanda Kumar, Vice President

Date of Authentication:

August [], 2024

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida rendered on May 26, 2020.

Pete Williams, Chair, Board of Supervisors

ABBREVIATIONS FOR SERIES 2024A BONDS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform
Transfer to Minors Act _____ (Cust.) _____ (Minor)
(State)

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

ASSIGNMENT FOR SERIES 2024A BONDS

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within 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.

[FORM OF SERIES 2024B BOND]

No. 2024BR-1

\$_____

United States of America

State of Florida

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2024B

Interest	Maturity	Dated	
<u>Rate</u>	<u>Date</u>	<u>Date</u>	<u>CUSIP</u>
____%	May 1, 20__	August [__], 2024	51206Y ____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT, 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 Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2024, 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 shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust

Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A" (the "Series 2024A Bonds") and "\$[_____] Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024B" (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "Series 2024 Bonds") issued as one Series of Bonds under a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture") (the Series 2024 Bonds, together with any other Bonds issued under and governed by the terms of the Master Indenture, are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2024 Bonds to: (i) finance a portion of the Cost of the Series 2024 Project; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; (iii) make deposits into the Series 2024A Reserve Account and the Series 2024B Reserve Account to be jointly held for the benefit of all of the Series 2024 Bonds, without privilege or priority of one Series 2024 Bond over another; and (iv) pay a portion of the interest to become due on the Series 2024 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE AUTHORIZING THE ISSUANCE OF THE SERIES 2024 BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS, SHALL BE PAYABLE FROM,

AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 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 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The District covenants and agrees in the Supplemental Indenture that so long as there are any Series 2024 Bonds Outstanding it shall not cause or permit to be caused any lien, charge or claim against the Series 2024 Trust Estate other than Bonds issued to refund the Outstanding Series 2024 Bonds. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2024A Assessments have not been Substantially Absorbed and the Series 2024B Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2024 Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments at any time on property subject to the Series 2024 Assessments which the District certifies are necessary for health, safety, and welfare reasons, to remediate a natural disaster, imposed prior to the issuance of the Series 2024 Bonds, or Operation and Maintenance Assessments.

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or 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 Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an

equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2024B Bonds are not subject to redemption prior to maturity at the option of the District.

The Series 2024B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account in the Acquisition and Construction Fund established under the Indenture to the Series 2024B Prepayment Subaccount of the Series 2024 Redemption Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024B Prepayment Principal and any excess on deposit in the Series 2024B Reserve Account as a result of the deposit of such Series 2024B Prepayment Principal, required by the Indenture to be deposited into the Series 2024B Prepayment Subaccount of the Series 2024 Redemption Account; or

(c) on the date on which the amount on deposit in the Series 2024B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024B Bonds then Outstanding, including accrued interest thereon.

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall

in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Bond shall have no right to enforce the provisions of the Master 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 Series 2024 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 Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master 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 two (2) 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 two (2) 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 Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2024 Bonds as to the Series 2024 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lakes of Sarasota Community Development District has caused this Bond to bear the signature of the Chair 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/Assistant Secretary] to the Board of Supervisors.

(SEAL)

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Pete Williams, Chair, Board of Supervisors

[Name,] [Secretary/Assistant Secretary]

CERTIFICATE OF AUTHENTICATION

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

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

Amanda Kumar, Vice President

Date of Authentication:

August [__], 2024

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Sarasota County, Florida rendered on May 26, 2020.

Pete Williams, Chair, Board of Supervisors

ABBREVIATIONS FOR SERIES 2024B BONDS

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under Uniform
Transfer to Minors Act _____ (Cust.) _____ (Minor)
(State)

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

ASSIGNMENT FOR SERIES 2024B BONDS

For value received, the undersigned hereby sells, assigns and transfers unto

_____ within 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

FORM OF PURCHASE CONTRACT

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(Sarasota County, Florida)

[\$2024A Amount] Capital Improvement Revenue Bonds, Series 2024A	[\$2024B Amount] Capital Improvement Revenue Bonds, Series 2024B
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BOND PURCHASE CONTRACT

[BPC Date]

Board of Supervisors
Lakes of Sarasota
Community Development District
Sarasota County, Florida

Dear Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Lakes of Sarasota Community Development District (the "District"). The District is located within unincorporated Sarasota County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 p.m. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum or the Indenture (each as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statement attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$[2024A Amount] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2024A and \$[2024B Amount] aggregate principal amount of Capital Improvement Revenue Bonds, Series 2024B (together, the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Bonds shall be \$[PP] (representing the \$[Bond Amount].00 aggregate principal amount of the Bonds less an underwriter's discount of \$[UD] and [less/plus] a [net] original issue [discount/premium] of \$[OID/OIP]). Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), organized and existing

under the provisions of Chapter 190, Florida Statutes (the "Act"), and other applicable provisions of law. The Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), and Resolution Nos. 2020-25 and 2024-[] adopted by the Board on February 12, 2020 and July [10], 2024, respectively (collectively, the "Bond Resolution").

The Series 2024 Assessments have been levied by the District on certain lands in the District which are those lands specially benefited by the Series 2024 Project pursuant to the Assessment Proceedings.

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

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

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

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which

will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

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

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

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

- (1) "public" means any person other than an underwriter or a related party;
- (2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (3) "sale date" means the date this Purchase Contract is executed by all parties.

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter its Preliminary Limited Offering Memorandum, dated [PLOM Date] (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively referred to as the "Preliminary Limited Offering Memorandum"), relating to the Bonds, which the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") in connection with the limited public offering of the

Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Underwriter to circulate and use the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The District, at its expense, shall deliver or cause to be delivered to the Underwriter, within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date and in sufficient time to allow the Underwriter to comply with all of the requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum, dated the date hereof (such Limited Offering Memorandum, including the cover pages and all appendices thereto and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds, being herein collectively referred to as the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Bonds, the Indenture, the Continuing Disclosure Agreement, dated as of the Closing Date, among the District, Neal Communities of Southwest Florida, LLC, a Florida limited liability company (the "Developer"), Grand Park Holding, LLC, a Florida limited liability company (the "Landowner") and Wrathell, Hunt & Associates, LLC, a Florida limited liability company (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as an appendix thereto (the "Disclosure Agreement"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the [Agreement among the District, the Landowner and the Developer Regarding the Completion of Improvements], dated as of the Closing Date (the "Completion Agreement"), the [Project Acquisition Agreement] among the District, the Developer and the Landowner, dated as of the Closing Date (the "Acquisition Agreement"), the [Collateral Assignment of Development and Contract Rights] among the District, the Developer and the Landowner, dated as of the Closing Date (the "Collateral Assignment"), the [Series 2024 Project True-Up Agreement] between the District and the Landowner, dated as of the Closing Date (the "True-Up Agreement"), and the [Declaration of Consent to Jurisdiction of the District and to the Imposition of Special Assessments; Lien of Record; and Disclosure of Public Financing of the District] between the District and the Landowner, dated as of the Closing Date (the "Declaration of Consent"), are collectively referred to herein as the "Ancillary Agreements."

6. Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a local unit of special purpose government created pursuant to the Constitution and laws of the State, including without limitation the Act;

(b) The District has full legal right, power and authority to (1) adopt the Bond Resolution and the Assessment Proceedings, (2) enter into the Financing Documents and Ancillary Agreements, (3) sell, issue and deliver the Bonds to the Underwriter as provided herein, (4) apply the proceeds of the sale of the Bonds for the purposes described in the

Limited Offering Memoranda, (5) acknowledge and authorize the use of the Limited Offering Memoranda, and (6) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Proceedings, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda, including without limitation entering into an agreement with the Property Appraiser and Tax Collector to provide for the collection of the Series 2024 Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Proceedings, the Financing Documents and the Ancillary Agreements;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Proceedings, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has (1) duly authorized and approved the use and delivery of the Limited Offering Memoranda and the execution and delivery of the Financing Documents and the Ancillary Agreements, and (2) duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents and the Ancillary Agreements and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which it is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument, and the execution and delivery of the Financing Documents, the Ancillary Agreements, the delivery of the Limited Offering Memoranda, and the adoption of the Bond Resolution and the Assessment Proceedings, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision or law

or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which it is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, use or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Proceedings, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which (1) are required for the due authorization by the District, or (2) would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the District of its obligations to issue the Bonds, or under the Bond Resolution, the Assessment Proceedings, the Financing Documents or the Ancillary Agreements, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which no representation is made;

(f) The descriptions of the Financing Documents, the Ancillary Agreements and the Series 2024 Project, to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Financing Documents, the Ancillary Agreements and the Series 2024 Project, respectively;

(g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture, and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of the Series 2024 Trust Estate. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District (1) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memoranda or the collection of the Series 2024 Assessments or the pledge of the Series 2024 Trust Estate pursuant to the Indenture, (3) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Series 2024 Project, the Bond Resolution, the Assessment Proceedings, the Financing Documents and the Ancillary Agreements, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda, (4) contesting

the federal tax status of the Bonds, or (5) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (1) 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 (2) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (l) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowner," "LITIGATION – Developer," "CONTINUING DISCLOSURE – Landowner Continuing Compliance," "CONTINUING DISCLOSURE – Developer Continuing Compliance," and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (l) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowner," "LITIGATION – Developer," "CONTINUING DISCLOSURE – Landowner Continuing Compliance," "CONTINUING DISCLOSURE – Developer Continuing Compliance," and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (1) ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12, or (2) the time when the Limited Offering Memorandum is available to any person from the MSRB's

Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Proceedings, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) Except as disclosed in the Limited Offering Memoranda, the District is not now in default and has not been in default at any time after December 31, 1975, in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require disclosure pursuant to Section 517.051, Florida Statutes, or Rule 69W-400.003 of the Florida Department of Financial Services;

(o) Except as disclosed in the Limited Offering Memoranda, the District has materially complied with all prior continuing disclosure obligations, if any, in accordance with the continuing disclosure requirements of Rule 15c2-12;

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

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the Series 2024 Trust Estate.

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

with one bond for each maturity of each Series, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

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

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

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto;

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

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's Counsel;

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

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

(6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Vogler Ashton, PLLC, counsel to the District, in the form attached hereto as Exhibit D or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Vogler Ashton, PLLC, counsel to the Developer and the Landowner, in the form attached hereto as Exhibit E or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(8) An opinion, dated as of the Closing Date and addressed to the Underwriter and the District, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, the Underwriter, Underwriter's Counsel, and the District;

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

(10) A certificate of the Developer and Landowner, dated as of the Closing Date, in the form attached hereto as Exhibit F or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(11) A certificate, dated as of the Closing Date, signed by the Chair or Vice Chair and the Secretary or an Assistant Secretary of the Board, setting forth that (A) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date, (B) the District has performed all obligations to be performed hereunder as of the Closing Date, (C) except as may be disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District, (D) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2024 Assessments as described in the Indenture, and (E) the Limited Offering Memoranda (other than the information under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNER AND THE DEVELOPER," "TAX MATTERS," "LITIGATION – Landowner," "LITIGATION – Developer," "CONTINUING DISCLOSURE – Landowner Continuing Compliance," "CONTINUING DISCLOSURE – Developer Continuing Compliance," and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the Closing Date, does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is

necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

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

(13) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes and Section 215.84, Florida Statutes;

(14) Executed copies of the District's certifications as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

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

(16) A certificate of the Consulting Engineer, dated as of the Closing Date, in the form attached hereto as Exhibit G or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

(17) A certificate of the District Manager, Assessment Consultant and Dissemination Agent in the form attached hereto as Exhibit H or in form and substance otherwise acceptable to the Underwriter and Underwriter's Counsel;

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

(19) A certified copy of the final judgment of the Circuit Court in and for the County, validating the Bonds and a certificate of no-appeal;

(20) Copies of the Master Assessment Methodology Report, dated February 12, 2020, prepared by PFM Financial Advisors LLC, and the Second Supplemental Assessment Methodology Report, dated on or about the date hereof, prepared by the Assessment Consultant;

(21) Copies of the Report of District Engineer, dated January 2020, and the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements, dated June 2024;

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

(23) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and

warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District, the Developer and the Landowner on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

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

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing, (a) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, materially and adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds, (b) the District, the Developer or the Landowner have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, the Developer or the Landowner, other than in the ordinary course of its business, (c) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit

to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, or (d) the District fails to perform any action to be performed by it in connection with the levy of the Series 2024 Assessments.

10. Expenses. (a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation and distribution of the Indenture, (2) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request, (3) the cost of registering the Bonds in the name of Cede & Co., as Nominee of DTC, which will act as securities depository for such Bonds, (4) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the Assessment Consultant, the Consulting Engineer, and any other experts or consultants retained by the District, and (5) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. The District shall record all documents required to be provided in recordable form hereunder within one (1) business day after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising and applicable regulatory expenses in connection with the Bonds.

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

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to MBS Capital Markets, LLC, 1902 S. MacDill Avenue, Tampa, Florida 33629, Attention: Edwin M. Bulleit.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract, with the understanding that all such are made as of the date hereof, shall remain operative and in full force and effect and survive the Closing, regardless of (a) any investigations made by or on behalf of the Underwriter or (b) delivery of and payment for the Bonds pursuant to this Purchase Contract.

14. Effectiveness. This Purchase Contract shall become effective upon the execution by the appropriate official of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

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

16. Amendment. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

17. Governing Law. This Purchase Contract shall be governed and construed in accordance with the laws of the State.

[Remainder of Page Intentionally Left Blank]

18. **Counterparts; Facsimile.** This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Edwin M. Bulleit, Managing Partner

Accepted and agreed to this ___ day of _____, 2024

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Pete Williams, Chair,
Board of Supervisors

EXHIBIT A

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(Sarasota County, Florida)**

[\$2024A Amount] Capital Improvement Revenue Bonds, Series 2024A	[\$2024B Amount] Capital Improvement Revenue Bonds, Series 2024B
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DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[BPC Date]

Lakes of Sarasota Community
Development District
Sarasota County, Florida

Ladies and Gentlemen:

Pursuant to Section 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 [BPC Date] (the "Purchase Contract"), between the Underwriter and Lakes of Sarasota Community Development District (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 Contract for the Bonds is \$[_____] ([__]%) of the principal amount of the Bonds).

(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 for the Bonds are as follows:

	Per \$1,000
Management Fee	
Takedown	
Expenses	

(e) Nabors, Giblin & Nickerson, P.A. has been retained by the Underwriter as its Counsel and in connection with such representation is being paid a fee of \$[_____] by the District. There are no other fees, bonuses, or other compensation estimated to be paid

by the Underwriter or on behalf of 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
1902 S. MacDill Avenue
Tampa, Florida 33629

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

The District is proposing to issue \$[Bond Amount] aggregate principal amount of the Bonds for the purpose of providing moneys to (a) finance a portion of the Cost of the Series 2024 Project, (b) pay certain costs associated with the issuance of the Bonds, (c) make deposits into the Series 2024A Reserve Account and the Series 2024B Reserve Account to be held jointly for the benefit of all of the Bonds, without privilege or priority of one Bond over another, and (d) pay a portion of the interest to become due on the Bonds.

The Bonds are expected to be repaid over a period of approximately [_____] ([__]) years. At a net interest cost of approximately [_____]%, total interest paid over the life of the Bonds will be \$[_____].

The sources of repayment for the Bonds are the Series 2024 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Bonds will result in an average of approximately \$[_____] of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2024 Assessments in the amount of the principal of and interest to be paid on the Bonds.

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Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____
Edwin M. Bulleit, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses

Communication

Day Loan

Clearance & Settlement Charges

CUSIP / DTC

Contingency

Total

EXHIBIT B

TERMS OF BONDS

The purchase price for the Bonds shall be \$[PP] (representing the \$[Bond Amount].00 aggregate principal amount of the Bonds less an Underwriter's discount of \$[UD] and [less/plus] a [net] original issue [discount/premium] of \$[OID/OIP]).

Number	Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP†
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* Represents maturity for which 10% test has been met as of sale date.

† The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

REDEMPTION PROVISIONS

Optional Redemption. The Series 2024A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__, at the Redemption Price of the principal amount of the Series 2024A Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2024B Bonds are not subject to redemption prior to maturity at the option of the District.

Mandatory Sinking Fund Redemption. The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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* Final maturity

As more particularly set forth in the Indenture, any Series 2024A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024A Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2024A Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2024A Bonds as set forth in the Supplemental Indenture.

The Series 2024B Bonds are not subject to mandatory sinking fund redemption.

Extraordinary Mandatory Redemption. The Series 2024A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account to the Series 2024A Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024A Prepayment Principal and any excess on deposit in the Series 2024A Reserve Account as a result of the deposit of such Series 2024A Prepayment Principal, required by the Indenture to be deposited into the Series 2024A Prepayment Subaccount; or

(c) from amounts transferred to the Series 2024A Prepayment Subaccount resulting from a reduction in the Series 2024A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2024A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024A Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2024A Bonds shall be called for redemption, the particular Series 2024A Bonds or portions of Series 2024A Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

The Series 2024B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account to the Series 2024B Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024B Prepayment Principal and any excess on deposit in the Series 2024B Reserve Account as a result of the deposit of such Series 2024B Prepayment Principal, required by the Indenture to be deposited into the Series 2024B Prepayment Subaccount; or

(c) on the date on which the amount on deposit in the Series 2024B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024B Bonds then Outstanding, including accrued interest thereon.

EXHIBIT C

FORM OF BOND COUNSEL'S SUPPLEMENTAL OPINION

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(SARASOTA COUNTY, FLORIDA)**

**[\$[2024A AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024A**

**[\$[2024B AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024B**

Ladies and Gentlemen:

We have served as Bond Counsel to the Lakes of Sarasota Community Development District (the "Issuer") in connection with the issuance by the Issuer of its \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and its \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Series 2024 Bonds"), pursuant to and under the authority of the Constitution and the laws of the State of Florida, particularly the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), Ordinance No. 2019-051 of the Board of County Commissioners of Sarasota County, Florida, enacted and effective on December 11, 2019, and Resolution No. 2020-25 adopted by the Board of Supervisors of the Issuer (the "Board") on February 12, 2020, as supplemented and amended by Resolution No. 2024-[] adopted by the Board on July [10], 2024 (collectively, the "Resolution"). The Series 2024 Bonds are being further issued under and are secured by a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Third Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee.

All terms used herein in capitalized form and not otherwise defined herein shall have the same meanings as ascribed to them in the Indenture.

The opinions expressed herein are supplemental to and are subject to all qualifications, assumptions, limitations, caveats and reliances contained in our bond counsel opinion rendered to the Issuer as of the date hereof pertaining to the Series 2024 Bonds (the "Bond Counsel Opinion"). MBS Capital Markets, LLC may rely on the Bond

Counsel Opinion as though the Bond Counsel Opinion were addressed to MBS Capital Markets, LLC.

(1) We have reviewed the statements contained in the Limited Offering Memorandum under the sections "DESCRIPTION OF THE SERIES 2024 BONDS" (except for the information contained in the subsection captioned thereunder "Book-Entry Only System" as to which no opinion is expressed), and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" (except for the information in the subsections captioned "Agreement for Assignment of Development Rights," "Completion Agreement" and "True-Up Agreement," as to which no opinion is expressed) and believe that insofar as such statements purport to summarize certain provisions of the Indenture and the Series 2024 Bonds, such statements are accurate summaries of the provisions purported to be summarized. We have also reviewed the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believe that such information is accurate.

Other than as set forth above, we express no opinion with respect to the accuracy, completeness, fairness or sufficiency of the Limited Offering Memorandum, the statistical or financial data contained therein, or any exhibit or attachments thereto or with respect to DTC and its book-entry system.

(2) The Series 2024 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

This opinion letter may be relied upon by you only and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent. The delivery of this letter to a non-client does not create an attorney-client relationship.

The opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

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

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(SARASOTA COUNTY, FLORIDA)**

**[\$[2024A AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024A**

**[\$[2024B AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024B**

Ladies and Gentlemen:

We serve as District Counsel to the Lakes of Sarasota Community Development District (the "District"), a community development district and an independent special district established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and its \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Series 2024 Bonds") pursuant to and under the authority of the Constitution and the laws of the State of Florida, particularly the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), Ordinance No. 2019-051 of the Board of County Commissioners of Sarasota County, Florida, enacted and effective on December 11, 2019, and Resolution No. 2020-25 adopted by the Board of Supervisors of the District (the "Board") on February 12, 2020, as supplemented and amended by Resolution No. 2024-[] adopted by the Board on July [10], 2024 (collectively, the "Bond Resolution"). The Series 2024 Bonds are being further issued under and are secured by a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Third Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee.

Unless otherwise expressly defined herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Contract, dated [BPC Date]

(the "Bond Purchase Contract"), between the District and MBS Capital Markets, LLC (the "Underwriter").

In our capacity as counsel to the District, we have examined such documents and have made such examination of the law as we have deemed necessary or appropriate in rendering the opinions set forth below including the Bond Resolution, the Lakes of Sarasota Community Development District Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements, dated June 2024, and approved by the District on [_____], 2024, outlining the capital improvement project to be funded by the Series 2024 Bonds (the "Series 2024 Project"), the Second Supplemental Assessment Methodology Report, dated [_____], 2024, and approved by the District on [_____], 2024, and Resolutions 2020-23, 2020-24, 2020-33, and 2024-[__], all adopted as part of the Assessment Proceedings (collectively, the "Assessment Resolutions" or "Series 2024 Assessments"), the opinions of counsel to the Trustee, Bond Counsel, and the Developer and Landowner, the Final Judgment validating the District's bonds and corresponding Certificate of No Appeal, certain certifications by the District, District Engineer, District Manager, District Assessment Consultant, Developer, Landowner and such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Manager, the District Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, and the District Engineer relative to the Limited Offering Memorandum and the related documents described below.

The opinions set forth in this letter to the extent qualified by the fact that they are "to the best of our knowledge", with such words signifying that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Unless expressly stated herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the District. Based on the foregoing, and to the best of our knowledge, we are of the opinion that:

1. Under the Constitution and laws of the State of Florida, the District has been duly established and validly exists as a community development district with such powers as set forth in the Act to, among other things, finance, acquire and construct the Series 2024 Project, provide funds therefore through the issuance of the Series 2024 Bonds, to assess, levy and collect the Series 2024 Assessments, to secure the Series 2024 Bonds as provided in the Indenture and to perform under the terms and conditions of the Indenture, the DTC Letter of Representations, the Bond Purchase Contract, the Continuing Disclosure Agreement, the Acquisition Agreement, the True-Up Agreement, the Completion Agreement, and the Collateral Assignment and Assumption of Development and Contract Rights Relating to Lakes of Sarasota Community Development District (collectively, the "Financing Documents").

2. The District has authority to (a) adopt the Bond Resolution authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the Bond Purchase Contract and the Indenture, and to adopt the Assessment Resolutions, (b) execute, deliver

and perform its obligations under the Series 2024 Bonds, the Assessment Resolutions, and the Financing Documents, and (c) consummate the transactions contemplated by the Series 2024 Bonds and the Financing Documents, and the District has complied with all provisions of applicable law in all matters relating to such transactions required to date.

3. The District has duly authorized the execution, delivery and lawful distribution by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and has duly ratified or authorized the use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the sale of the Series 2024 Bonds.

4. The District has duly authorized all necessary action to be taken by it for: (a) the issuance and sale of the Series 2024 Bonds upon the terms set forth in the Bond Purchase Contract and the Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Bond Purchase Contract by the Chairman or Vice Chairman of the Board of Supervisors; (c) the execution, delivery and receipt of the Series 2024 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 Indenture, the Series 2024 Bonds, the Assessment Resolutions and the Bond Resolution; and (d) levying and collection of the Series 2024 Assessments as described in the Limited Offering Memorandum. Assuming the due authorization, execution and delivery of such documents by any other parties thereto, the Series 2024 Bonds and the Financing Documents constitute legal, valid and binding obligations of the District enforceable in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors rights generally and general principles of equity).

5. All proceedings undertaken by the District with respect to the Series 2024 Assessments have been in accordance with applicable Florida law, and the District has duly adopted the Assessment Resolutions. The District has full legal authority to allocate, levy, collect and enforce the Series 2024 Assessments as set forth in the Limited Offering Memorandum. The Assessment Resolutions have not been repealed and are in full force and effect. The Series 2024 Assessments are legal, valid and binding liens upon the property against which the Series 2024 Assessments are made, coequal with the lien of all state, county, municipal and school board taxes, superior in dignity to all other liens, titles and claims against said property, until paid.

6. The Bond Resolution is in full force and has been duly adopted, executed and delivered by the District.

7. The adoption of the Bond Resolution and Assessment Resolutions, the delivery of the Preliminary Limited Offering Memorandum by the District and the execution and delivery of the Limited Offering Memorandum and the authorization of the distribution thereof by the Underwriter, the execution and delivery by the District of the Series 2024 Bonds, the Financing Documents, and the consummation of the transactions described in all of the foregoing instruments, did not at the time of such adoption, authorization, execution, delivery or distribution, and do not on the date hereof conflict with or constitute on the part of the District a breach or violation of the terms and

provisions of, or constitute a default under, (a) any existing constitution, laws, court or administrative rule or regulation, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force on the date hereof, or (b) any existing agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are bound, and will not result in the creation or imposition of any encumbrance upon any of the properties or assets of the District, other than those contemplated by the Indenture.

8. Based upon actual inquiry of the District Manager, which is also the District's Registered Agent, and the fact that we, as counsel, have not been served with any complaint, notice or advisory, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, to the best of our knowledge, threatened against the District (a) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2024 Bonds or the application of the proceeds thereof, (b) contesting or affecting the authority for the Series 2024 Assessments or the actions of the District assessing, levying and imposing the Series 2024 Assessments or the issuance of the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Series 2024 Assessments, the Financing Documents, or the transactions contemplated thereunder, (c) contesting the establishment or existence of the District or the Board or the titles of any of its Supervisors, officers or employees, or contesting any of the powers of the District, including its power to enter into the Financing Documents, or its power to determine, assess, levy, pledge and collect the Series 2024 Assessments, or (d) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or Limited Offering Memorandum.

9. The District is not in default under the terms and provisions of the Indenture or any of the other documents referred to in paragraph 7 hereof. In addition, to the best of our knowledge after limited inquiry, the District is not in default under any other agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are or may be bound, which default would have a material adverse effect on the condition of the District, financial or otherwise. To the best of our knowledge, the District is not in violation of any material provision of the Act, constitution, statute or administrative regulation of the State or United States.

10. To the best of our knowledge and in reliance on certificates by the Developer, the Landowner and the District Engineer, all permits, consents or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Limited Offering Memorandum and contemplated by the Indenture 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 in due course; provided, however, that no opinion is expressed regarding the status of any land use or environmental permit, license or other similar governmental regulatory approval or as to the applicability of state Blue Sky laws.

11. Based upon our representation of the District and our participation in the review of the Limited Offering Memorandum, we have no reason to believe that the statements and information contained in the Limited Offering Memorandum under the subcaptions "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024

BONDS – Agreement for Assignment of Development Rights," "– Completion Agreement" and "– True-Up Agreement," and the captions (including all subheadings thereunder) "THE DISTRICT," "LITIGATION – District," "VALIDATION," and "CONTINUING DISCLOSURE" (only as it describes the District's obligations under the Continuing Disclosure Agreement) are not true and accurate and that the Limited Offering Memorandum as of its date did not, and as of the date hereof does not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, that we have not undertaken to determine independently the accuracy or completeness of the statements contained therein. The statements contained in the Limited Offering Memorandum under the caption "ENFORCEMENT OF ASSESSMENT COLLECTIONS" are a fair and accurate summary of the law in existence as of the date hereof.

12. The Series 2024 Bonds have been validated by a final judgment of the Circuit Court in and for Sarasota County, Florida, of which no timely appeal was filed.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

The opinions herein are rendered as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein. This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities without our prior written consent.

The opinions or statements expressed above are based solely on the laws of Florida and the United States of America. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed.

Sincerely,

Vogler Ashton, PLLC

EXHIBIT E

FORM OF DEVELOPER'S AND LANDOWNER'S COUNSEL OPINION

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

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

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(SARASOTA COUNTY, FLORIDA)

[\$[2024A AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024A

[\$[2024B AMOUNT]
CAPITAL IMPROVEMENT REVENUE
BONDS, SERIES 2024B

Ladies and Gentlemen:

We have served as counsel to Neal Communities of Southwest Florida, LLC, a Florida limited liability company (the "Developer") and Grand Park Holding, LLC, a Florida limited liability company (the "Landowner") in connection with the issuance by the Lakes of Sarasota Community Development District (the "District"), of its \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and its \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Series 2024 Bonds"), as described in the District's Limited Offering Memorandum, dated [BPC Date] (together with all Appendices attached thereto, the "Limited Offering Memorandum").

Unless otherwise expressly defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Limited Offering Memorandum and the Bond Purchase Contract, dated [BPC Date] (the "Bond Purchase Contract"), between the District and MBS Capital Markets, LLC (the "Underwriter"). The opinions rendered herein are given with our client's permission.

Based on the foregoing, and subject to the qualifications and limitations stated or referenced herein, we are of the opinion that:

1. Each of the Developer and Landowner is a duly organized Florida limited liability company, authorized to transact business in the State of Florida.

2. The Developer and Landowner each has all requisite power and authority to conduct its businesses as described in the Limited Offering Memorandum including the development of the Development.

3. There has been no action taken by or omitted by the Developer or Landowner that impairs the District's contemplated transactions with respect to the Series 2024 Bonds, including: (a) the issuance and sale of the Series 2024 Bonds upon the terms set forth in the Bond Purchase Contract and in the Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the CIP; and (d) the Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), as supplemented by the Third Supplemental Trust Indenture, dated as of August 1, 2024 (the "Third Supplement" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee, the Acquisition Agreement, the True-Up Agreement, the Completion Agreement, the Collateral Assignment, the Declaration of Consent, and any and all such other agreements or 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 Limited Offering Memorandum and the Indenture in connection with the issuance and sale of the Series 2024 Bonds (collectively, the "Developer/Landowner Documents").

4. The levy of the Series 2024 Assessments (as defined in the Limited Offering Memorandum) and the consummation of the transactions applicable to the Developer and the Landowner described in the Limited Offering Memorandum does not on the date hereof and will not conflict with or constitute on the part of the Developer or the Landowner, a breach or violation of the terms and provisions of, or constitute a default under any existing agreement, indenture or other instrument, to which the Developer or the Landowner is subject or by which the Developer's or the Landowner's properties or assets are or may be bound.

5. Neither the Developer nor the Landowner is in default under any mortgage, trust indenture, lease or other instrument to which they are subject or by which the properties or assets of the Developer or the Landowner is or may be bound, which would have a material adverse effect on the Series 2024 Bonds or the Development.

6. Neither the Developer nor the Landowner has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Neither the Developer nor the Landowner has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to our knowledge, threatened against the Developer or the Landowner (a) seeking to restrain or enjoin the issuance or delivery of the Series 2024 Bonds or the application of the proceeds thereof or the levy or collection of the

Series 2024 Assessments on that portion of the land in the District that is owned by the Developer or the Landowner, (b) contesting or affecting the authority for the issuance of the Series 2024 Bonds or the validity or enforceability of the Developer/Landowner Documents or the transactions contemplated thereunder to which the Developer or the Landowner is a party, (c) contesting or affecting the establishment or existence of the Developer or the Landowner or its powers, including the Developer's or the Landowner's power to develop the Development in accordance with the description thereof in the Limited Offering Memorandum and to fulfill its respective obligations under the Developer/Landowner Documents, or (d) that would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum and the Consulting Engineers' Report annexed thereto.

8. The execution, delivery and performance by the Developer and the Landowner of the Developer/Landowner Documents are within the powers of the Developer and the Landowner, and the Developer/Landowner Documents have been duly authorized by all required entity action of the Developer and the Landowner. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Developer/Landowner Documents constitute legal, valid and binding obligations of the Developer and the Landowner, enforceable in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors rights generally and general principles of equity).

9. To our knowledge, the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the information under the captions "THE DEVELOPMENT," "THE LANDOWNER AND THE DEVELOPER," "LITIGATION – Landowner" and "LITIGATION – Developer" is true and correct in all material respects and contains no untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

10. Based on a review of that certain Owner's Policy of Title Insurance, Policy Number _____, dated _____ (the "Effective Date"), issued by _____ (the "Title Report"), and without independent investigation or inquiry, title to the lands within the District, subject to the Series 2024 Bonds, is owned by the Landowner, is held in fee simple by the Landowner and is subject only to the liens, encumbrances, easements and agreements set forth in such Title Report, none of which will impede in any material respect the development of the Development as described in, and except as otherwise set forth in, the Limited Offering Memorandum. The opinion in this paragraph is given as of the Effective Date of such Title Report, and we disclaim any obligation to advise you of any change that thereafter may be or have been brought to our attention. There are no mortgages on the lands owned by the Landowner other than those disclosed in the Limited Offering Memorandum.

11. The lands in the Development have, or should have in due course, the appropriate land use, zoning and other governmental approvals to permit the development of the Development to be undertaken in a manner substantially as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto.

12. Based upon our review of the Title Report, all 2023 and prior years taxes relating to the lands owned by the Landowner have been paid and there are no real estate taxes currently due that are unpaid.

The opinions herein are rendered as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities without our prior written consent.

Sincerely,

Vogler Ashton, PLLC

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER AND LANDOWNER

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

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

Re: \$[2024A Amount] Lakes of Sarasota Community Development District
Capital Improvement Revenue Bonds, Series 2024A and \$[2024B
Amount] Lakes of Sarasota Community Development District Capital
Improvement Revenue Bonds, Series 2024B (together, the "Bonds")

The undersigned duly authorized representative of **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company (the "Developer") and **GRAND PARK HOLDING, LLC**, a Florida limited liability company (the "Landowner") hereby certifies that:

1. This Certificate is furnished pursuant to Section 8(c)(10) of the Bond Purchase Contract, dated [BPC Date] (the "Purchase Contract"), between Lakes of Sarasota Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter"), relating to the sale of the above referenced Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Purchase Contract.

2. The Developer and the Landowner are each a limited liability company organized, existing and in good standing under the laws of the State of Florida and each has the power to conduct its business, including development of the Development, as described in the Limited Offering Memorandum.

3. The information contained in the Preliminary Limited Offering Memorandum, dated [PLOM Date], and the Limited Offering Memorandum, dated [BPC Date], each relating to the Bonds, under the captions or subcaptions "INTRODUCTION" (to the extent it describes the Developer, the Landowner or the Development), "THE DEVELOPMENT," "THE LANDOWNER AND THE DEVELOPER," "BONDOWNERS' RISKS" (to the extent it describes the Developer, the Landowner or the Development), "LITIGATION – Landowner," "LITIGATION – Developer," "CONTINUING DISCLOSURE – Landowner Continuing Compliance," and "CONTINUING DISCLOSURE – Developer Continuing Compliance" is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made,

not misleading. The Developer and the Landowner each agree that if between the date hereof and the earlier of (a) ninety (90) days from the end of the "Underwriting Period" as defined in Securities Exchange Commission Rule 15c2-12 (17 CFR 240.15c2-12) ("Rule 15c2-12"), or (b) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur of which the Developer or the Landowner shall have actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact relating to the Developer, the Landowner or the Development, or to omit to state a material fact relating to the Developer, the Landowner or the Development necessary to make the statements made therein, in light of the circumstances under which were made, not misleading, the Developer and/or the Landowner shall notify the Underwriter and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Developer and/or the Landowner will, at its expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter.

4. Each of the Ancillary Agreements and the Disclosure Agreement (collectively, the "Developer/Landowner Documents"), is a valid and binding obligation of the Developer and/or the Landowner, as applicable, enforceable against the Developer and/or the Landowner, as applicable, in accordance with its terms, subject to the effect of bankruptcy and similar laws and general equitable principles that may limit enforcement. To the knowledge of the undersigned, the execution and delivery by the Developer and the Landowner of the Developer/Landowner Documents does not violate such entity's organizational documents or any judgment, order, writ, injunction or decree binding on such entity or any indenture, agreement, or other instrument to which such entity is a party. The Developer and the Landowner have reviewed and approved the Developer/Landowner Documents.

5. All information provided by the Developer and/or the Landowner to the Underwriter and/or Underwriter's Counsel in response to the Underwriter's due diligence request in connection with the Bonds or provided to the Underwriter for distribution to potential purchasers of the Bonds or provided directly to such potential purchasers by the Developer and/or the Landowner is true and correct in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. There is no litigation threatened or pending against the Developer and/or the Landowner which may result in any material adverse change in the business, properties, assets or financial condition of the Developer or the Landowner.

6. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer or the Landowner that would have a material and adverse impact on the value of the Development or the ability of the Developer to develop such lands which has not been disclosed to the Underwriter.

7. The Landowner consents to the levy of the Series 2024 Assessments on the lands in the District owned by the Landowner. The levy of such Series 2024 Assessments on the lands in the District owned by the Landowner will not conflict with or constitute a

breach of or default under any agreement, mortgage, lien or other instrument to which the Landowner is a party or to which its property or assets are subject.

8. There is no litigation pending or, to our knowledge, threatened which would prevent or prohibit the development of the Development and the Series 2024 Project in accordance with the description thereof in the Limited Offering Memorandum and the Engineer's Report attached thereto. The Developer is proceeding in the normal course of business to develop the Development. Except as otherwise disclosed in the Limited Offering Memorandum, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer or the Landowner (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Developer/Landowner Documents, (b) contesting or affecting the validity or enforceability of the Developer/Landowner Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence of the Developer or the Landowner or of the Developer's or the Landowner's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer or the Landowner as described in the Limited Offering Memorandum.

9. Neither the Developer nor the Landowner has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Neither the Developer nor the Landowner has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee. Neither the Developer nor the Landowner is insolvent.

10. There are no mortgages or similar liens on the real property owned or to be owned by the Landowner within the area subject to the Series 2024 Assessments as of the date hereof other than as disclosed in the Limited Offering Memorandum.

11. All 2023 and prior years taxes relating to the lands in the District owned by the Landowner have been paid and there are no real estate taxes currently due with respect to such lands which are unpaid.

12. Nothing has occurred which would lead the Developer or the Landowner to believe that all water and sewer utilities necessary to serve the Development, as such is described in the Limited Offering Memorandum, are not or will not be available as and when needed. The lands in the Development have the appropriate land use, zoning and other governmental approvals and development agreements to permit the development thereof as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto. Except as otherwise disclosed in the Limited Offering Memorandum, all material conditions of the governmental development approvals and agreements applicable to the land in the Development have been complied with as of the date hereof or will be complied with in due course and there are no conditions therein that must be complied with in the future that, if not met in the future, would limit the development of the Development

(including infrastructure improvements needed for the Development not included in the Series 2024 Project) as described in the Limited Offering Memorandum.

13. The Landowner acknowledges that it will not have the rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2024 Assessments imposed on lands in the District owned by it within thirty (30) days following completion of the Series 2024 Project and acceptance thereof by the District.

14. The Landowner acknowledges that the Bonds have the Debt Service requirements set forth under the heading "DEBT SERVICE REQUIREMENTS" in the Limited Offering Memorandum and that the Series 2024 Assessments will be levied by the District at times and in amounts sufficient to enable the District to pay Debt Service on the Bonds when due.

15. The Developer and the Landowner have each complied with all continuing disclosure commitments undertaken by each pursuant to Rule 15c2-12 prior to the date hereof other than as disclosed in the Limited Offering Memorandum.

16. All contracts for sale entered and to be entered into by the Developer or the Landowner for real property to be encumbered by Series 2024 Assessments have contained or will contain the disclosure language required by Section 190.048, Florida Statutes.

17. The consummation of the transactions described in the Limited Offering Memorandum, including the execution and delivery of the Developer/Landowner Documents and the performance thereof, does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer or the Landowner a breach or violation of the terms and provisions of, or constitute a default under, any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Developer or the Landowner is subject or by which the Developer or the Landowner or its respective properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum applicable to the Developer and the Landowner does not, on the date hereof, and will not, at the time of such consummation, to the Developer's or the Landowner's knowledge, conflict with or constitute on the part of the Developer or the Landowner a breach or violation of the terms and provisions of, or constitute a default under, any existing constitution, law, court or administrative rule or regulation, to which the Developer or the Landowner is subject, or any decree, order or judgment to which the Developer or the Landowner is a party or by which the Developer or the Landowner is bound in force and effect on the date hereof.

18. Neither the Developer nor the Landowner is in material default under the Developer/Landowner Documents or any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer or the Landowner is subject, or by which its properties are or may be bound, which would have a material adverse effect on the Development.

19. The Developer and the Landowner are complying in all material respects with all provisions of applicable law in all material matters relating to the Development and its undertaking as described in the Limited Offering Memorandum, including applying for all remaining necessary permits and approvals and modifications thereof as

contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto. The Developer and the Landowner each hereby certify that (a) the lands in the Development have the appropriate governmental approvals to permit the development of the Development as described in the Limited Offering Memorandum, (b) neither the Developer nor the Landowner has taken any action that would cause it to be in default of, and has no knowledge of any default under, any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the CIP or the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance with the material conditions of the governmental orders, permits and approvals applicable to the Development, all of which conditions are within the control of the Developer or the Landowner, the Development will be able to be developed as described in the Limited Offering Memorandum.

20. Pursuant to the terms of that certain Completion Agreement among the District, the Developer and the Landowner, the Developer and/or the Landowner agrees to fund all of the Series 2024 Project described in the Limited Offering Memorandum not financed by the District.

21. Neither the Developer nor the Landowner is aware of any condition related to the Series 2024 Project or the Development which currently requires, or is reasonably expected to require in the foreseeable future, investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment.

22. Neither the Developer nor the Landowner is in default of any obligations to pay special assessments.

23. There has been no action taken by or omitted by the Developer or the Landowner that impairs the contemplated transactions by the District with respect to the Bonds, including (a) the issuance and sale of the Bonds upon the terms set forth in the Purchase Contract, (b) the approval of the Limited Offering Memorandum, (c) the acquisition and construction of the Series 2024 Project, and (d) the execution, delivery and receipt of the Purchase Contract, the Bonds, the Indenture, the Developer/Landowner Documents and any and all such other agreements or 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 Limited Offering Memorandum and the Indenture. The Developer and the Landowner each acknowledge and consent to those provisions of the Purchase Contract which reference it.

24. The Developer and the Landowner recognize that the certifications, representations and warranties provided by each in this certificate and by its agents pursuant to the Purchase Contract (collectively, the "Certifications") serve as a material inducement for the District to issue the Bonds which will provide infrastructure, services and facilities benefiting the property within the District's boundaries, including property within the Development, and for the Underwriter to underwrite and purchase the Bonds. The Developer and the Landowner hereby hold the District and the Underwriter harmless from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs,

interest and penalties through all negotiations, trial and appellate levels) arising out of or in connection with, or caused directly or indirectly by, any breach or failure of any of the Certifications or any of such Certifications being incorrect or misleading in any material respect or having omitted any information necessary to make such Certifications not misleading.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer and the Landowner as of the date set forth above.

**NEAL COMMUNITIES OF SOUTHWEST
FLORIDA, LLC,**
a Florida limited liability company

By: _____
Name: _____
Title: _____

GRAND PARK HOLDING, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF CONSULTING ENGINEER

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

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

Re: Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A and Capital Improvement Revenue Bonds, Series 2024B (together, the "Bonds")

Ladies and Gentlemen:

AM Engineering, LLC, has prepared the Report of District Engineer, dated January 2020, and the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements, dated June 2024 (together, the "Report"), included as an appendix to the Limited Offering Memorandum as defined below. This Certificate is furnished pursuant to Section 8(c)(16) of the Bond Purchase Contract, dated [BPC Date] (the "Purchase Contract"), between Lakes of Sarasota Community Development District (the "District") and MBS Capital Markets, LLC relating to the sale of the Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Purchase Contract or in the Limited Offering Memorandum, dated [BPC Date], relating to the Bonds (the "Limited Offering Memorandum").

1. All governmental permits and approvals required to commence and complete construction, acquisition and installation of the Series 2024 Project and the Development have been obtained or can reasonably be obtained in the ordinary course. The Series 2024 Project is expected to be completed by _____.

2. The information contained in the Preliminary Limited Offering Memorandum, dated [PLOM Date], and the Limited Offering Memorandum under the caption "THE CAPITAL IMPROVEMENT PROGRAM" and the subcaption "THE DEVELOPMENT – Zoning and Permitting" and in the Report included as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum did not, and does not, to the best of our knowledge, contain any untrue statement of a material fact and did not, and does not, 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. The Report was prepared in accordance with generally accepted engineering practices. We consent to the inclusion of the Report in the

Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to our firm therein.

3. The plans and specifications for the Series 2024 Project have been approved by all regulatory bodies required to approve them (such regulatory bodies consisting of those referred to in the Report) or such approval can reasonably be expected to be obtained.

4. All water and sewer utilities necessary to serve the lands specially benefited by the Series 2024 Project as described in the Limited Offering Memorandum are, or will be, available as and when needed.

5. The portion of the Series 2024 Project heretofore constructed has been constructed in a sound workmanlike manner and in accordance with industry standards and the plans and specifications therefor.

6. The purchase price to be paid by the District for any portion of the Series 2024 Project being acquired by the District is no more than the lesser of (a) the fair market value of such improvements and (b) the actual cost of construction of such improvements.

AM ENGINEERING, LLC

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF CERTIFICATE OF DISTRICT MANAGER, ASSESSMENT CONSULTANT AND DISSEMINATION AGENT

[Closing Date]

Lakes of Sarasota
Community Development District
Sarasota County, Florida

MBS Capital Markets, LLC
Tampa, Florida

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

The undersigned authorized officer of **WRATHELL, HUNT & ASSOCIATES, LLC** ("WHA"), hereby certifies as follows:

1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract, dated [BPC Date] (the "Purchase Contract"), by and between Lakes of Sarasota Community Development District (the "District") and MBS Capital Markets, LLC, with respect to the District's \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and its \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Bonds"). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum, dated [PLOM Date] (the "Preliminary Limited Offering Memorandum"), and the Limited Offering Memorandum, dated [BPC Date] (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"), relating to the Bonds, as applicable.

2. WHA has acted as District Manager and Assessment Consultant to the District in connection with the sale and issuance by the District of the Bonds and has participated in the preparation of the Limited Offering Memoranda.

3. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2024 Project, or any information provided by us, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4. In connection with the issuance of the Bonds, WHA has been retained by the District to review the Master Assessment Methodology Report, dated February 12, 2020, prepared by PFM Financial Advisors LLC (the "Master Assessment Report") and to prepare the Second Supplemental Assessment Methodology Report, dated [BPC Date] (the "Supplemental Assessment Report" and together with the Master Assessment Report, the "Report"), which Report has been included as an appendix to the Limited Offering

Memoranda. WHA consents to the use of the Supplemental Assessment Report in the Limited Offering Memoranda and consents to the references to WHA therein.

5. WHA hereby certifies that the information set forth in the Limited Offering Memoranda under the captions or subcaptions "THE DISTRICT," "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "LITIGATION – District," "CONTINUING DISCLOSURE – General," "CONTINUING DISCLOSURE – District Continuing Compliance," "FINANCIAL STATEMENTS" and "CONTINGENT AND OTHER FEES" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

6. To the best of WHA's knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Report and the considerations and assumptions used in compiling the Report are reasonable. The Supplemental Assessment Report and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. WHA has determined that the Series 2024 Assessments as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to such Series 2024 Assessments, are sufficient to enable the District to pay the Debt Service on the Bonds through the final maturity thereof.

8. As District Manager and Registered Agent for the District, WHA is not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

9. WHA hereby acknowledges its agreement to serve as the initial Dissemination Agent for the District with respect to the Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement, dated [Closing Date] (the "Disclosure Agreement"), by and among the District, Neal Communities of Southwest Florida, LLC, Grand Park Holding, LLC and WHA, and acknowledged and agreed to for purposes of certain sections only, by U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee.

10. WHA hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, and that it has policies and procedures in place to ensure compliance with its obligations under the Disclosure Agreement.

WRATHELL, HUNT & ASSOCIATES, LLC

By: _____
Craig Wrathell, Managing Member

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED JULY [], 2024

**NEW ISSUE – BOOK-ENTRY ONLY
LIMITED OFFERING**

NOT RATED

In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2024 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax; however interest on the Series 2024 Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under section 55 of the Code. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2024 Bonds.

**LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT
(Sarasota County, Florida)**

\$6,960,000*	\$12,550,000*
Capital Improvement Revenue Bonds, Series 2024A	Capital Improvement Revenue Bonds, Series 2024B

Dated: Date of original issuance

Due: May 1, as shown below

The \$6,960,000* Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024A (the "Series 2024A Bonds") and the \$12,550,000* Lakes of Sarasota Community Development District Capital Improvement Revenue Bonds, Series 2024B (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "Series 2024 Bonds"), are being issued by the Lakes of Sarasota Community Development District (the "District") pursuant to a Master Trust Indenture dated as of April 1, 2021 (the "Master Indenture"), between 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 a Third Supplemental Trust Indenture dated as of August 1, 2024, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Series 2024 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2019-051, enacted by the Board of County Commissioners of Sarasota County, Florida (the "County"), and effective on December 11, 2019 (the "Ordinance").

The Series 2024 Bonds are payable from and secured by the Series 2024 Trust Estate, which includes the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds. The Series 2024 Pledged Revenues consist of the revenues received by the District from the Series 2024 Assessments (as further described herein). The Series 2024 Pledged Funds include the Funds and Accounts (except for the Series 2024 Rebate Account) established by the

Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

The Series 2024 Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and Nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2024 Bonds will be paid from the sources provided herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered Owner thereof. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of Direct Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2024 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2024 Bond. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System" herein. The Series 2024 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2024 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2024.

The Series 2024 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions" herein.

The Series 2024 Bonds are being issued to (a) finance a portion of the Cost of the Series 2024 Project (as defined herein), (b) pay certain costs associated with the issuance of the Series 2024 Bonds, (c) make deposits into the Series 2024A Reserve Account and the Series 2024B Reserve Account to be held jointly for the benefit of all of the Series 2024 Bonds, without privilege or priority of one Series 2024 Bond over another, and (d) pay a portion of the interest to become due on the Series 2024 Bonds.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE 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 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 SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS SHALL BE PAYABLE FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND IN THE INDENTURE.

THE SERIES 2024 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS (SEE "SUITABILITY

FOR INVESTMENT" HEREIN). THE UNDERWRITER IS LIMITING THE OFFERING OF THE SERIES 2024 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION OF THE INITIAL OFFERING OF THE SERIES 2024 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2024 BONDS. THE SERIES 2024 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR CREDIT ENHANCEMENT OR A RATING WITH RESPECT TO THE SERIES 2024 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT OR A RATING FOR THE SERIES 2024 BONDS HAD APPLICATION BEEN MADE.

This cover page contains information for quick reference only. It is not, and is not intended to be, a summary of the Series 2024 Bonds. Investors must read this entire Limited Offering Memorandum, including the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

**PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS†**

\$ _____	_____ %	Term Series 2024A Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2024A Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2024A Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____
\$ _____	_____ %	Term Series 2024B Bond Due May 1, 20__	Yield _____ %	Price _____	CUSIP No.† _____

The Series 2024 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Landowner and the Developer by their counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2024 Bonds will be available for delivery through the facilities of DTC on or about _____, 2024.

MBS Capital Markets, LLC

Dated: _____, 2024

* Preliminary, subject to change.

† 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 Limited Offering Memorandum.

RED HERRING LANGUAGE

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. The Series 2024 Bonds may not be sold nor may offers to buy be accepted prior to the time the Limited Offering Memorandum is delivered in final form. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of the Series 2024 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Pete Williams, Chair
Sandy Foster*, Vice Chair
John Leinaweaver*, Assistant Secretary
Dale Weidemiller*, Assistant Secretary
John Blakley, Assistant Secretary

DISTRICT MANAGER/ASSESSMENT CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Vogler Ashton, PLLC
Palmetto, Florida

CONSULTING ENGINEER

AM Engineering, LLC
Sarasota, Florida

BOND COUNSEL

Bryant Miller Olive P.A.
Orlando, Florida

* Affiliate or employee of the Landowner and/or the Developer (each as defined herein).

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesperson or other person has been authorized by the District, Sarasota County, Florida, the State of Florida or the Underwriter (as defined herein) 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. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Consulting Engineer, the Assessment Consultant, the Landowner, the Developer (each as defined herein) and other sources that are believed by the Underwriter to be reliable.

The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

At closing, the District, the District Manager, the Consulting Engineer, the Assessment Consultant, the Landowner and the Developer will each deliver certificates certifying that certain of the information supplied by each does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. 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 with respect to the matters described herein since the date hereof.

The Series 2024 Bonds have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in such acts. The registration, qualification or exemption of the Series 2024 Bonds in accordance with the applicable securities law provisions of any jurisdictions wherein these securities have been or will be registered, qualified or exempted should not be regarded as a recommendation thereof. Neither Sarasota County, Florida, the State of Florida, nor any of its subdivisions or agencies have guaranteed or passed upon the merits of the Series 2024 Bonds, upon the probability of any earnings thereon or upon the accuracy or adequacy of this Limited Offering Memorandum.

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget," or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results,

performance or achievements expressed or implied by such forward-looking statements. The District, the Landowner and the Developer do not plan to issue any updates or revisions to those forward-looking statements if or when any of their expectations, events, conditions or circumstances on which such statements are based occur, other than as described under "CONTINUING DISCLOSURE" herein.

The order and placement of materials in this Limited Offering Memorandum, including the appendices, are not to be deemed a determination of relevance, materiality or importance, and this Limited Offering Memorandum, including the appendices, must be considered in its entirety. The captions and headings in this Limited Offering Memorandum are for convenience of reference only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections in this Limited Offering Memorandum.

This Limited Offering Memorandum is being provided to prospective purchasers in electronic format on the following websites: www.munios.com and www.emma.msrb.org. This Limited Offering Memorandum may be relied upon only as printed in its entirety directly from either of such websites.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Limited Offering Memorandum for any purpose, including for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

This Limited Offering Memorandum is not, and shall not be deemed to constitute, an offer to sell, or the solicitation of an offer to buy, real estate, which may only be made pursuant to offering documents satisfying applicable federal and state laws relating to the offer and sale of real estate.

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

relating to

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT (Sarasota County, Florida)

\$6,960,000*	\$12,550,000*
Capital Improvement Revenue Bonds, Series 2024A	Capital Improvement Revenue Bonds, Series 2024B

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Lakes of Sarasota Community Development District (the "District") in connection with the offering and issuance by the District of its \$6,960,000* Capital Improvement Revenue Bonds, Series 2024A (the "Series 2024A Bonds") and its \$12,550,000* Capital Improvement Revenue Bonds, Series 2024B (the "Series 2024B Bonds" and, together with the Series 2024A Bonds, the "Series 2024 Bonds").

The Series 2024 Bonds are being issued pursuant to the Act (hereinafter defined) and a Master Trust Indenture dated as of April 1, 2021 (the "Master Indenture"), between 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 a Third Supplemental Trust Indenture dated as of August 1, 2024, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), and resolutions adopted by the Board of Supervisors of the District (the "Board") on February 12, 2020 and July [10], 2024, authorizing the issuance of the Series 2024 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture, which appears in composite APPENDIX C attached hereto.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), the Florida Constitution, and other applicable provisions of law, and established by Ordinance No. 2019-051, enacted by the Board of County Commissioners of Sarasota County, Florida (the "County"), and effective on December 11, 2019 (the "Ordinance"). The District was established for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District. The boundaries of the District include approximately 533.302 acres of land located entirely within an unincorporated area of the County (the "District Lands"). For more complete information about the District, the Board and the District Manager (hereinafter defined), see "THE DISTRICT" herein.

The Act authorizes the District to issue bonds for the purposes, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, recreational

facilities and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Under the Constitution and laws of the State of Florida (the "State"), including the Act, the District has the power and authority to levy non-ad valorem assessments upon the District Lands and to issue bonds for the purposes of providing community development services and facilities, including those financed with the proceeds of the Series 2024 Bonds as described herein.

Consistent with the requirements of the Indenture and the Ordinance, the Series 2024 Bonds are being issued to (a) finance a portion of the Cost of the Series 2024 Project (hereinafter defined), (b) pay certain costs associated with the issuance of the Series 2024 Bonds, (c) make deposits into the Series 2024A Reserve Account and the Series 2024B Reserve Account to be held jointly for the benefit of all of the Series 2024 Bonds, without privilege or priority of one Series 2024 Bond over another, and (d) pay a portion of the interest to become due on the Series 2024 Bonds.

The District is currently planned to include 928 residential units within a gated community featuring resort-style amenities. The capital improvement program for the District (the "CIP") consists of certain infrastructure improvements for the benefit of the District Lands, including drainage (including curb), water and wastewater, reclaimed and irrigation distribution, clearing earthwork, offsite roadway improvements, offsite utility improvements, professional fees and contingency. The portion of the CIP to be financed in part with proceeds of the Series 2024 Bonds is hereinafter referred to as the "Series 2024 Project." See "THE CAPITAL IMPROVEMENT PROGRAM" and "THE DEVELOPMENT" herein.

The Series 2024 Bonds are payable from and secured by the Series 2024 Trust Estate, including the revenues received by the District from the Series 2024 Assessments and amounts in the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture. The Series 2024 Assessments will initially be levied against the gross acreage constituting the third phase of the District ("Phase 3"), consisting of approximately 192 acres, but ultimately assigned to 360 residential units anticipated to be developed therein (the "Series 2024 Assessment Area") that are subject to assessment as a result of the Series 2024 Project as described in the Assessment Report (hereinafter defined).

The Series 2024 Assessments represent an allocation of a portion of the costs of the Series 2024 Project, including bond financing costs, to certain lands within the District in accordance with the Assessment Report. The Assessment Report and assessment resolutions with respect to the Series 2024 Assessments (collectively, the "Assessment Proceedings") permit the prepayment in part or in full of the Series 2024 Assessments at any time without penalty, together with interest at the rate on the corresponding Series 2024 Bonds to the Quarterly Redemption Date that is more than forty-five (45) days next succeeding the date of prepayment. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto.

Subsequent to the issuance of the Series 2024 Bonds, the District may cause one or more Series of Bonds to be issued pursuant to the Master Indenture, subject to the terms and conditions thereof. Bonds may be issued for the purpose of paying all or part of the Cost of a Series Project or refunding an Outstanding Series of Bonds or any portion thereof. The

District covenants and agrees in the Supplemental Indenture that so long as there are any Series 2024 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2024 Trust Estate other than Bonds issued to refund the Outstanding Series 2024 Bonds. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2024A Assessments have not been Substantially Absorbed and the Series 2024B Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2024 Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments at any time on property subject to the Series 2024 Assessments which the District certifies are necessary for health, safety, and welfare reasons, to remediate a natural disaster, imposed prior to the issuance of the Series 2024 Bonds, or Operation and Maintenance Assessments. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which the principal amount of the Series 2024A Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2024A Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

There follows in this Limited Offering Memorandum a brief description of the District and the Development (hereinafter defined), together with summaries of the terms of the Series 2024 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2024 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture, which appears in composite APPENDIX C attached hereto.

SUITABILITY FOR INVESTMENT

Investment in the Series 2024 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or MBS Capital Markets, LLC (the "Underwriter") to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2024 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

While the Series 2024 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2024 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2024 Bonds only to, "accredited investors," as such term is utilized in Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2024 Bonds.

Prospective investors in the Series 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2024 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

DESCRIPTION OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds are issuable as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof in minimum aggregate principal amounts of \$100,000 and integral multiples of \$5,000 in excess of \$100,000.

The Series 2024 Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2024 (each, an "Interest Payment Date") and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2024 Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Interest on the Series 2024 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Each Series 2024 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 (a) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event, such Series 2024 Bond shall bear interest from its date.

Debt Service on each Series 2024 Bond shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner 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, 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 Bond Registrar as the registered Owner of a Series 2024 Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation thereof 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"), unless the Series 2024 Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the

registered Owner 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 owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds).

The Series 2024 Bonds will initially be registered in the name of Cede & Co., as Nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2024 Bonds and, so long as the Series 2024 Bonds are held in book-entry only form, Cede & Co. will be considered the registered Owner for all purposes hereof. See "- Book-Entry Only System" below for more information about DTC and its book-entry only system.

Redemption Provisions

Optional Redemption. The Series 2024A Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20__, at the Redemption Price of the principal amount of the Series 2024A Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2024B Bonds are not subject to redemption prior to maturity at the option of the District.

Mandatory Sinking Fund Redemption. The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

* Final maturity

The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2024A Bond maturing May 1, 20__, is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2024A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

As more particularly set forth in the Indenture, any Series 2024A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024A Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2024A Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2024A Bonds as set forth in the Supplemental Indenture.

The Series 2024B Bonds are not subject to mandatory sinking fund redemption.

Extraordinary Mandatory Redemption. The Series 2024A Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account to the Series 2024A Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024A Prepayment Principal and any excess on deposit in the Series 2024A Reserve Account as a result of the deposit of such Series 2024A Prepayment Principal, required by the Indenture to be deposited into the Series 2024A Prepayment Subaccount; or

(c) from amounts transferred to the Series 2024A Prepayment Subaccount resulting from a reduction in the Series 2024A Reserve Account Requirement as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2024A Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024A Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2024A Bonds shall be called for redemption, the particular Series 2024A Bonds or portions of Series 2024A Bonds to be redeemed shall, unless otherwise provided in the Indenture, be selected by lot by the Bond Registrar as provided in the Indenture.

The Series 2024B Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Quarterly Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2024 Project, by application of moneys transferred from the Series 2024 Acquisition and Construction Account to the Series 2024B Prepayment Subaccount in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2024B Prepayment Principal and any excess on deposit in the Series 2024B Reserve Account as a result of the deposit of such Series 2024B Prepayment Principal, required by the Indenture to be deposited into the Series 2024B Prepayment Subaccount; or

(c) on the date on which the amount on deposit in the Series 2024B Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2024B Bonds then Outstanding, including accrued interest thereon.

Although not obligated to do so, the Landowner and the Developer currently anticipate prepaying all of the Series 2024B Assessments at the time of home closing with a retail buyer. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein for a breakdown of the estimated Series 2024 Assessments to be levied on the lands within the Series 2024 Assessment Area.

Notice of Redemption

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond

Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

Book-Entry Only System

THE INFORMATION IN THIS CAPTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM DTC AND NEITHER THE DISTRICT NOR THE UNDERWRITER 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 Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered bonds 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 bond certificate will be issued for each maturity of each Series of the Series 2024 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "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 (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission ("SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 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 Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an 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 made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2024 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2024 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 Bond Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2024 Bonds. 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 the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2024 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bond certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2024 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds are payable from and secured by the revenues received by the District from the Series 2024 Assessments and amounts in the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture (collectively, the "Series 2024 Trust Estate"). Series 2024 Assessments will be allocated as described in "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein. The Series 2024 Assessments represent an allocation of the costs of the Series 2024 Project,

including bond financing costs, to certain benefited land within the District in accordance with the Assessment Report attached hereto as composite APPENDIX B.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE. THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE 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 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 SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2024 BONDS SHALL BE PAYABLE FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 TRUST ESTATE PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND IN THE INDENTURE.

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the Supplemental Indenture that so long as there are any Series 2024 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2024 Trust Estate other than Bonds issued to refund the Outstanding Series 2024 Bonds. The District further covenants and agrees in the Supplemental Indenture that so long as the Series 2024A Assessments have not been Substantially Absorbed and the Series 2024B Bonds are Outstanding, it shall not issue any Additional Bonds secured by Assessments for capital projects on lands subject at such time to the Series 2024 Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of capital Assessments at any time on property subject to the Series 2024 Assessments which the District certifies are necessary for health, safety, and welfare reasons, to remediate a natural disaster, imposed prior to the issuance of the Series 2024 Bonds, or Operation and Maintenance Assessments. "Substantially Absorbed" is defined in the Supplemental Indenture to mean the date on which the principal amount of the Series 2024A Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2024A Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2024 ASSESSMENTS PLEDGED AS SECURITY FOR THE SERIES 2024 BONDS, THE DISTRICT, THE COUNTY, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF ASSESSMENTS WHICH INCLUDES THE SERIES 2024 ASSESSMENTS SECURING

THE SERIES 2024 BONDS. See "- Enforcement and Collection of Series 2024 Assessments" below.

Funds and Accounts

The Supplemental Indenture requires that the Trustee establish, as needed, the following Accounts: (a) within the Acquisition and Construction Fund, a Series 2024 Acquisition and Construction Account and a Series 2024 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2024 Debt Service Account and therein a Series 2024A Sinking Fund Account, a Series 2024A Interest Account, a Series 2024A Capitalized Interest Account, a Series 2024B Principal Account, a Series 2024B Interest Account, and a Series 2024B Capitalized Interest Account, and (ii) a Series 2024 Redemption Account and therein a Series 2024A Prepayment Subaccount, a Series 2024A Optional Redemption Subaccount, and a Series 2024B Prepayment Subaccount; (c) within the Reserve Fund, a Series 2024A Reserve Account and a Series 2024B Reserve Account (together, the "Series 2024 Reserve Accounts"), which Series 2024 Reserve Accounts shall be jointly held for the benefit of all Series 2024 Bonds, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another; (d) within the Revenue Fund, a Series 2024 Revenue Account; and (e) within the Rebate Fund, a Series 2024 Rebate Account.

Series 2024 Reserve Accounts

The Series 2024A Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2024A Reserve Account Requirement and the Series 2024B Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2024B Reserve Account Requirement.

"Series 2024A Reserve Account Requirement" is defined in the Supplemental Indenture to mean, on the date of issuance and until such time as the Reserve Account Release Conditions have been met, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2024A Bonds as of the time of any such calculation, which on the date of issuance of the Series 2024A Bonds is equal to \$_____. At such time as the Reserve Account Release Conditions have been met and thereafter, the Series 2024A Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2024A Bonds as of the time of any such calculation. Excess amounts on deposit in the Series 2024A Reserve Account as a result of the Reserve Account Release Conditions having been met shall be transferred as provided in Section 405 of the Supplemental Indenture.

"Reserve Account Release Conditions" is defined in the Supplemental Indenture to mean, with respect to the Series 2024A Reserve Account, collectively, that (a) all residential units/homes to be subject to the Series 2024 Assessments have been built, sold and closed with end-users, (b) all Series 2024 Assessments are being collected pursuant to the Uniform Method, (c) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2024 Bonds, and (d) no Series 2024B Bonds remain Outstanding. The District shall provide a written certification to the Trustee certifying that the events in clauses (a) and (b) have occurred and affirming clauses (c) and (d), on which certification the Trustee may conclusively rely (collectively, the "Reserve Release Certifications").

"Series 2024B Reserve Account Requirement" is defined in the Supplemental Indenture to mean an amount equal to 100% of the maximum annual interest requirement for all Outstanding Series 2024B Bonds as of the time of any such calculation, which on the date of issuance of the Series 2024B Bonds is equal to \$_____.

Except as otherwise provided in the Indenture, amounts on deposit in the Series 2024 Reserve Accounts shall be used on a pro rata basis only for the purpose of making payments into the Series 2024A Interest Account, the Series 2024A Sinking Fund Account, the Series 2024B Interest Account and the Series 2024B Principal Account to pay Debt Service on the Series 2024 Bonds, when due, without distinction as to Series 2024 Bonds and without privilege or priority of one Series 2024 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. The Series 2024 Reserve Accounts shall consist only of cash and Investment Obligations.

Upon satisfaction of the Reserve Account Release Conditions, an Authorized Officer of the District shall recalculate the Series 2024A Reserve Account Requirement and instruct the Trustee to transfer any excess as a result of having met such release conditions to the Series 2024 Acquisition and Construction Account to be used for the purposes of such Account unless the Series 2024 Acquisition and Construction Account has been closed in which case such excess shall be transferred to the Series 2024A Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2024A Bonds.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the District shall recalculate the Series 2024A Reserve Account Requirement taking into account any Series 2024A Prepayment Principal on deposit in the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2024A Reserve Account as a result of such Series 2024A Prepayment Principal to the Series 2024A Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amount in the Series 2024A Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2024A Bonds on a pro rata basis on the earliest date permitted for redemption therein and in the Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2024A Reserve Account sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2024A Bonds, together with accrued interest on such Series 2024A 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 Series 2024A Reserve Account into the Series 2024A Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024A Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day) the District shall recalculate the Series 2024B Reserve Account Requirement taking into account any Series 2024B Prepayment Principal on deposit in the Series 2024B

Prepayment Subaccount of the Series 2024 Redemption Account and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2024B Reserve Account as a result of such Series 2024B Prepayment Principal to the Series 2024B Prepayment Subaccount as a credit against the Prepayment otherwise required to be made by the owner of such lot or parcel. Following the foregoing transfer, such amount in the Series 2024B Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2024B Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations.

On the earliest date on which there is on deposit in the Series 2024B Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2024B Bonds, together with accrued interest on such Series 2024B 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 Series 2024B Reserve Account into the Series 2024B Prepayment Subaccount in the Series 2024 Redemption Account to pay and redeem all of the Outstanding Series 2024B Bonds on the earliest date permitted for redemption therein and in the Supplemental Indenture.

Anything in the Indenture to the contrary notwithstanding, amounts on deposit in the Series 2024 Reserve Accounts shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Series 2024 Revenue Account

(a) Pursuant to the Supplemental Indenture, the Trustee is authorized and directed to deposit into the Series 2024 Revenue Account any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2024 Revenue Account the Series 2024 Pledged Revenues other than Series 2024A Prepayment Principal and Series 2024B Prepayment Principal, which shall be identified by the District to the Trustee as such in writing upon deposit and which shall be deposited into the corresponding Prepayment Subaccount in the Series 2024 Redemption Account, and any other revenues required by other provisions of the Indenture to be deposited therein. The Trustee may conclusively rely on the assumption that, unless otherwise instructed in writing by the District at the time of deposit to the Trustee, Series 2024 Pledged Revenues paid to the Trustee shall be deposited into the Series 2024 Revenue Account, and that Series 2024 Pledged Revenues which the District informs the Trustee is Series 2024A Prepayment Principal or Series 2024B Prepayment Principal shall be deposited into the respective Prepayment Subaccount of the Series 2024 Redemption Account.

(c) (i) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2024A Bonds (or if such forty-fifth (45th) day is not a Business Day,

on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2024A Prepayment Subaccount of the Series 2024 Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024A Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024A Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024A Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024A Bonds set forth in the form of the Series 2024A Bonds attached to the Supplemental Indenture, Section 301 of the Supplemental Indenture, and Article III of the Master Indenture.

(ii) On the forty-fifth (45th) day preceding each Quarterly Redemption Date with respect to the Series 2024B Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forth-fifty (45th) day), the Trustee shall determine the amount on deposit in the Series 2024B Prepayment Subaccount of the Series 2024 Redemption Account and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024B Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next highest integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024B Bonds in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024B Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024B Bonds set forth in the form of Series 2024B Bonds attached to the Supplemental Indenture, Section 301 of the Supplemental Indenture, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day next preceding such May 1 or November 1), the Trustee shall first transfer (i) from the Series 2024A Capitalized Interest Account to the Series 2024A Interest Account the lesser of (x) the amount of interest coming due on the Series 2024A Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024A Capitalized Interest Account, and (ii) from the Series 2024B Capitalized Interest Account to the Series 2024B Interest Account the lesser of (x) the amount of interest coming due on the Series 2024B Bonds on such May 1 or November 1, less the amount already on deposit therein, or (y) the amount remaining in the Series 2024B Capitalized Interest Account.

(e) 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 next preceding such May 1 or November 1), the Trustee shall then transfer from the amounts on deposit in the Series 2024 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, on a pro rata basis, to the Series 2024A Interest Account, an amount equal to the amount of interest payable on all Series 2024A Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024A Capitalized Interest Account in accordance with Sections 403(b) and 408(d) of the Supplemental Indenture, and less any other amount already on deposit in the Series 2024A Interest Account not previously credited, and to the Series 2024B Interest Account, an amount equal to the amount of interest payable on all Series 2024B Bonds then Outstanding on such May 1 or November 1, less any amount transferred from the Series 2024B Capitalized Interest Account in accordance with Sections 403(c) and 408(d) of the Supplemental Indenture, and less any other amount already on deposit in the Series 2024B Interest Account not previously credited;

SECOND, on a pro rata basis, on May 1, 20__, and each May 1 thereafter, to the Series 2024A Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024A Bonds subject to mandatory sinking fund redemption on such May 1, and the amount already on deposit in the Series 2024A Sinking Fund Account not previously credited, and on May 1, 20__, to the Series 2024B Principal Account the amount, if any, equal to the principal amount of Series 2024B Bonds Outstanding and maturing on such May 1, 20__, less any amounts on deposit in the Series 2024B Principal Account not previously credited;

THIRD, on a pro rata basis, to the Series 2024A Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024A Reserve Account Requirement, and to the Series 2024B Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2024B Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Series 2024 Revenue Account.

(f) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2024 Revenue Account to the Series 2024 Rebate Account established for the Series 2024 Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing, if any, to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants.

(g) On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the Trustee shall, at the written direction of the District, (i) if the Date of Completion of the Series 2024 Project has not been established, transfer to the Series 2024 Acquisition and Construction Account the balance on deposit in the Series 2024 Revenue Account on such November 2 to be used for the purpose of such Account, or (ii) if the Date of Completion of the Series 2024 Project has been established, transfer to the District the balance on deposit in the Series 2024 Revenue Account on such November 2 to be used for any lawful District purpose; provided, however, that on the date of either such proposed transfer the Trustee shall not have received written notice of an Event of Default under the Indenture relating to the Series 2024 Bonds, including the payment of Trustee's fees and expenses then due.

Investments

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Investment Obligations, and further, earnings on the Series 2024 Acquisition and Construction Account, the Series 2024A Interest Account, the Series 2024A Capitalized Interest Account, the Series 2024B Interest Account and the Series 2024B Capitalized Interest Account, shall be retained, as realized, in such Accounts and used for the purposes of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2024 Reserve Accounts and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2024 Reserve Accounts shall be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2024 Reserve Accounts as of the most recent date on which amounts on deposit in the Series 2024 Reserve Accounts were valued by the Trustee, and if no withdrawals have been made from the Series 2024 Reserve Accounts since such date which have created a deficiency, then earnings on investments in the Series 2024 Reserve Accounts shall be deposited through November 1, 2025, on a pro rata basis, into the Series 2024A Capitalized Interest Account and the Series 2024B Capitalized Interest Account, and, thereafter earnings in the Series 2024 Reserve Accounts shall be allocated to and deposited into the Series 2024 Revenue Account and used for the purpose of such Account; and

(b) if as of the last date on which amounts on deposit in the Series 2024 Reserve Accounts were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture), or if after such date withdrawals have been made from the Series 2024 Reserve Accounts and have created such a deficiency, then earnings on investments in the Series 2024 Reserve Accounts shall be deposited on a pro rata basis into the Series 2024 Reserve Accounts until the amounts on deposit therein are equal to the Series 2024A Reserve Account Requirement and/or Series 2024B Reserve Account Requirement, as applicable, and then earnings on investments in the Series 2024 Reserve Accounts shall be deposited through November 1, 2025, on a pro rata basis, into the Series 2024A Capitalized Interest Account and Series 2024B Capitalized Interest Account, and thereafter shall be allocated to and deposited into the Series 2024 Revenue Account and used for the purpose of such Account.

Notwithstanding the foregoing, if there is a deficiency in the Series 2024 Reserve Accounts, prior to the deposit of any earnings in the Series 2024 Revenue Account, the amount of such proposed transfer shall instead be deposited on a pro rata basis into the Series 2024 Reserve Accounts until the balances on deposit therein are equal to the Series 2024A Reserve Account Requirement and Series 2024B Reserve Account Requirement.

Series 2024 Acquisition and Construction Account

Amounts on deposit in the Series 2024 Acquisition and Construction Account shall be applied to pay Costs of the Series 2024 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and the form attached as Exhibit A to the Master Indenture. The Trustee shall have no duty to review the requisition

to determine if the amount requested is for payment of a cost permitted under the Indenture. Anything in the Master Indenture to the contrary notwithstanding, the Consulting Engineer shall establish a Date of Completion for the Series 2024 Project, and any balance remaining in the Series 2024 Acquisition and Construction Account (taking into account the moneys currently on deposit therein to pay any accrued but unpaid Costs of the Series 2024 Project which are required to be reserved in the Series 2024 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be deposited first to the Series 2024B Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2024B Bonds until such Series 2024B Bonds are no longer Outstanding and then to the Series 2024A Prepayment Subaccount to be applied to the extraordinary mandatory redemption of the Series 2024A Bonds in accordance with Section 301 of the Supplemental Indenture and in the manner prescribed in the respective forms of Series 2024 Bonds set forth as Exhibit B to the Supplemental Indenture. Notwithstanding the foregoing, the District shall not establish a Date of Completion for the Series 2024 Project until either (a) the Reserve Account Release Conditions have been satisfied and all moneys that have been transferred from the Series 2024A Reserve Account to the Series 2024 Acquisition and Construction Account as a result of such release conditions having been satisfied pursuant to Section 405 of the Supplemental Indenture have been expended, or (b) the Consulting Engineer has certified in writing to the District and the Trustee that the amounts on deposit in the Series 2024 Acquisition and Construction Account are in excess of the amounts needed to complete the Series 2024 Project. After there are no funds therein and the Date of Completion of the Series 2024 Project has been established, the Series 2024 Acquisition and Construction Account shall be closed.

Agreement for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2024 Bonds, Neal Communities of Southwest Florida, LLC, a Florida limited liability company (the "Developer"), Grand Park Holding, LLC, a Florida limited liability company (the "Landowner"), and the District will enter into an agreement (the "Assignment Agreement"). The following description of the Assignment Agreement is qualified in its entirety by reference to the Assignment Agreement. Pursuant to the Assignment Agreement, the Developer and the Landowner collaterally assign to the District, to the extent assignable on a non-exclusive basis, all of the Developer's and Landowner's development rights, land use entitlements and authorizations, approvals and permits relating to the development of the Development (the "Development and Contract Rights") as security for the Landowner's payment and performance and discharge of its obligation to pay the Series 2024 Assessments when due. The assignment will become effective upon failure of the Landowner to pay the Series 2024 Assessments levied against the lands owned by the Landowner. Such Assignment is by its terms given on a non-exclusive basis, such that the Development and Contract Rights may be collaterally assigned on a non-exclusive basis to any party having a legal and/or equitable interest in and to the lands in the Development and each assignee has a right to utilize the Development and Contract Rights to their fully permitted capacity to cause the completion of the development of the Development.

Assignment of District's Rights under Assignment Agreement

Subject to the terms of the Assignment Agreement and without intending to alter the same, pursuant to the Supplemental Indenture, the District assigns its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2024 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Assignment Agreement by virtue of such assignment.

Completion Agreement

In connection with the issuance of the Series 2024 Bonds, the District, the Landowner and the Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Landowner and the Developer will agree to provide funds to complete the Series 2024 Project to the extent that proceeds of the Series 2024 Bonds are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True-Up Agreement

In connection with the issuance of the Series 2024 Bonds, the District and the Landowner will enter into an agreement (the "True-Up Agreement") pursuant to which the Landowner agrees to pay, when requested by the District, any amount of the Series 2024 Assessments allocated to unplatted acres on lands owned by the Landowner in excess of the allocation in place at the time of issuance of the Series 2024 Bonds pursuant to the Assessment Report or any update thereto.

Enforcement of Completion Agreement and True-Up Agreement

Pursuant to the Indenture, the District, either through its own actions or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, may, subject to the provisions of Section 912 of the Master Indenture, act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

Owner Direction and Consent with Respect to Series 2024 Acquisition and Construction Account upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, the Series 2024 Bonds are secured solely by the Series 2024 Pledged Revenues and Series 2024 Pledged Funds comprising the Series 2024 Trust Estate. Anything in the Indenture to the contrary notwithstanding, the District acknowledges that (a) the Series 2024 Pledged Funds include, without limitation, all amounts on deposit in the Series 2024 Acquisition and Construction Account then held by

the Trustee, (b) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2024 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Series 2024 Project and payment is for such work, and (c) upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, the Series 2024 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2024 Project after the occurrence of an Event of Default unless authorized in writing by the Majority Owners.

Events of Default

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture with respect to the Series 2024 Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) any payment of Debt Service on the Series 2024 Bonds is not made when due;
- (b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2024 Project;
- (d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) any portion of the Series 2024 Assessments shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amounts on deposit in the Series 2024 Reserve Accounts to pay Debt Service on the Series 2024 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually

withdraw such funds from the Series 2024 Reserve Accounts to pay Debt Service on the Series 2024 Bonds);

(h) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2024 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2024 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2024 Bonds then Outstanding and affected by such default; and

(i) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to the Series 2024 Assessments are not paid by the date such are due and payable; provided, however, that such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied.

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2024 Bonds. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners of the Series 2024 Bonds and allowed pursuant to federal or State law, the District acknowledges and agrees that (a) upon failure of any property owner to pay an installment of Series 2024 Assessments collected directly by the District when due, that the entire Series 2024 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel, and (b) 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.

Provisions Relating to Bankruptcy or Insolvency of Landowner

The provisions of Section 913 of the Master Indenture, as summarized below, 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, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Series 2024 Assessments pledged to the Series 2024 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

The District acknowledges and agrees in the Indenture that, although the Series 2024 Bonds were issued by the District, the Owners of the Series 2024 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 an Insolvent Taxpayer:

(a) the District agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2024 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, the Outstanding Series 2024 Bonds or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within forty-five (45) days following request for consent);

(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 Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, the Series 2024 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(c) the District agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within forty-five (45) days following request for consent);

(d) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, would have the right to pursue and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2024 Assessments relating to the Series 2024 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(e) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2024 Assessments relating to the Series

2024 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2024 Assessments pledged to the Series 2024 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

The District acknowledges and agrees in the Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2024 Assessments relating to the Series 2024 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (d) above.

Enforcement and Collection of Series 2024 Assessments

The primary source of payment for the Series 2024 Bonds is the Series 2024 Assessments imposed on each landowner within the Series 2024 Assessment Area which is specially benefited by the Series 2024 Project. To the extent that landowners fail to pay such Series 2024 Assessments, delay payments, or are unable to pay such Series 2024 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds. The Act provides for various methods of collection of delinquent special assessments by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of special assessment payment and collection procedures appearing in the Florida Statutes.

Pursuant to the Indenture, when permitted by law, Series 2024A Assessments levied on platted lots and pledged to secure the Series 2024 Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes (the "Uniform Method"), and Series 2024A Assessments levied on unplatted land and pledged to secure the Series 2024 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

Anything in the Indenture to the contrary notwithstanding, Series 2024B Assessments shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, unless otherwise

directed by the Trustee acting at the direction of the Majority Owners during an Event of Default.

All Series 2024 Assessments that are collected directly by the District 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 Series 2024 Assessments shall not be deemed to be Delinquent Assessments unless and until such Series 2024 Assessments are not paid by the applicable Interest Payment Date with respect to which they have been billed.

If the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2024 Assessment, then such Series 2024 Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2024 Assessment, the District either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Series 2024 Bonds, declare the entire unpaid balance of such Series 2024 Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants in the Indenture to furnish, at its expense, to any Owner of Series 2024 Bonds so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, to the extent such information is reasonably available to the District, together with a copy of the District's annual audit and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2024 Bonds are sold by the Tax Collector (hereinafter defined) pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Series 2024 Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2024 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2024 Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2024 Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such

lease or sale into the Series 2024 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2024 Bonds within thirty (30) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

THERE CAN BE NO ASSURANCE THAT ANY SALE, PARTICULARLY A BULK SALE, OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Additional Covenants Regarding Assessments

The District covenants in the Supplemental Indenture to comply with the terms of the proceedings heretofore adopted with respect to the Series 2024 Assessments, including the Assessment Report, and to levy the Series 2024 Assessments and any required true-up payments set forth in the Assessment Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due. The Assessment Report shall not be materially amended without the prior written consent of the Majority Owners.

Re-Assessment

Pursuant to the Master Indenture, if any Series 2024 Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2024 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2024 Assessments when it might have done so, the District shall either (a) take all necessary steps to cause a new Series 2024 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (b) in its sole discretion, make up the amount of such Series 2024 Assessment from legally available moneys, which moneys shall be deposited into the Series 2024 Revenue Account. In case any such subsequent Series 2024 Assessment shall also be annulled, the District shall obtain and make other Series 2024 Assessments until a valid Series 2024 Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2024 Bonds is the revenues received by the District from the collection of Series 2024 Assessments imposed on certain lands in the District specially benefited by the Series 2024 Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B - ASSESSMENT REPORT" attached hereto.

The imposition, levy, and collection of Series 2024 Assessments must be done in compliance with the provisions of State law. Failure by the District, the Sarasota County Tax Collector (the "Tax Collector") or the Sarasota County Property Appraiser (the "Property

Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2024 Assessments during any year. Such delays in the collection of Series 2024 Assessments, or complete inability to collect any Series 2024 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2024 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Series 2024 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds.

For the Series 2024 Assessments to be valid, the Series 2024 Assessments must meet two requirements: (a) the benefit from the Series 2024 Project to the lands subject to the Series 2024 Assessments must exceed or equal the amount of the Series 2024 Assessments; and (b) the Series 2024 Assessments must be fairly and reasonably allocated across all such benefited properties. At closing, the Assessment Consultant (hereinafter defined) will certify that these requirements have been met with respect to the Series 2024 Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2024 Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. Initially, and for undeveloped properties owned by the Landowner and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Series 2024 Assessments and will enforce such bill through foreclosure proceedings. As lands are platted, the Series 2024A Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. Pursuant to the Indenture, Series 2024B Assessments will be collected directly by the District and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners during an Event of Default. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX B – ASSESSMENT REPORT" attached hereto. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapter 170, Florida Statutes, and the Act, the District may directly levy, collect and enforce the Series 2024 Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2024 Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one-year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same

manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2024 Assessments and the ability to foreclose the lien of such Series 2024 Assessments upon the failure to pay such Series 2024 Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2024 Assessments. See "BONDOWNERS' RISKS" herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands, the District may alternatively elect to collect the Series 2024 Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2024 Assessments to be levied and collected in this manner.

If the Uniform Method is used, the Series 2024 Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments, including the Series 2024 Assessments, are to be billed together and landowners in the District are required to pay all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2024 Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2024 Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Series 2024 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 Debt Service on the Series 2024 Bonds.

Under the Uniform Method, if the Series 2024 Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (1%) in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2024 Bonds that (a) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2024 Assessments, (b) future landowners and taxpayers in the District will pay such Series 2024 Assessments, (c) a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (d) the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2024 Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2024 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2024 Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than eighteen percent (18%)).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently eighteen percent (18%). The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2024 Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such 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 affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) 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 (2) 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 (7) years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two (2) years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on 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. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the governing board of the County that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its

rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three (3) years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2024 Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2024 Assessments, which are the primary source of payment of the Series 2024 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

THE DISTRICT

General

The District is a local unit of special purpose government duly organized and existing under the provisions of the Act and established by the Ordinance. The boundaries of the District include approximately 533.302 acres of land located entirely within an unincorporated area of the County and are coterminous with the boundaries of the Development.

Legal Powers and Authority

The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy and assess ad valorem taxes or non-ad valorem assessments, including the Series 2024 Assessments, on all taxable real property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to

the Act, such assessments may be levied, collected and enforced in the same manner and time as county property taxes.

Among other provisions, the Act gives the District's Board of Supervisors the authority to: (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) district roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the State, or the federal government; street lights; alleys; landscaping; hardscaping; undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (v) any other project, facility or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses; and security, including, but not limited to, guardhouses, fences and gates, and electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are collectively performed by the County and its departments of government.

The 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 Series 2024 Bonds.

Board of Supervisors

The Act provides for a five-member Board of Supervisors (as previously defined, the "Board") to serve as the governing body of the District. Members of the Board must be residents of the State and citizens of the United States. Pursuant to the Act, six (6) years after establishment and after 250 qualified electors reside within the District, the seats of Board members whose terms expire are filled by votes of the qualified electors of the District, except as described below. A qualified elector is a registered voter who is a resident of the District and the State and a citizen of the United States. At the election where Board members are first elected by qualified electors, two Board members must be qualified electors

and be elected by qualified electors, both to four-year terms. A third Board member is elected through an election of the landowners of the District. Thereafter, as terms expire, all Board members must be qualified electors and are elected to serve four-year terms with staggered expiration dates in the manner set forth in the Act. The current members of the Board and their respective term expiration dates are set forth below.

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>
Pete Williams	Chair	November 2026
Sandy Foster*	Vice Chair	November 2024
John Leinaweaver*	Assistant Secretary	November 2024
Dale Weidemiller*	Assistant Secretary	November 2024
John Blakley	Assistant Secretary	November 2026

* Affiliate or employee of the Landowner and/or the Developer.

The Act empowers the Board to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (a) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (b) maintaining and operating the equipment owned by the District, and (c) performing such other duties as may be prescribed by the Board.

Wrathell, Hunt & Associates, LLC, has been retained as the firm to provide district management services for the District (in such capacity, the "District Manager"). The District Manager's office is located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 and their phone number is (561) 571-0010.

The District Manager's typical responsibilities can briefly be summarized as directly overseeing and coordinating the District's planning, financing, purchasing, staffing, and reporting and acting as governmental liaison for the District. The District Manager's responsibilities also include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Bryant Miller Olive P.A., Orlando, Florida, as Bond Counsel; Vogler Ashton, PLLC, Palmetto, Florida, as District Counsel; AM Engineering, LLC, Sarasota, Florida, as Consulting Engineer; and Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Assessment Consultant.

Outstanding Bonds

On April 16, 2021, the District issued its \$4,535,000 Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area One), Series 2021A-1 (the "Series 2021A-1 Bonds"), its \$6,235,000 Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area One), Series 2021A-2 (the "Series 2021A-2 Bonds" and together with the Series 2021A-1 Bonds, the "Series 2021A Bonds"), its \$4,445,000 Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area Two), Series 2021B-1 (the "Series 2021B-1 Bonds") and its \$6,565,000 Capital Improvement Revenue Bonds (Phase 1 Project/Assessment Area Two), Series 2021B-2 (the "Series 2021B-2 Bonds" and together with the Series 2021B-1 Bonds, the "Series 2021B Bonds" and, collectively with the Series 2021A Bonds, the "Series 2021 Bonds") to finance a portion of the cost of acquiring, constructing and equipping assessable improvements constituting the initial phase of the CIP (the "Phase 1 Project").

The current aggregate Outstanding principal amount of the Series 2021A Bonds is \$6,000,000. The special assessments securing the Series 2021A Bonds (the "Series 2021A Assessments") are levied on the 299 platted residential units within the initial phase of the District ("Phase 1"), which is a separate and distinct area from the area on which the Series 2024 Assessments are levied. The current aggregate Outstanding principal amount of the Series 2021B Bonds is \$10,735,000. The special assessments securing the Series 2021B Bonds (the "Series 2021B Assessments") are levied on the 269 platted residential units within the second phase of the District ("Phase 2"), which is a separate and distinct area from the area on which the Series 2024 Assessments are levied. See "THE DEVELOPMENT – Assessment Areas" herein.

THE CAPITAL IMPROVEMENT PROGRAM

AM Engineering, LLC (the "Consulting Engineer") prepared the Report of District Engineer dated January 2020 (the "Master Engineer's Report") describing the capital improvement program for the District (as previously defined, the "CIP") which is estimated to cost approximately \$42.5 million and includes drainage (including curb), water and wastewater, reclaimed and irrigation distribution, clearing earthwork, offsite roadway improvements, offsite utility improvements, professional fees and contingency. Enumeration of the costs of the CIP are provided in the table below.

Infrastructure	Total CIP
Drainage (including curb)	\$5,500,000
Water & Wastewater	7,500,000
Reclaimed/Irrigation Distribution	2,000,000
Clearing Earthwork & BMPs	7,000,000
Offsite Roadway Improvements	2,000,000
Offsite Utility Improvements	9,000,000
Professional Fees & Permitting	5,000,000
Contingency and Other	4,500,000
Total	\$42,500,000

The capital improvements described in the CIP will be constructed in multiple phases over time. The initial phase of the CIP was estimated to cost \$29.7 million and included certain master infrastructure improvements related to offsite roadway and utilities and

neighborhood infrastructure costs allocable to Phase 1 and Phase 2 of the Development (as previously defined, the "Phase 1 Project"). The District previously issued its Series 2021 Bonds to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$19.8 million. The remaining costs of the Phase 1 Project that were not previously funded with the Series 2021 Bonds total approximately \$9.9 million (the "Remaining Phase 1 Project"). The second phase of the CIP is estimated to cost approximately \$22.1 million and includes master infrastructure improvements supporting the entire Development and neighborhood infrastructure improvements supporting Phase 3 of the Development planned for 360 residential units (the "Phase 2 Project" and together with the Remaining Phase 1 Project, the "Series 2024 Project").

Detailed information concerning the Series 2024 Project is contained in the Supplemental Report of District Engineer for Series 2024 Project Infrastructure Improvements dated June 2024 (the "Supplemental Engineer's Report" and together with the Master Engineer's Report, the "Engineer's Report"). The Engineer's Report is attached hereto as composite APPENDIX A. Enumeration of the estimated costs of the Series 2024 Project is provided in the table below.

Infrastructure	Remaining Phase 1 Project	Phase 2 Project	Total Series 2024 Project
Drainage	\$ 0	\$6,000,000	\$6,000,000
Water & Wastewater	0	4,600,000	4,600,000
Irrigation Distribution	0	950,000	950,000
Clearing Earthwork & BMPs	0	5,000,000	5,000,000
Offsite Roadway Improvements	0	1,500,000	1,500,000
Professional Fees	0	2,000,000	2,000,000
Contingency	0	2,000,000	2,000,000
Remaining Phase 1 Project	9,909,380	0	9,909,380
Total	\$9,909,380	\$22,050,000	\$31,959,380

Proceeds of the Series 2024 Bonds in the approximate amount of \$16.83 million* will be utilized to acquire and/or construct a portion of the Series 2024 Project. The District does not intend to issue any additional Series of Bonds to fund additional portions of the CIP. The Developer anticipates using equity to fund the remaining portions of the CIP not funded with proceeds of the Series 2024 Bonds as well as the other development costs not included within the CIP (the "Private Costs").

The Private Costs for Phase 3 of the Development consist primarily of parks, recreation and community facilities, trail facilities, internal roadways, street lighting, entry features/signage and landscaping and are estimated to cost \$6.4 million. As described herein under "THE DEVELOPMENT – Product Type/Phasing," Phases 1 and 2 of the Development consisting of 568 residential lots are complete and a plat for such phases has been recorded. Further, development activities in Phase 3 planned for 360 residential units are currently underway with completion anticipated in the fourth quarter of 2024. The Developer estimates it has expended approximately \$81.0 million in development-related expenditures to date, including \$39.0 million towards the District's CIP, inclusive of bond proceeds, and \$42.0 million towards Private Costs.

* Preliminary, subject to change.

The Developer and the Landowner will enter into the Completion Agreement whereby the Developer and the Landowner will agree to complete those portions of the Series 2024 Project not funded with proceeds of the Series 2024 Bonds. The District cannot make any representation that the Developer or the Landowner will have sufficient funds to complete the Series 2024 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Completion Agreement" and "BONDOWNERS' RISKS – Completion of Series 2024 Project" herein.

ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS

The District's former assessment methodology consultant, PFM Financial Advisors LLC, prepared the Master Assessment Methodology Report dated February 12, 2020 (the "Master Assessment Report"), that allocates the total benefit derived from the District's CIP to the benefited lands in the District. In addition, Wrathell, Hunt & Associates, LLC (in such capacity, the "Assessment Consultant") prepared the Second Supplemental Assessment Methodology Report dated July [], 2024 (the "Supplemental Assessment Report" and, together with the Master Assessment Report, the "Assessment Report"), that allocates the Series 2024 Assessments to property within the District in proportion to the benefit derived from the Series 2024 Project. Once the final terms of the Series 2024 Bonds are determined, the Supplemental Assessment Report will be revised to reflect such final terms.

Initially, the Series 2024A Assessments securing the Series 2024A Bonds will be levied on an equal per acre basis over the gross acreage within Phase 3 of the District, which includes approximately 192 acres planned for 360 residential units (as previously defined, the "Series 2024 Assessment Area"). Pursuant to the allocation methodology set forth in the Assessment Report, the Series 2024A Assessments levied in connection with the Series 2024A Bonds will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within the Series 2024 Assessment Area. The Series 2024A Bonds were sized to correspond to the collection of Series 2024A Assessments from the 360 residential lots of the product types and numbers set forth in the table below planned within the Series 2024 Assessment Area. See "APPENDIX B – ASSESSMENT REPORT" attached hereto.

The Series 2024B Assessments levied in connection with the Series 2024B Bonds will initially be allocated over all acreage within the Series 2024 Assessment Area, as noted above. The Series 2024B Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within the Series 2024 Assessment Area. The Series 2024B Bonds were sized to correspond to the 360 residential lots planned within the Series 2024 Assessment Area that the Developer intends to develop into finished lots for home construction thereon and eventual sale to retail buyers thereafter.

The Series 2024A Assessments are expected to be paid annually over a thirty (30) year period while the Series 2024B Assessments are expected to be prepaid by the Landowner and/or the Developer at the time of a home closing with a retail buyer. The table below presents principal and annual amounts of the Series 2024 Assessments that will be levied on the lands within the Series 2024 Assessment Area in connection with the Series 2024 Bonds.

Product Type	Lot Width	# of Units	Est. Series 2024A Bonds Principal Per Unit	Est. Series 2024A Bonds Gross Annual Debt Service Per Unit	Est. Series 2024B Bonds Principal Per Unit	Est. Series 2024B Bonds Net Annual Debt Service Per Unit	Est. Total Series 2024 Debt Per Unit
Townhome	--	138	\$ 8,455	\$ 660	\$29,746	\$1,785	\$38,201
Single-family 33'	45'	11	19,311	1,508	25,714	1,543	45,025
Single-family 33'	52'	32	22,648	1,768	22,378	1,343	45,026
Single-family 40'	52'	3	22,648	1,768	31,928	1,916	54,576
Single-family 40'	57'	28	25,191	1,967	29,386	1,763	54,577
Single-family 45'	57'	98	25,191	1,967	36,207	2,172	61,398
Single-family 60'	72'	50	32,281	2,520	49,583	2,975	81,864
Total		360					

The following information appearing under the captions "THE DEVELOPMENT" and "THE LANDOWNER AND THE DEVELOPER" has been furnished by the Landowner and the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Beneficial Owners of the Series 2024 Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Landowner and the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of issuance of the Series 2024 Bonds, the Landowner and the Developer will represent in writing that the information herein under the captions "THE DEVELOPMENT" and "THE LANDOWNER AND THE DEVELOPER" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

THE DEVELOPMENT

General

Grand Park (the "Development") is an approximately 533-acre master-planned community located just west of Interstate 75 approximately fourteen (14) miles southeast of downtown Sarasota and fifteen (15) miles south of Lakewood Ranch. The Development is primarily bound on the west by Interstate 75, on the north by the Serenoa Lakes development, and on the east and south by undeveloped property. Access to the Development is via Ibis Street which connects to State Road 72 (Clark Road), a main east-west thoroughfare. An affiliated entity of the Developer purchased the lands bordering the southern portion of the District for the development of a residential community planned for 917 residential units and being marketed as "Strazerra." A community development district, Lakes of Sarasota II Community Development District ("Lakes of Sarasota II CDD"), was established for the lands constituting the Strazerra neighborhood. However, it is currently anticipated that the District and Lakes of Sarasota II CDD will merge into the Three Rivers Stewardship District which will be the sole surviving district for all of the acreage within the Development and the Strazerra neighborhood.

Sarasota-Bradenton International Airport is approximately nineteen (19) miles northwest of the Development. Tampa International Airport can be reached via Interstate 75 approximately seventy (70) miles north of the Development.

Located within approximately four (4) miles of Interstate 75, the Development is in close proximity to medical facilities, recreational opportunities, retail shopping venues and restaurants. Medical care can be obtained at Sarasota Memorial Hospital located thirteen (13) miles northwest of the Development. A Publix Supermarket and Walmart are conveniently located approximately five (5) miles north of the Development off of Clark Road. Additional commercial support can be found at the Sarasota Square Mall which includes over thirty (30) retail stores and is located approximately ten (10) miles west of the Development on Tamiami Trail. Serenoa Golf Club located just north of the Development and the Village Green Golf Club located ten (10) miles northwest of the Development provides for additional recreational opportunities. Further, State Road 72 (Clark Road) provides a direct route to Siesta Key beach which is approximately twelve (12) miles northwest of the Development.

The Development is a gated community planned to include 928 residential units featuring resort-style amenities. The landowner of the lands within the Series 2024 Assessment Area, consisting of approximately 192 acres, is Grand Park Holding, LLC, a Florida limited liability company (as previously defined, the "Landowner"), which is a wholly owned subsidiary of Neal Communities of Southwest Florida, LLC, a Florida limited liability company ("Neal Communities"). Neal Communities is the developer of the Development including the lands constituting the Series 2024 Assessment Area (in such capacity and as previously defined, the "Developer"). See "THE LANDOWNER AND THE DEVELOPER" herein.

The Development is intended to be developed in three (3) phases planned for 928 residential units. Development activities in Phases 1 and 2 of the Development consisting of 568 residential units is complete and a plat for such phases has been recorded. Home sale activities within Phases 1 and 2 of the Development have commenced with 248 homes sold and closed to retail buyers and an additional eighty-nine (89) homes under contract with retail buyers. Further, development activities in Phase 3 of the Development have commenced with completion anticipated in the fourth quarter of 2024. Home sales activities have commenced in Phase 3 of the Development with two (2) contracts having been written to date.

The Series 2024 Assessments levied in connection with the Series 2024 Bonds are levied on the lands comprising the Series 2024 Assessment Area which consists of approximately 192 acres planned for 360 residential units within Phase 3 of the Development.

Land Acquisition

On December 31, 2015, Ibis Road Investors, LLC, a Florida limited liability company ("Ibis Road Investors"), which is an affiliated entity of Neal Communities, acquired the lands comprising the Development containing approximately 533 acres from Bishop Family Limited Partnership, a Florida limited partnership, for a fixed purchase price of \$20,000,000.

On February 1, 2023, the Landowner entered into an amended and restated purchase and sale agreement for the purchase of the lands comprising Phase 3 of the Development consisting of approximately 192 acres and constituting the Series 2024 Assessment Area with Ibis Road Investors whose members include Patrick Neal of Neal Communities and Estuary Investment Corp for which Patrick Neal holds a 100% membership interest. The total purchase price for the lands constituting the Series 2024 Assessment Area was \$9,085,000.

Zoning and Permitting

The Development is part of a 533-acre tract that received rezoning approval from the County in April 2019 pursuant to zoning ordinance 2018-006, as amended, as a village planned development (the "VPD"). The VPD provides for the development of up to 1,097 residential units. The VPD currently has a buildout and expiration date of December 31, 2027. No final plats, site and development plans shall be approved after the build out date unless an extension is provided by the Board of County Commissioners of the County. The VPD will not be subject to down zoning, unit density reduction or intensity reduction before December 31, 2027.

The VPD sets forth conditions related to planning, affordable housing, environmental protection, stormwater, utilities, transportation, transfer of development rights, parks and recreation, and schools. Below is a description of certain of those stipulations.

Affordable Housing

- The Developer shall provide fifteen percent (15%) of the total housing units (or 134 units) as affordable housing units to be rented or sold, defined as ninety (90) dwelling units that are affordable at or below 80% of the area median income and forty-five (45) dwelling units at or below 100% of the area median income. The first 500 units that are rented or sold must include at least fifty (50) affordable housing units and the first 800 units that are rented or sold must include the balance of the affordable housing units being constructed. *Anticipated to be complete in conjunction with the development of Phase 3 which is expected to be complete in the fourth quarter of 2024.*

Environmental Protection

- The Developer shall preserve a minimum of 15.81 acres of Pine Flatwoods and a minimum of 22.87 acres of Xeric Hammock within the Development.

Transportation

- Prior to or concurrent with the development of Grand Park, the Developer shall construct a southbound to westbound right-turn lane at the central access. *(Complete)*
- Prior to or concurrent with the development of Grand Park, the Developer shall construct a southbound to westbound right-turn lane at the southernmost driveway. *(Complete)*

- Prior to construction of the 101st homesite, the Developer shall construct a second fully functional access point to Ibis Street. *(Complete)*
- Prior to or concurrent with the development of Grand Park, the Developer shall provide an emergency access that is a minimum of 20-feet wide. *(Complete)*
- The Florida Department of Transportation has provided for funding of safety improvements at the intersection of State Road 72 and Clark Road which includes the construction of a roundabout. If a construction contract has not been executed by December 31, 2021, for the roundabout, the Developer must design, permit, and install a temporary traffic light at the intersection of State Road 72 and Ibis Street by December 31, 2022. *(Traffic light installed)*

As described in further detail in the Supplemental Engineer's Report, the Developer has obtained a Southwest Florida Water Management District Environmental Resource Permit and U.S. Army Corps of Engineers permit for storm water management and wetland mitigation for the entire Development. Further, all necessary permits and approvals for the infrastructure to serve Phase 3 of the Development and constituting the Series 2024 Assessment Area have been obtained.

Upon issuance of the Series 2024 Bonds, the Consulting Engineer will certify that any permits and approvals necessary for the infrastructure specific to the Series 2024 Project that have not previously been obtained are expected to be obtained in the ordinary course of business.

Utility Agreement

The District has entered into a Water, Reclaimed Water and Wastewater System Utility Agreement for Grand Park Subdivision (the "Utility Agreement") with the County whereby the County will provide the Development with adequate water, reclaimed water, and wastewater services provided the Developer design, engineer, permit, and construct the following utility improvements (collectively referred to herein as the "Utility Improvements"):

- A 16-inch force main (oversized from an 8-inch force main required for the Development) within the McIntosh Road and Palmer Ranch Parkway rights-of-way, and in easements that have been conveyed to the County extending from the Development's master lift station north approximately 2,380 linear feet to a County owned property known as Parcel X. At Parcel X, the 16-inch force main extends in a northwestern direction approximately 3,000 linear feet to Palmer Ranch Parkway. At Palmer Ranch Parkway, the 16-inch force main will extend in a western direction along Palmer Ranch Parkway 6,160 linear feet to McIntosh Road. At the intersection of Palmer Ranch Parkway and McIntosh Road, the 16-inch force main will extend in a southern direction along McIntosh Road approximately 2,690 linear feet to an existing connection point.
- A 16-inch reclaimed water transmission main within Palmer Ranch Parkway right-of-way and in easements that have been conveyed to the County extending from County owned Parcel X in the northwest direction approximately 3,000 linear feet to Palmer Ranch Parkway. At Palmer Ranch Parkway, the 16-inch reclaimed water transmission main will extend in a western direction approximately 4,670

linear feet to the intersection of Palmer Ranch Parkway and Turtle Rock Boulevard to a connection point with an existing 16-inch reclaimed water transmission main.

- A 12-foot diameter standard lift station located within the southern portion of the Development.
- A 12-inch potable water main (oversized from an 8-inch potable water main for the Development) within the Ibis Street right-of-way and in easements that have been conveyed to the County, extending from the existing 12-inch potable water main located at the intersection of Ibis Street and Baxley Lane, north along Ibis Street approximately 3,750 linear feet to a connection point with an existing 24-inch potable water transmission main located at the intersection of State Road 72 (Clark Road) and Ibis Street.
- An existing 12-inch potable water main (previously installed and oversized from an 8-inch potable water main) within the Ibis Street right-of-way extending from the intersection of Serenoa Drive and Ibis Street north approximately 2,900 linear feet to the northern property boundary of the Rivo Lakes residential development.

The County will provide for partial or full reimbursement to the Developer in the not-to-exceed amounts below within sixty (60) days of acceptance by the County of the Utility Improvements.

<u>Utility Improvements</u>	<u>Not-to-Exceed Reimbursement Amounts</u>
16-inch force main	\$4,364,000
16-inch reclaimed water transmission main	3,092,000
12-foot diameter standard lift station	300,000
12-inch potable water main	141,000
Existing 12-inch potable water main	(33,291)
Total	\$7,863,709

Construction of the Utility Improvements is complete and the Developer has submitted a reimbursement package to the County for reimbursement by the County for such improvements.

Environmental

In June 2015, a Phase I Environmental Site Assessment (the "Phase I ESA") was performed by Universal Engineering Sciences. The Phase I ESA revealed certain unresolved environmental concerns including potential hazardous materials resulting from long term use and storage of pesticides within the sod farm area, potential spillage of diesel fuel that could impact soil conditions, and potential contamination of the water quality of a pond within the Development. As such, a Phase II Environmental Site Assessment ("Phase II ESA") was performed to address these unresolved matters. The Phase II ESA revealed no evidence of environmentally recognized conditions.

Product Type/Phasing

The Development is planned to be developed in three (3) phases for the development of approximately 928 residential units. The information in the table below depicts the number of units by product type for the three (3) planned development phases, which information is subject to change.

Product Type	Phase 1	Phase 2	Phase 3	Total
Villa	122	0	0	122
Townhome	0	0	138	138
Single-family 33'	54	56	43	153
Single-family 40'	29	98	31	158
Single-family 45'	54	77	98	229
Single-family 60'	40	38	50	128
Total	299	269	360	928

* One single-family 60' lot in Phase 2 is an acre estate lot.

Development Status

As previously mentioned, horizontal infrastructure in Phase 1 consisting of 299 residential units is complete and a plat has been recorded for such phase. Development activities for Phase 2 of the Development planned for 269 residential units are complete and a plat for such phase has been recorded. Development activities for Phase 3 planned for 360 residential units are currently underway and anticipated to be complete in the fourth quarter of 2024. A plat is anticipated to be recorded for Phase 3 in the fourth quarter of 2024.

Product Offerings/Pricing

The Developer held its grand opening of the Development in late December 2020. At build-out, the Development is planned to include approximately 928 homesites. The Development includes five (5) home series with twenty (20) home designs ranging in size from 1,407 to 3,486 square feet and prices starting in the mid \$400,000s. The overall architectural theme of the Development is British West Indies with coastal influences. Further, all homes will be green certified.

The Development is designed to appeal to empty nesters, retirees, and families. The table below illustrates the current product type and pricing information for the homes that are anticipated to be offered within the Series 2024 Assessment Area, which information is subject to change.

Product Type	Est. Avg. Square Footage	Est. Avg. Home Prices
Townhome	1,790	\$425,000
Single-family 33'	2,052	\$575,000
Single-family 40'	2,351	\$695,000
Single-family 45'	2,393	\$863,000
Single-family 60'	2,758	\$1,138,000

Home Construction/Sales Activity

The Developer has completed construction of a discovery sales center and seven (7) single-family model homes with construction of two (2) townhome model homes currently underway. Home sales to retail buyers commenced in December 2020 in conjunction with the grand opening. Since opening to retail buyers, approximately 248 residential units within the Development have been sold and closed with retail buyers with an additional eighty-nine (89) residential units under contract within Phases 1 and 2 of the Development. Home sales activities within the Series 2024 Assessment Area have commenced with two (2) residential units currently under contract with retail buyers. Below is a description of the development status and anticipated product offerings within the District.

Phase	# of Units	Developed Lots	Development Completion	Homes Closed	Homes Under Contract	Avg. Home Sales Price
Phase 1	299	299	Complete	216	31	\$672,059
Phase 2	269	269	Complete	32	58	\$850,059
Phase 3	360	0	Q4 2024	0	2	\$739,200
	928	568		248	91	

Projected Absorption

The Developer is developing finished lots for home construction thereon. The following table sets forth the Developer's anticipated pace of residential home closings to retail buyers within the Series 2024 Assessment Area consisting of the 360 residential lots within Phase 3 of the Development.

Product Type	Lot Width	2025	2026	2027	2028	Total
Townhome	--	60	48	30	0	138
Single-family 33'	45'	5	4	2	0	11
Single-family 33'	52'	10	8	8	6	32
Single-family 40'	52'	2	1	0	0	3
Single-family 40'	57'	10	8	6	4	28
Single-family 45'	57'	31	31	20	16	98
Single-family 60'	72'	21	16	8	5	50
Total		139	116	74	31	360

The projections in the table above are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

Assessment Areas

The Development is currently planned to be developed in three (3) phases to ultimately provide infrastructure supporting the development of 928 residential units and recreational amenities.

Series 2021A Assessment Area

The District previously issued its Series 2021A Bonds to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$9.9 million. The Series 2021A Assessments securing the Series 2021A Bonds were levied on an equal per acre basis over the gross acreage within the District. The Series 2021A Bonds were sized to correspond to the collection of Series 2021A Assessments from the 299 residential lots planned within Phase 1 of the District. The 299 residential lots planned within Phase 1 of the District have been platted and as such the Series 2021A Assessments levied in connection with the Series 2021A Bonds have been fully allocated on a per lot basis to the 299 residential units within Phase 1 of the District.

Series 2021B Assessment Area

The District previously issued its Series 2021B Bonds to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$9.8 million. The Series 2021B Assessments securing the Series 2021B Bonds were levied on an equal per acre basis over the gross acreage within the District. The Series 2021B Bonds were sized to correspond to the collection of Series 2021B Assessments from the 258 residential lots originally planned within Phase 2 of the District. The Phase 2 plat is final and has been recorded. Thus, the Series 2021B Assessments have been fully allocated on a per lot basis to the 269 platted residential units within Phase 2 of the District.

Series 2024 Assessment Area

Initially, the Series 2024 Assessments securing the Series 2024 Bonds will be levied on an equal per acre basis over the gross acreage within the Series 2024 Assessment Area which consists of approximately 192 acres planned for 360 residential units within Phase 3 of the District. Pursuant to the allocation methodology set forth in the Assessment Report, the Series 2024 Assessments levied in connection with the Series 2024 Bonds will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within the Series 2024 Assessment Area. The Series 2024 Bonds were sized to correspond to the collection of Series 2024 Assessments from the 360 residential lots planned within Phase 3 of the Development consisting of 192 acres.

Amenities

The Development includes a clubhouse with gathering spaces, a fitness center, game room, aerobic studio and a resort-style pool with six (6) shade spaces and a children's pool with play features serving as the centerpiece of the Development's amenity offerings. Additional recreational facilities include two (2) resort-style pools, outdoor sports spaces including four (4) pickleball courts with bleachers and two (2) tennis courts, pocket parks and playgrounds, two (2) dog parks, and manicured trails and running trails throughout the Development.

Construction of the amenity center and the first two (2) phases of the neighborhood trails are complete with the final phase of the neighborhood trails anticipated to be complete in the fourth quarter of 2024. All recreational facilities are being funded and constructed by

the Developer in the estimated amount of \$9.8 million. The recreational facilities will be conveyed to the homeowner's association.

Education

Based upon current school zoning, school-age children residing in the Development would generally attend Lakeview Elementary School, Sarasota Middle School and Riverview High School, all of which received an 'A' rating for the 2023 school year from the Florida Department of Education.

Marketing

The Developer has launched a website for the Development at www.grandparklife.com. The Developer is also utilizing a marketing campaign that includes branded content, social media, workshops and events, frontage and signage, and public relations. In addition, the Developer has constructed a discovery sales center and seven (7) single family model homes with construction of two (2) townhome model homes currently underway.

Utilities

Potable water, wastewater treatment and reclaimed wastewater (reuse services) for the Development is provided by Sarasota County Utilities. Electric power is provided by Florida Power and Light. Cable television and broadband cable services are provided by Frontier.

Fees and Assessments

Each property owner in the Series 2024 Assessment Area will pay annual taxes, assessments and fees on an ongoing basis including ad valorem property taxes, Series 2024 Assessments, homeowners' association fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes. The current millage rate for the area of the County where the Development is located is approximately 11.5638 mills. Accordingly, by way of example, the annual property taxes for a \$575,000 assessed value home would be \$6,360, after accounting for a \$25,000 homestead exemption.

Homeowners' Association Fees. All homeowners residing in the Series 2024 Assessment Area will be subject to annual homeowners' association ("HOA") fees for lawn care for residences, common ground maintenance and landscaping, gatehouse, parks and recreational amenities, as well as operation and maintenance of the HOA-owned facilities. The HOA fees will vary annually based on the adopted budget by the HOA for a particular year. The estimated annual HOA fee in the Development for 2024 by [product type] is illustrated in the table below and is subject to change.

<u>Product Type</u>	<u>Annual HOA Fee</u>
Townhome	[\$2,322]
Single-family 33'	[3,443]
Single-family 40'	[3,642]
Single-family 45'	[3,819]
Single-family 60'	[4,729]

District Special Assessments

Series 2024 Assessments

All property owners in the Series 2024 Assessment Area will be subject to the Series 2024A Assessments levied in connection with the Series 2024A Bonds which are expected to be paid annually over a thirty (30) year period. In addition, all 360 residential units within the Series 2024 Assessment Area will be subject to the Series 2024B Assessments levied in connection with the Series 2024B Bonds, which are anticipated to be prepaid by the Landowner and/or the Developer at the time of sale with a retail buyer. The table below illustrates the aforementioned Series 2024 Assessments that will be levied by the District for each of the respective product types within the Series 2024 Assessment Area.

<u>Product Type</u>	<u>Lot Width</u>	<u># of Units</u>	<u>Est. Series 2024A Bonds Principal Per Unit</u>	<u>Est. Series 2024A Bonds Gross Annual Debt Service Per Unit</u>	<u>Est. Series 2024B Bonds Principal Per Unit</u>	<u>Est. Series 2024B Bonds Net Annual Debt Service Per Unit</u>	<u>Est. Total Series 2024 Debt Per Unit</u>
Townhome	--	138	\$ 8,455	\$ 660	\$29,746	\$1,785	\$38,201
Single-family 33'	45'	11	19,311	1,508	25,714	1,543	45,025
Single-family 33'	52'	32	22,648	1,768	22,378	1,343	45,026
Single-family 40'	52'	3	22,648	1,768	31,928	1,916	54,576
Single-family 40'	57'	28	25,191	1,967	29,386	1,763	54,577
Single-family 45'	57'	98	25,191	1,967	36,207	2,172	61,398
Single-family 60'	72'	50	32,281	2,520	49,583	2,975	81,864
Total		360					

Operation and Maintenance Assessments

In addition to the Series 2024 Assessments, all property owners within the District will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the estimated annual O&M Assessment at buildout that will be levied by the District in the Series 2024 Assessment Area for each respective product-type.

<u>Product Type</u>	<u>Est. O&M Assessment at Build Out</u>
Townhome	[\$ <input type="text"/>
Single-family 33'	<input type="text"/>
Single-family 40'	<input type="text"/>
Single-family 45'	<input type="text"/>
Single-family 60'	<input type="text"/>

Competition

The Development is located approximately six (6) miles north of an area known as Palmer Ranch where more than twenty (20) master-planned communities have been developed spanning approximately 10,000 acres, including several by the Developer. Based upon the target demographic and location of the Development, the primary competition for Grand Park is expected from Kolter Homes' Artistry and Taylor Morrison's Skye Ranch.

THE LANDOWNER AND THE DEVELOPER

The landowner of the lands comprising the Series 2024 Assessment Area, consisting of approximately 192 acres, is Grand Park Holding, LLC, a Florida limited liability company (as previously defined, the "Landowner"), of which 100% of its membership interest is held by Neal Communities of Southwest Florida, LLC, a Florida limited liability company (as previously defined, "Neal Communities"). Neal Communities is the developer of the Development including the lands constituting the Series 2024 Assessment Area (in such capacity and as previously defined, the "Developer").

Neal Communities was originally incorporated in 1995. In 2009, it was re-organized as a limited liability company. Mr. Patrick Neal, who owns 100% of the interests in Neal Communities has been active in development since 1971. Over the past five (5) decades, Neal Communities and its affiliates have provided Florida families with more than 23,000 homes and have received numerous local, regional and national awards including several prestigious National Best in American Living Awards. Neal Communities carefully selects the locations to build their homes and focuses on environmental preservation efforts. In 2012, Neal Communities was named one of America's Best Builders by Builder Magazine. In 2015, Professional Builder Magazine named Neal Communities its Builder of the Year.

Affiliated entities of Neal Communities are currently developing and constructing homes within numerous residential communities in Manatee and Sarasota Counties known as Silverleaf, Indigo, Laurel Road, Poinciana, Canoe Creek, River Wind, Boca Royale, Country Club, Cielo, Grand Palm, King's Gate, Riverfield, Vicenza, North River Ranch, Strazerra, Windward at Lakewood Ranch and Aria. Neal Communities also has developments in Lee and Collier Counties. Neal Communities maintains a website at www.nealcommunities.com.

Neal Communities and its affiliates have established multiple community development districts for certain of the master-planned communities that have or are currently being developed by such entities. Such community development districts include North River Ranch Improvement Stewardship District, Lakes of Sarasota Community Development District 2, Hyde Park Community Development District 1, Laurel Road Community Development District, Blackburn Creek Community Development District, Silverleaf Community Development District, Forest Creek Community Development District, University Place Community Development District, West Villages Improvement District, Windward at Lakewood Ranch Community Development District, Eagle Creek Community Development District, Firelight East Community Development District, and Water's Edge Community Development District. Further, the Lakewood Ranch Stewardship District has issued bonds secured by special assessments levied on certain lands within

Lakewood Ranch including the Indigo and Belleisle communities that have been developed by affiliates of Neal Communities.

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the section above entitled "ENFORCEMENT OF ASSESSMENT COLLECTIONS." However, certain additional risks are associated with the Series 2024 Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum including all appendices hereto in its entirety to identify investment considerations relating to the Series 2024 Bonds.

Limited Pledge

The principal security for the payment of Debt Service on the Series 2024 Bonds is the timely collection of the Series 2024 Assessments. The Series 2024 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto but are secured by a lien on such land. There is no assurance that the Landowner or any subsequent landowner will be able to pay the Series 2024 Assessments or that they will pay such Series 2024 Assessments even though financially able to do so. Neither the Landowner nor any subsequent landowner is a guarantor of payment of any Series 2024 Assessment and the recourse for the failure of the Landowner or any subsequent landowner to pay the Series 2024 Assessments is limited to the collection proceedings against the land. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The District has not granted, and may not grant under State law, a mortgage or security interest in the Series 2024 Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the Series 2024 Project as security for, or a source of payment of, the Series 2024 Bonds. The Series 2024 Bonds are payable from, and secured solely by, the Series 2024 Trust Estate, including the Series 2024 Assessments. The failure of the Landowner or any subsequent landowner to pay the required Series 2024 Assessment on its property will not result in an increase in the amount of Series 2024 Assessments other landowners are or would be required to pay.

Concentration of Land Ownership and Bankruptcy Risks

Until further development takes place in the Development and assessable properties are sold to end users, payment of the Series 2024 Assessments is substantially dependent upon their timely payment by the Landowner. In the event of the institution of bankruptcy or similar proceedings with respect to the Landowner or any other subsequent significant owner of property subject to the Series 2024 Assessments, delays and impairment could occur in the payment of Debt Service on the Series 2024 Bonds as such bankruptcy could negatively impact the ability of (a) the Landowner or any other landowner being able to pay the Series 2024 Assessments, (b) the County to sell tax certificates in relation to such property with respect to the Series 2024 Assessments being collected pursuant to the Uniform Method, and (c) the District's ability to enforce collection with respect to the Series 2024 Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2024 Bonds, the Trustee and the District 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 during a bankruptcy of the Landowner or any other landowner, the remedies specified by federal, State and local law and in the Indenture and the Series 2024 Bonds, including, without limitation, enforcement of the obligation to pay Series 2024 Assessments and the ability of the District to foreclose the lien of the Series 2024 Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 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 available remedies respecting the Series 2024 Bonds could have a material adverse impact on the interest of the Owners thereof.

Delay and Discretion Regarding Remedies

Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates in regard to delinquent Series 2024 Assessments collected pursuant to 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 (2) years. Similarly, the ability of the District to enforce collection of delinquent Series 2024 Assessments collected directly by the District will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2024 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. If the District should commence a foreclosure action against a landowner for nonpayment of Series 2024 Assessments which are not being collected pursuant to the Uniform Method and that are delinquent, such landowners may raise affirmative defenses to such foreclosure action, which although such affirmative defenses would likely be proven to be without merit, could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2024 Assessments that are not collected pursuant to the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure of such delinquent Series 2024 Assessments. It is possible that the District will not have sufficient funds and will be compelled to request the Owners of the Series 2024 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Internal Revenue Code of 1986, as amended (the "Code"), there are limitations on the amount of Series 2024 Bond proceeds that can be used for such purpose. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

The assessment of the benefits to be received by the benefited land within the District as a result of implementation and development of the Series 2024 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 could potentially be

ultimately less than the debt secured by the Series 2024 Assessments associated with it. To the extent that the realizable or market value of the land benefited by the Series 2024 Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to realize sufficient value from a foreclosure action, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2024 Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2024 Bonds.

Landowner Challenge of Assessed Valuation

Under State law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2024 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2024 Assessment, even though the landowner is not contesting the amount of the Series 2024 Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least seventy-five percent (75%) of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification, or a determination that their improvements were substantially complete, must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2024 Assessments. Failure of the District to follow these procedures could result in the Series 2024 Assessments not being levied or potential future challenges to such levy.

Other Taxes and Assessments

The willingness and/or ability of a landowner within the District to pay the Series 2024 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as the County, the Sarasota County School District and other special districts could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. County, municipal, school and special district taxes and assessments, including the Series 2024 Assessments, and any additional voter-approved ad valorem taxes, are payable at the same time when collected pursuant to the Uniform Method, except for partial payment schedules as may be provided by Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment, such taxpayer cannot designate specific line items on the tax bill as deemed paid in full. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2024

Assessments, would result in such landowner's Series 2024 Assessments to not be fully collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2024 Bonds.

As referenced herein, the Series 2024 Assessments are levied on lands within the District that are also subject to O&M Assessments and HOA fees. See "THE DEVELOPMENT – Fees and Assessments" herein.

Limited Secondary Market

The Series 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2024 Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2024 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2024 Bonds, depending on the progress of the Development, existing market conditions and other factors.

Inadequacy of Series 2024 Reserve Accounts

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2024 Assessments or a failure to collect the Series 2024 Assessments, but may not affect the timely payment of Debt Service on the Series 2024 Bonds because of the Series 2024 Reserve Accounts established by the District for the Series 2024 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2024 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2024 Assessments, the Series 2024 Reserve Accounts could be rapidly depleted and the ability of the District to pay Debt Service on the Series 2024 Bonds could be materially adversely affected. Owners should note that although the Indenture contains the respective Series 2024 Reserve Account Requirement for the Series 2024 Reserve Accounts, and a corresponding obligation on the part of the District to replenish the Series 2024 Reserve Accounts to the respective Series 2024 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2024 Reserve Accounts. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2024 Assessments in order to provide for the replenishment of the Series 2024 Reserve Accounts. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – No Parity Bonds; Limitation on Parity Assessments" herein.

Moneys on deposit in the Series 2024 Reserve Accounts 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 Series 2024 Reserve Accounts to make up deficiencies or delays in collection of Series 2024 Assessments.

Regulatory and Environmental Risks

The Development is subject to comprehensive federal, State and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned

improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the Development. See "THE DEVELOPMENT – Zoning and Permitting" herein.

The value of the land within the District, the ability to complete the Series 2024 Project or the CIP or develop the Development, and the likelihood of timely payment of Debt Service on the Series 2024 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the lands within the District. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" herein.

Economic Conditions

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowner, the Developer or the District. Although the Development is anticipated to be developed as described herein, there can be no assurance that such development will occur or be realized in the manner or schedule currently anticipated.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of Debt Service on the Series 2024 Bonds.

Infectious Viruses and/or Diseases

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Landowner, the Developer, the timely and successful completion of the Development, and the construction and sale to purchasers of residential and/or non-residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2024 Assessments could be adversely affected 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 lands within the District unable to support the construction of the Series 2024 Project or the CIP. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2024 Assessments and pay Debt Service on the Series 2024 Bonds. The Series 2024 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Change in Development Plans

The Landowner and/or the Developer has the right to modify or change plans for development of certain property within the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Completion of Series 2024 Project

The Series 2024 Bond proceeds may not be sufficient to finance the completion of the Series 2024 Project. The portions of the Series 2024 Project not funded with proceeds of the Series 2024 Bonds are expected to be funded with contributions from the Landowner and/or the Developer. There is no assurance that the Landowner and/or the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2024 Bonds, the Landowner and the Developer will enter into the Completion Agreement with respect to any portions of the Series 2024 Project not funded with the proceeds of the Series 2024 Bonds. Such obligation of the Landowner and the Developer is an unsecured obligation. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Completion Agreement" and "THE CAPITAL IMPROVEMENT PROGRAM" herein.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Owners of the Series 2024 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2024 Assessments. Failure to complete or substantial delays in the completion of the Series 2024 Project or the CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2024 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2024 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2024 Bonds.

District May Not be Able to Obtain Permits

In connection with a foreclosure of lien of assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community

development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed herein, the District, the Landowner and the Developer will enter into the Assignment Agreement upon issuance of the Series 2024 Bonds in which the Landowner and the Developer collaterally assign to the District certain of their Development and Contract Rights relating to the Series 2024 Project. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2024 Assessments to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Landowner and/or the Developer and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the Series 2024 Project. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Agreement for Assignment of Development Rights" herein.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rates borne by the Series 2024 Bonds are, 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 Series 2024 Bonds. These higher interest rates are intended to compensate investors in the Series 2024 Bonds for the risk inherent in the purchase of the Series 2024 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2024 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2024 Bonds and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2024 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2024 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate executed by the District upon issuance of the Series 2024 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, Owners of the Series 2024 Bonds will be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties. Because the interest rates on such Series 2024 Bonds will not be adequate to compensate Owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline. Prospective purchasers of the Series 2024 Bonds should evaluate whether they can own the Series 2024 Bonds in the event that the interest on the Series 2024 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the "Audited Bonds") issued by Village Center Community Development District ("Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for

purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local governmental body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements was closed without change to the tax-exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to Village Center CDD.

On February 23, 2016, the IRS issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provided guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump, the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (a) impose an undue financial burden on U.S. taxpayers, (b) add undue complexity to the federal tax laws, or (c) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that the Treasury Department and the IRS believed that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that the Treasury Department and the IRS would continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future. Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Village Center CDD and the TAMs may continue to be applicable in the absence of further guidance from the IRS.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by applicable State law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until

the later of six (6) years or when there are 250 qualified electors in the District. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all members of the Board were elected by the landowners in the District and none were elected by qualified electors. Although it is impossible to predict whether the IRS will select the Series 2024 Bonds for audit, the District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2024 Bonds are advised that, if the IRS does audit the Series 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2024 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2024 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds would adversely affect the availability of any secondary market for the Series 2024 Bonds. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2024 Bonds be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties, but because the interest rates on such Series 2024 Bonds will not be adequate to compensate Owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline. See also "TAX MATTERS" herein.

Legislative Proposals and State Tax Reform

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2024 Bonds. There can be no assurance that any such legislation or proposal will be enacted and, if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2024 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming State 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. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2024 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "the state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the assessments and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders."

Loss of Exemption from Securities Registration

Since the Series 2024 Bonds have not been, and will not be, registered under the Securities Act or any state securities laws, pursuant to the exemption for political subdivisions, and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of federal and state securities laws. Accordingly, the District and purchasers of the Series 2024 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, Owners of the Series 2024 Bonds would need to ensure that subsequent transfers of the Series 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Prepayment and Redemption Risk

The Series 2024 Bonds are subject to extraordinary mandatory redemption as a result of Prepayments of the Series 2024 Assessments by the Landowner or subsequent owners of property within the District. Any such redemptions of the Series 2024 Bonds would be at the principal amount of such Series 2024 Bonds being redeemed plus accrued interest to the date of redemption. In such event, Owners of the Series 2024 Bonds may not realize their anticipated rate of return on the Series 2024 Bonds and Owners of any Premium Bonds (hereinafter defined) may receive less than the price they paid for the Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions" herein.

Although not obligated to do so, the Landowner and the Developer currently anticipate prepaying all of the Series 2024B Assessments at the time of home closing with a retail buyer. See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein for a breakdown of the estimated Series 2024 Assessments to be levied on the lands within the Series 2024 Assessment Area.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineer, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

No Rating or Credit Enhancement

No application for a rating or credit enhancement on the Series 2024 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2024 Bonds had application been made.

Mortgage Default and FDIC

In the event a bank forecloses on property in the District because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2024 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2024 Assessments.

ESTIMATED SOURCES AND USES OF BOND PROCEEDS

<u>Sources of Funds</u>	<u>Series 2024A Bonds</u>	<u>Series 2024B Bonds</u>	<u>Total</u>
Par Amount of Series 2024A Bonds			
Par Amount of Series 2024B Bonds			
Less/Plus Original Issue Discount/Premium			
Total Sources			
<u>Uses of Funds</u>			
Deposit to Series 2024 Acquisition and Construction Account			
Deposit to Series 2024A Reserve Account			
Deposit to Series 2024B Reserve Account			
Deposit to Series 2024A Capitalized Interest Account ⁽¹⁾			
Deposit to Series 2024B Capitalized Interest Account ⁽²⁾			
Deposit to Series 2024 Costs of Issuance Account ⁽³⁾			
Underwriter's Discount			
Total Uses			

⁽¹⁾ Represents capitalized interest on the Series 2024A Bonds through November 1, 2025.

⁽²⁾ Represents capitalized interest on the Series 2024B Bonds through November 1, 2025.

⁽³⁾ Costs of issuance include, without limitation, legal fees and other costs associated with the issuance of the Series 2024 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2024 Bonds:

Period Ending November 1 st	Series 2024A Bonds		Series 2024B Bonds		Series 2024 Bonds
	Principal	Interest	Principal	Interest	Total Debt Service

Total					
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TAX MATTERS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2024 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2024 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2024 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indenture with respect to the Series 2024 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2024 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2024 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however interest on the Series 2024 Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should be aware that the ownership of the Series 2024 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2024 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Series 2024 Bonds; (iii) the inclusion of interest on the Series 2024 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Series 2024 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Series 2024 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2024 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Series 2024 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2024 Bonds and proceeds from the sale of the Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Series 2024 Bonds. This withholding generally applies if the owner of the Series 2024 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters Relating to the Series 2024 Bonds

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds.

Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2024 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service (the "IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for

tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers, (ii) add undue complexity to the federal tax laws, or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2024 Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that, despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there are not yet enough qualified electors residing in the District to transition the Board of Supervisors to a resident-elected Board of Supervisors. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to, eminent domain,

ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX D – FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2024 Bonds. Owners of the Series 2024 Bonds are advised that if the IRS does audit the Series 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2024 Bonds may have limited rights to participate in such procedure. The Indenture does not provide for any adjustment to the interest rates borne by the Series 2024 Bonds in the event of a change in the tax-exempt status of the Series 2024 Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds could adversely impact both liquidity and pricing of the Series 2024 Bonds in the secondary market.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2024 Bonds maturing on _____ 1, 20__ through and including _____ 1, 20__ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public 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 he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondowners of the 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 other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2024 Bonds maturing on _____ (collectively, the "Premium Bonds"), and the initial offering price to the

public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity, and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on any bonds or other debt obligations.

VALIDATION

The Series 2024 Bonds are a portion of the Bonds that were validated by a Final Judgment of the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida, entered on May 26, 2020. The period during which an appeal can be taken has expired with no appeal being taken.

LITIGATION

District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2024 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization nor existence of the District, nor the title of the present members of the Board has been challenged.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In the opinion of District Counsel, there are no actions presently pending or threatened, the adverse outcome of which would have a material adverse effect on the availability of the Series 2024 Trust Estate or the ability of the District to pay the Series 2024 Bonds from the Series 2024 Trust Estate.

Landowner

In connection with the issuance of the Series 2024 Bonds, the Landowner will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Landowner, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Landowner to complete the Development as described herein or materially and adversely affect the ability of the Landowner to perform its obligations described in this Limited Offering Memorandum.

Developer

In connection with the issuance of the Series 2024 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein or materially and adversely affect the ability of the Developer to perform its obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

General

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the SEC (the "Rule"), the District, the Landowner and the Developer (together, the "Landowner/Developer") and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District and the Landowner/Developer have each covenanted for the benefit of the Owners of the Series 2024 Bonds to provide to the Dissemination Agent certain financial information and operating data relating to the District, the Development and the Series 2024 Bonds (the "Reports"), and to provide notices of the occurrence of certain enumerated material events. Such covenants by the District and the Landowner/Developer shall only apply so long as the Series 2024 Bonds remain Outstanding under the Indenture or so long as the District or the Landowner/Developer remains an "obligated person" pursuant to the Rule.

The Reports will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. 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 Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed at the time of issuance of the Series 2024 Bonds. With respect to the Series 2024 Bonds, no parties other than the District and the Landowner/Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the Rule. The foregoing covenants have been made in order to assist the Underwriter in complying with the Rule.

District Continuing Compliance

The District has previously entered into a continuing disclosure undertaking with respect to the Series 2021 Bonds (the "2021 Undertaking"). A review of filings made pursuant to the 2021 Undertaking indicates that the District has not materially failed to comply with its requirements under the 2021 Undertaking to date. [CONFIRM]

Landowner Continuing Compliance

[TO COME]

Developer Continuing Compliance

[TO COME]

UNDERWRITING

The Underwriter has agreed, pursuant to a contract entered into with the District, subject to certain conditions, to purchase the Series 2024 Bonds from the District at a purchase price of \$_____ (representing the par amount of the Series 2024 Bonds of \$_____, less an Underwriter's discount of \$_____ and plus/less an original issue premium/discount of \$_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2024 Bonds if any are purchased.

The Underwriter intends to offer the Series 2024 Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2024 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 shall be and constitute security which may be deposited by banks or trust companies as security for deposits of State, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

LEGAL MATTERS

The Series 2024 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the

excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Landowner and the Developer by its counsel, Vogler Ashton, PLLC, Palmetto, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the IRS or the courts; rather, such opinions represent 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 opinions.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2024 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL STATEMENTS

The general-purpose financial statements of the District for the Fiscal Year ended September 30, [2023], included in this Limited Offering Memorandum have been audited by [Grau & Associates, Inc.], independent certified public accountants, as stated in their report appearing in APPENDIX F. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided as publicly available documents. The auditor was not requested to, nor did they, perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein. The District has covenanted in the form of Disclosure Agreement set forth in APPENDIX E attached hereto to provide its annual audited financial statements to certain information repositories as described in APPENDIX E, commencing with the audit for the District Fiscal Year ending September 30, 2024. The Series 2024 Bonds are not general obligation bonds of the District and are payable solely from the Series 2024 Trust Estate. See "CONTINUING DISCLOSURE" herein.

EXPERTS AND CONSULTANTS

The references herein to AM Engineering, LLC, as Consulting Engineer, have been approved by said firm. The Engineer's Report prepared by such firm has been included as composite APPENDIX A attached hereto in reliance upon such firm as an expert in

engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the Series 2024 Project or the CIP or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Wrathell, Hunt & Associates, LLC, as Assessment Consultant, have been approved by said firm. The Supplemental Assessment Report prepared by such firm has been included as part of composite APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Supplemental Assessment Report do not purport to be adequate summaries of such Supplemental Assessment Report or complete in all respects. Such Supplemental Assessment Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

DISCLOSURE OF MULTIPLE ROLES

Prospective Bondholders should note that (a) Wrathell, Hunt & Associates, LLC serves as District Manager, Assessment Consultant and Dissemination Agent, responsible for the administrative operations of the District, preparation of the Supplemental Assessment Report and performance of certain duties under the Disclosure Agreement attached hereto as APPENDIX E, and (b) Vogler Ashton, PLLC, Palmetto, Florida serves as both District Counsel and Counsel to the Developer and the Landowner.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Except for the payment of certain fees to District Counsel and the Assessment Consultant, the payment of the fees of the other professionals retained by the District is each contingent upon the issuance of the Series 2024 Bonds.

NO RATING OR CREDIT ENHANCEMENT

No application for a rating or credit enhancement on the Series 2024 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2024 Bonds had application been made.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2024 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expression of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District, the Landowner, the Developer or the Development from the date hereof. However, certain parties to the transaction will, on the closing date of the Series 2024 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2024 Bonds that there has been no material adverse change in the information provided.

[Remainder of Page Intentionally Left Blank]

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all foregoing statements.

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: Pete Williams
Its: Chair

APPENDIX A
ENGINEER'S REPORT

APPENDIX B
ASSESSMENT REPORT

APPENDIX C

**COPY OF MASTER INDENTURE AND
FORM OF SUPPLEMENTAL INDENTURE**

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, [2023]**

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "Disclosure Agreement"), dated as of [Closing Date], is executed and delivered by **LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT** (the "District"), **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company and **GRAND PARK HOLDING, LLC**, a Florida limited liability company (together, the "Developer/Landowner"), and **WRATHELL, HUNT & ASSOCIATES, LLC**, a Florida limited liability company (the "Dissemination Agent"), and joined in by the Disclosure Representative and the Trustee (each as hereinafter defined), in connection with the issuance by the District of its \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2024 (together, the "Indenture"), each between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other considerations contained herein, the District and the Developer/Landowner covenant and agree as follows:

1. **Purpose of Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the District and the Developer/Landowner for the benefit of the Owners (hereinafter defined) of the Bonds, from time to time, and to assist the Participating Underwriter (hereinafter defined) in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule"). The District and the Developer/Landowner understand and acknowledge that the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District or the Developer/Landowner to provide additional information, the District and the Developer/Landowner, as applicable, agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the 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.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning ascribed in the Rule or, to the extent not in conflict with the Rule, in the Indenture. Capitalized terms used in this Disclosure Agreement unless otherwise defined herein shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 3(a) hereof.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" shall mean the financial statements (if any) of the District for the applicable Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(a) hereof.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean any day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business and (b) a day on which the New York Stock Exchange is closed.

"Development" shall have the meaning ascribed to such term in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (a) as to the District, the District Manager or its designee, or such other person as the District shall appoint from time to time, with notice to the Dissemination Agent, as the person responsible for providing information to the Dissemination Agent, and (b) as to any entity other than the District while it is an Obligated Person, the individual executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"District Manager" shall mean the person or entity serving as District Manager from time to time. As of the date hereof, Wrathell, Hunt & Associates, LLC is the District Manager.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule and accessible through its web portal located at www.emma.msrb.org.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum, dated [BPC Date], prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on the Bonds, other than providers of municipal bond insurance, letters of credit, or other liquidity facilities, which person(s) shall include the District and the Developer/Landowner or any other landowner in the District, while the Developer/Landowner or such other landowner is the owner of lands within the District responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include Beneficial Owners of the Bonds.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer/Landowner, its successors or assigns, or any other Obligated Person other than the District, as described in Sections 5 and 6 hereof.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"State" shall mean the State of Florida.

3. **Content of Annual Reports.**

(a) The Annual Report shall contain or incorporate by reference the following Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum:

(i) the amount of Assessments levied for the most recent prior Fiscal Year;

(ii) the amount of Assessments collected from property owners during the most recent prior Fiscal Year;

(iii) if available, the amount of Assessment delinquencies greater than 150 days and, in the event that delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners;

(iv) if available, the amount of tax certificates sold for lands within the District subject to the Assessments, if any, and the balance, if any, remaining for sale from the most recent prior Fiscal Year;

(v) the balances in all funds, accounts and subaccounts for the Bonds. If requested by the Owners, the District shall provide any Owners and the Dissemination Agent with this information more frequently than annually and within thirty (30) days of the written request of the Owners;

(vi) the total amount of Bonds Outstanding;

(vii) the amount of principal and interest due on the Bonds in the current Fiscal Year;

(viii) the most recent Audited Financial Statements of the District; provided if the Audited Financial Statements are not available at the time of the filing of the Annual Report, unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements; and

(ix) any amendment or waiver of the provisions hereof as described in Section 11 hereof.

All information in the Annual Report shall be presented for the Fiscal Year the Annual Report represents. To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. 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.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

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 May 1st after the close of the District's Fiscal Year (the "Annual Filing Date"), commencing with the Fiscal Year ending September 30, 2024, in an electronic format as prescribed by a Repository. 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(a) hereof; provided that the Audited Financial Statements may be submitted separately from the balance of the Annual Report, and may be submitted up to, but no later than, 270 days after the close of the District's Fiscal Year or consistent with State law as amended from time to time. If applicable law changes the District's Fiscal Year from the period commencing on October 1

and ending on September 30 of the next succeeding year, the District shall cause the Dissemination Agent to give notice of such change in the same manner as for a Listed Event under Section 7(a). The Dissemination Agent shall file the Annual Report and the Audited Financial Statements with each Repository promptly upon receipt.

(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 of the District 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 Section 4(a) above. Upon such reminder, the Disclosure Representative of the District, 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)(xv) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

5. Content of Quarterly Reports.

(a) The Developer/Landowner, until their obligations hereunder have been terminated pursuant to Section 9 hereof, shall prepare a Quarterly Report no later than thirty (30) days after the end of each calendar quarter, commencing with the calendar quarter ending December 31, 2024; provided, however, that so long as either of the Developer/Landowner is a reporting company, such thirty (30) days shall be extended to the date of filing of its respective 10K or 10Q, if later, as the case may be (each, a "Quarterly Receipt Date").

(b) Each Quarterly Report shall address the following information if such information is not otherwise provided pursuant to subsection (c) of this Section 5:

(i) a description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Bonds;

(ii) the percentage of the infrastructure financed by the Bonds that has been completed;

(iii) the number of single-family homes planned subject to the Assessments;

(iv) the number of single-family units sold (including under contract and closed) by the Developer/Landowner to end users subject to the Assessments;

(v) the estimated date of complete build-out of residential units in the Development;

(vi) any bulk sale by the Developer/Landowner of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum;

(vii) the status of development approvals for the Development;

(viii) materially adverse changes or determinations to permits or approvals for the Development which necessitate changes to the Developer/Landowner's land use or other plans for the Development;

(ix) updated plan of finance of the Developer/Landowner (i.e., status of any credit enhancement, issuance of additional bonds to complete project, mortgage debt, etc.);

(x) any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer/Landowner's ability to undertake the Development as described in the Limited Offering Memorandum; and

(xi) any amendment or waiver of the provisions hereof pursuant to Section 11 hereof.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repositories or the SEC. The Developer/Landowner shall clearly identify each other document so incorporated by reference.

(d) If the Developer/Landowner sells, assigns or otherwise transfers ownership of real property in the Development subject to the Assessments to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer/Landowner hereby agrees to require such third party to comply with the disclosure obligations of the Developer/Landowner hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer/Landowner involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6 and 9 hereof, the term "Developer/Landowner" shall be deemed to include each of the Developer/Landowner and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer/Landowner remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer/Landowner from its obligations hereunder.

6. **Provision of Quarterly Reports.**

(a) The Developer/Landowner shall provide a Quarterly Report which contains the information in Section 5(b) hereof to the Dissemination Agent no later than the Quarterly Receipt Date for such Quarterly Report. Within thirty (30) days of the Quarterly Receipt Date, the Dissemination Agent shall file the Quarterly Report provided to it by the Developer/Landowner with each Repository (the "Quarterly Filing Date").

(b) If on the seventh (7th) day prior to each Quarterly Receipt Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Receipt Date, the Dissemination Agent shall contact the Developer/Landowner by telephone and in writing (which may be by e-mail) to remind the Developer/Landowner of its undertaking to provide the Quarterly Report pursuant to Sections 5 and 6 hereof. Upon such reminder, the Developer/Landowner shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer/Landowner will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Quarterly Report will be provided.

(c) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) hereof by 12:00 noon on the first Business Day following each Quarterly Receipt Date, a Listed Event described in Section 7(a)(xv) shall have occurred and the District and the Developer/Landowner hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the District. The Dissemination Agent shall promptly file such notice following the applicable Quarterly Receipt Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name, address and filing requirements of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer/Landowner and the District certifying that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

7. **Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 7, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice with the Repository of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the events described in items (xv) and (xvi) below, which notice shall be given in a timely manner:

(i) principal and interest payment delinquencies on the Bonds;

- (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 or liquidity providers, or their failure to perform*;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Bond holders, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) ratings changes†;
- (xii) bankruptcy, insolvency, receivership or similar event of any Obligated Person. For the purposes of event (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;
- (xiii) appointment of a successor or additional Trustee or the change of name of the Trustee, if material;
- (xiv) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a

* There is no credit enhancement for the Bonds as of the date hereof.

† The Bonds are not rated as of the date hereof.

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;

(xv) failure to provide any Annual Report or Quarterly Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Sections 3(a) or 5(b) hereof, respectively;

(xvi) any amendment to the accounting principles to be followed by the District in preparing its financial statements;

(xvii) incurrence of a financial obligation of the District or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or Obligated Person, any of which affect security holders, if material; and

(xviii) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or Obligated Person, any of which reflect financial difficulties.

For the purposes of (xvii) and (xviii) above, "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term financial obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(b) Each Obligated Person shall notify the District of the occurrence of a Listed Event described in Sections 7(a)(x), (xii), (xiv), (xv), (xvii) or (xviii) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the District to comply with its obligations under this Section 7.

8. **Identifying Information.** In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any Annual Financial Information, financial statement or other financial information or operating data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the District;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

9. **Termination of Disclosure Agreement.** The District's obligations hereunder shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the District, or if the Rule is repealed or no longer in effect. The Developer/Landowner's obligations hereunder shall terminate at the earlier of the legal defeasance, prior redemption or payment in full of all of the Bonds or such time as the Developer/Landowner is no longer an Obligated Person. If such termination occurs prior to the final maturity of the Bonds, the District and/or the Developer/Landowner shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. **Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the District shall be the Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District or the Developer/Landowner pursuant to this Disclosure Agreement.

11. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the District, the Developer/Landowner and the Dissemination Agent may amend this Disclosure Agreement or any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, 6 or 7(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District and/or the Developer/Landowner, or the type of business conducted; and

(b) the Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of counsel to the District expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

Notwithstanding the foregoing, the District, the Developer/Landowner and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the District and the Developer/Landowner, as applicable, shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, 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 of accounting principles, on the presentation) of financial information or operating data being presented by the District or the Developer/Landowner, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event, 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.

Notwithstanding the above provisions of this Section 11, the District may amend this Disclosure Agreement in accordance with this Section 11 without the consent of the Developer/Landowner, provided that no amendment to the provisions of Sections 5 and 6 hereof may be made without the consent of the Developer/Landowner as long as the Developer/Landowner is an Obligated Person.

12. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the District or the Developer/Landowner 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, Quarterly Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District or the Developer/Landowner choose to include any information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District or the Developer/Landowner shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report or notice of occurrence of a Listed Event.

13. **Default.** In the event of a failure of the District, an Obligated Person, a Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Participating Underwriter or the Beneficial Owners of more than fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall) or any Beneficial Owner of a Bond may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District, an Obligated Person, a Disclosure Representative or a 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, an Obligated Person, a Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. **Duties of District, Developer/Landowner and Dissemination Agent.** The District and the Developer/Landowner each 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. The District and the Developer/Landowner each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Developer/Landowner, and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Developer/Landowner, or others as thereafter disseminated by the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. Notwithstanding anything

to the contrary herein, the District shall have no responsibility for any information provided by the Developer/Landowner or others in connection with the Quarterly Reports or to cause the Quarterly Reports to be provided by the Developer/Landowner.

15. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the District, the Developer/Landowner, the Dissemination Agent, the Participating Underwriter, the Trustee and Beneficial Owners of the Bonds, and shall create no rights in any other person or entity.

16. **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.

17. **Governing Law.** This Disclosure Agreement shall be governed by the laws of the State and Federal law and venue shall be in any state or federal court having jurisdiction in Sarasota County, Florida.

18. **Dissemination Agent's Right to Information; Trustee Cooperation.** The District and the Developer/Landowner agree that the Dissemination Agent is a bona fide agent of the District and the Developer/Landowner and may receive, on a timely basis, any information or reports it requests that the District and the Developer/Landowner are required to provide hereunder. The District directs the Trustee to deliver to the Dissemination Agent, at the expense of the District, any information or reports that the Dissemination Agent requests that the District has a right to request from the Trustee (inclusive of balances, payments, etc.) that are in the possession of and readily available to the Trustee.

19. **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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

Consented and Agreed to by:

WRATHELL, HUNT & ASSOCIATES, LLC,
and its successors and assigns, as Disclosure Representative

By: _____
Chair, Board of Supervisors

By: _____
Name: _____
Title: _____

Joined by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as Trustee, for purposes of Sections 13, 15 and 18 only

WRATHELL, HUNT & ASSOCIATES, LLC, as initial Dissemination Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC,
a Florida limited liability company

GRAND PARK HOLDING, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE [ANNUAL][QUARTERLY] REPORT**

Name of District: Lakes of Sarasota Community Development District

Obligated Person(s): Lakes of Sarasota Community Development District (the "District")
Neal Communities of Southwest Florida, LLC and Grand Park Holding, LLC (together, the "Developer/Landowner")

Name of Bond Issue: \$[2024A Amount] Capital Improvement Revenue Bonds, Series 2024A and \$[2024B Amount] Capital Improvement Revenue Bonds, Series 2024B (together, the "Bonds")

Date of Issuance: [Closing Date]

CUSIPs: [_____]

NOTICE IS HEREBY GIVEN that the [District] [Developer/Landowner] has not provided [an Annual] [a Quarterly] Report with respect to the above-named Bonds as required by [Section 4] [Section 6] of the Continuing Disclosure Agreement, dated [Closing Date], among the District, the Developer/Landowner and the Dissemination Agent named therein. The [District] [Developer/Landowner] has advised the undersigned that it anticipates that the [Annual] [Quarterly] Report will be filed by _____, 20__.

Dated: _____

_____, as Dissemination Agent

cc: [District] [Developer/Landowner]
Obligated Person(s)
Participating Underwriter

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

8A

Lakes of Sarasota Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

July 10, 2024

Pete Williams, Chairman
Board of Supervisors of the
Three Rivers Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Lakes of Sarasota Community Development District

Dear Mr. Williams,

As District Manager of the Lakes of Sarasota Community Development District, please let this letter serve as the District's written request for merger, pursuant to Chapter 2023-337(6)(27), Laws of Florida.

Please contact me should have any questions or comments.

Sincerely,

Chesley E. Adams, Jr.
District Manager

cc: Sarasota County

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT 2

8B

RESOLUTION 2024-06

A RESOLUTION OF THE LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT APPROVING A MERGER AGREEMENT WITH THE THREE RIVERS STEWARDSHIP DISTRICT; AUTHORIZING SUCH ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Lakes of Sarasota Community Development District (“CDD”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Sarasota County, Florida (“County”) pursuant to Ordinance No. 2019-51 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, Three Rivers Stewardship District (“Stewardship District” together with the CDD, the “Districts”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2023-337, Laws of Florida, as amended, (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors of the CDD has determined that a merger with the Stewardship District is in the best interests of the Districts because, among other reasons, the merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

WHEREAS, pursuant to Section 190.046, Florida Statutes, and the Act, an agreement has been prepared in the form attached hereto as **Exhibit A** (“Merger Agreement”), which Agreement sets forth the terms for effecting the merger including, among other things, making provision for the filing of the merger request, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

WHEREAS, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that

special act. . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

WHEREAS, Section (6)(27) of the Act also authorizes the merger of a community development district with the Stewardship District as follows, with emphasis added:

The district may merge with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any mergers shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Sarasota County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

WHEREAS, the Merger Agreement provides that, as the surviving district, Stewardship District will assume all indebtedness of, and receive title to, all property owned by the CDD; and

WHEREAS, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

WHEREAS, the Merger Agreement provides that the Merger will not adversely affect the rights of creditors of the Districts or other parties with whom any of the Districts have entered into a contractual relationship; and

WHEREAS, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

WHEREAS, as with the existing Districts, the area of land that will lie in the boundaries of the surviving district is amenable to separate special district government; and

WHEREAS, in order to seek the merger pursuant to Chapter 190, Florida Statutes, and the Act, the CDD must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by the CDD staff may require the expenditure of certain fees, costs, and other expenses as authorized by the CDD Board of Supervisors; and

WHEREAS, the CDD desires to approve the Merger Agreement and hereby authorizes CDD staff to effect the merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2023-337, Laws of Florida, which processes include the preparation of a written request by the CDD, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

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

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.
3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the CDD, and CDD Staff, to proceed as necessary in the preparation and filing of a request and related materials to seek the merger of the CDD and Stewardship District consistent with the terms of the Merger Agreement, Chapter 190, Florida Statutes, and Chapter 2023-337, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2023-337, Laws of Florida, for the merger.
4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on _____, 2024 at _____ .m. at _____ . Notice shall be published in accordance with the provisions of Chapter 2023-337(6)(27), Laws of Florida.

5. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the merger shall be upon dissolution of the CDD by Sarasota County.

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

7. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF JULY, 2024

ATTEST:

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Merger Agreement

Exhibit A: Proposed Merger Agreement

This instrument was prepared by:

Jonathan T. Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**MERGER AGREEMENT BY AND BETWEEN
LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT AND THREE RIVERS
STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

Lakes of Sarasota Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “CDD,”); and

Three Rivers Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-337, *Laws of Florida*, as amended, and located in Sarasota County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter “Stewardship District” and together with the CDD, the “Districts”).

Recitals

WHEREAS, the CDD was established as of December 11, 2019, by Ordinance No. 2019-51 adopted by the Board of County Commissioners of Sarasota County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Stewardship District was established as of July 1, 2023, by Chapter 2023-337, *Laws of Florida*, and amended by Chapter 2024-291, *Laws of Florida*, on June 14, 2024, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the CDD is currently located within the boundaries of the Stewardship District and located within Sarasota County, Florida; and

WHEREAS, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

WHEREAS, Chapter 2023-337(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the Stewardship District and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

WHEREAS, Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

WHEREAS, because the CDD is located within the boundaries of the Stewardship District, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among other reasons, the Merger would promote greater efficiency in the Districts’ operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

WHEREAS, on _____, the Board of Supervisors (the “Board(s)”) of the CDD and Stewardship District adopted Resolutions evidencing the Districts’ intent to effectuate the Merger between the Districts, directing the Districts’ staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the “Merger Approval Resolutions”); and

WHEREAS, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*, the CDD and Stewardship District accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

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

1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*.

2. The Merger. Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with Stewardship District a written request (“Merger Request”) requesting that the CDD merge into the Stewardship District that would effectuate the Merger of the CDD into and with the Stewardship District as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Sarasota County. The Merger shall become effective upon dissolution of the CDD by Sarasota County (the “Merger Effective Date”). On the Merger Effective Date, the CDD shall be merged into and with the Stewardship District as the surviving entity, and the CDD

shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the Stewardship District shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2023-337(6)(27), *Laws of Florida*.

3. Delegation of Authority; Cooperation. This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. Funding. The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2023-337, *Laws of Florida*, District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. Legal Opinions. The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. District Boundaries. Upon the Merger, the surviving District shall be the Stewardship District and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. Board Members. Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of Stewardship District shall continue to operate as the Board of the Merged District.

8. Property & Assets. Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the "CDD Assets") to the Stewardship District. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. Assessments. Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the "CDD Assessments") shall be payable when due to the Stewardship District. By execution of this Agreement, and as

of the Merger Effective Date, the CDD delegates, and the Stewardship District accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding Lakes of Sarasota Community Development District (Sarasota County, Florida), Capital Improvement Revenue Bonds, Series 2021A-1, Series 2021A-2, Series 2021B-1, and Series 2021B-2 (the "Series 2021 Bonds") issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the Stewardship District.

10. Contracts. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the "CDD Contracts"). The Stewardship District shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the Stewardship District as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

11. Other Interlocal Agreements. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Sarasota County ("Other Interlocal Agreements"). The Stewardship District shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the Stewardship District as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the Stewardship District accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

12. Debts & Liabilities. Effective as of the Merger Effective Date, the Stewardship District shall be responsible for and have the obligation of all debts and liabilities of the CDD (the "CDD Debts & Liabilities") by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD's property, if any. Moreover, the Stewardship District may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the Stewardship District accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

13. Insurance. The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The Stewardship District shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

14. Audits. Effective as of the Merger Effective Date, the CDD hereby authorizes the Stewardship District to conduct, approve, and submit to appropriate authorities a final audit of the CDD's financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, Stewardship District agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD's records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

15. Accounts. Effective as of the Merger Effective Date, the CDD authorizes Stewardship District to assume control of all bank accounts held in the name of the CDD (the "Bank Accounts"), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into Stewardship District accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to Stewardship District, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the Stewardship District accepts such control over the Bank Accounts.

16. Budgets. By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to Stewardship District the authority to consolidate the CDD's budget with the Stewardship District budget for the then-current fiscal year, and Stewardship District agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to Stewardship District's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, Stewardship District agrees to amend the Stewardship District budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

17. Rules and Policies. At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by Stewardship District shall remain in place upon the Merger unless and until Stewardship District finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

18. Powers. At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, Stewardship

District shall be additionally vested with any and all of the general and special powers of the CDD.

19. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

20. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

21. Authorization. The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and Stewardship District, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

22. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

23. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

24. Assignment. The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

25. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

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

27. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

28. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

29. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

31. **Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and Stewardship District, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Sarasota County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned executed the foregoing Agreement.

WITNESS

**LAKES OF SARASOTA COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024 by _____, as _____ of Lakes of Sarasota Community Development District, who is personally known to me, or produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

WITNESS

THREE RIVERS STEWARDSHIP DISTRICT

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024 by _____, as _____ of Three Rivers Stewardship District, who is personally known to me, or produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

IN WITNESS WHEREOF, the undersigned, as District Manager of Lakes of Sarasota Community Development District, accepts the authority delegated by this Agreement.

WITNESS

WRATHELL HUNT & ASSOCIATES, LLC

Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024 by _____, as _____ of Wrathell Hunt & Associates, LLC, who is personally known to me, or produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Exhibit A: Stewardship District Boundaries as of Merger Effective Date

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2024**

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2024**

	Major Funds						Total Governmental Funds
	General	Debt Service Series 2021 A-1 & A-2	Debt Service Series 2021 B-1 & B-2	Capital Projects Series 2021 A-1 & A-2	Capital Projects Series 2021 B-1 & B-2	Capital Projects Fund	
ASSETS							
Cash - Valley checking	\$ 252,148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252,148
Investments							
Revenue	-	304,292	127,575	-	-	-	431,867
Reserve A-1	-	130,250	-	-	-	-	130,250
Reserve A-2	-	66,262	-	-	-	-	66,262
Reserve B-1	-	-	262,397	-	-	-	262,397
Reserve B-2	-	-	269,775	-	-	-	269,775
Prepayment A-2	-	140,615	454,012	-	-	-	594,627
Construction	-	-	-	13	3	-	16
Construction-utility improvement	-	-	-	-	2,917	-	2,917
Due from Developer	11,496	-	-	-	145,560	-	157,056
Due from Grand Park Holding	1,387	12,817	516	-	-	-	14,720
Due from other	-	-	-	-	6,276,647	-	6,276,647
Deposits	1,227	-	-	-	-	-	1,227
Due from other funds							
General	-	2,025	14	-	-	1,234,340	1,236,379
Debt service	-	-	-	-	43,547	-	43,547
Capital projects 2021B-1 & B-2	2,236	-	-	-	-	-	2,236
Undeposited funds	14	-	99,415	-	-	-	99,429
Total assets	<u>\$ 268,508</u>	<u>\$ 656,261</u>	<u>\$ 1,213,704</u>	<u>\$ 13</u>	<u>\$ 6,468,674</u>	<u>\$ 1,234,340</u>	<u>\$ 9,841,500</u>
LIABILITIES							
Liabilities:							
Accounts payable	1,000	-	-	-	145,662	1,234,340	1,381,002
Accrued contracts payable	-	-	-	-	148,735	-	148,735
Retainage payable	-	-	-	29,319	10,070	494,563	533,952
Due to other funds							
General	-	-	-	-	2,236	-	2,236
Debt service 2021A-1 & A-2	2,039	-	-	-	-	-	2,039
Capital projects	-	43,547	-	-	-	-	43,547
Total liabilities	<u>3,039</u>	<u>43,547</u>	<u>-</u>	<u>29,319</u>	<u>306,703</u>	<u>1,728,903</u>	<u>2,111,511</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	1,387	12,817	516	-	6,422,207	1,234,340	7,671,267
Total deferred inflows of resources	<u>1,387</u>	<u>12,817</u>	<u>516</u>	<u>-</u>	<u>6,422,207</u>	<u>1,234,340</u>	<u>7,671,267</u>
FUND BALANCES							
Restricted							
Debt service	-	599,897	1,213,188	-	-	-	1,813,085
Capital projects	-	-	-	(29,306)	(260,236)	(1,728,903)	(2,018,445)
Unassigned	264,082	-	-	-	-	-	264,082
Total fund balances	<u>264,082</u>	<u>599,897</u>	<u>1,213,188</u>	<u>(29,306)</u>	<u>(260,236)</u>	<u>(1,728,903)</u>	<u>58,722</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 268,508</u>	<u>\$ 656,261</u>	<u>\$ 1,213,704</u>	<u>\$ 13</u>	<u>\$ 6,468,674</u>	<u>\$ 1,234,340</u>	<u>\$ 9,841,500</u>

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,438	\$ 109,308	\$ 377,521	29%
Assessment levy: off-roll	100,417	403,056	141,037	286%
Total revenues	<u>101,855</u>	<u>512,364</u>	<u>518,558</u>	99%
EXPENDITURES				
Professional & administrative				
Supervisors	800	6,800	12,900	53%
Management/accounting/recording	4,000	32,000	48,000	67%
Legal	902	2,084	20,000	10%
Engineering	4,110	9,600	15,000	64%
Audit	9,000	9,000	9,000	100%
Arbitrage rebate calculation	-	-	500	0%
Assessment roll preparation	458	3,667	5,500	67%
Dissemination agent	167	1,333	2,000	67%
Trustee	8,062	8,062	12,000	67%
Telephone	16	133	200	67%
Postage	152	701	500	140%
Legal advertising	-	517	1,500	34%
Annual special district fee	-	175	175	100%
Insurance	-	5,786	6,000	96%
Office supplies	-	-	500	0%
Miscellaneous/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Property appraiser & tax collector	22	1,633	7,865	21%
Total professional & administrative	<u>27,689</u>	<u>81,491</u>	<u>143,055</u>	57%
Filed operations				
Field ops management & accounting	833	6,667	10,000	67%
Electric	4,071	13,430	45,000	30%
Reclaimed water	9,146	19,202	45,000	43%
Well pump maintenance	-	-	15,000	0%
Wetland maintenance	21,875	86,100	125,000	69%
Wetland contract	-	-	7,500	0%
Fountain maintenance	-	-	50,000	0%
Pond contract	3,000	21,000	40,000	53%
Irrigation contract	9,757	42,863	15,000	286%
Irrigation pump maintenance	-	6,892	15,000	46%
Drainage maintenance	-	-	6,000	0%
Curb replacement	-	-	2,000	0%
Total field operations	<u>48,682</u>	<u>196,154</u>	<u>375,500</u>	52%
Total expenditures	<u>76,371</u>	<u>277,645</u>	<u>518,555</u>	54%
Excess/(deficiency) of revenues over/(under) expenditures	25,484	234,719	3	
Fund balances - beginning	<u>238,598</u>	<u>29,363</u>	<u>74,392</u>	
Fund balances - ending	<u>\$264,082</u>	<u>\$264,082</u>	<u>\$ 74,395</u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2021 A-1 & A-2
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 2,056	\$ 156,213	\$ 268,904	58%
Assessment levy: off-roll	26,586	151,422	168,078	90%
Assessment prepayments	33,285	1,793,444	-	N/A
Interest	5,190	41,545	-	N/A
Total revenues	<u>67,117</u>	<u>2,142,624</u>	<u>436,982</u>	490%
EXPENDITURES				
Debt service				
Principal - 2021A-1	90,000	90,000	90,000	100%
Principal prepayments - 2021A-1	-	1,195,000	-	N/A
Principal prepayments - 2021A-2	495,000	1,055,000	235,000	449%
Interest - 2021A-1	84,192	168,385	170,860	99%
Interest - 2021A-2	43,109	131,798	186,388	71%
Total debt service	<u>712,301</u>	<u>2,640,183</u>	<u>682,248</u>	387%
Other fees and charges				
Tax collector	31	2,334	5,602	42%
Total other fees and charges	<u>31</u>	<u>2,334</u>	<u>5,602</u>	42%
Total expenditures	<u>712,332</u>	<u>2,642,517</u>	<u>687,850</u>	384%
Excess/(deficiency) of revenues over/(under) expenditures	(645,215)	(499,893)	(250,868)	
Fund balances - beginning	1,245,112	1,099,790	672,558	
Fund balances - ending	<u>\$ 599,897</u>	<u>\$ 599,897</u>	<u>\$421,690</u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2021 B-1 & B-2
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 14	\$ 1,050	\$ 272,860	0%
Assessment levy: off-roll	65,827	398,197	295,806	135%
Assessment prepayments	343,947	555,812	-	N/A
Interest	4,069	25,195	-	N/A
Total revenues	<u>413,857</u>	<u>980,254</u>	<u>568,666</u>	172%
EXPENDITURES				
Debt service				
Principal - 2021B-1	85,000	85,000	85,000	100%
Principal prepayments - 2021B-2	-	-	25,000	0%
Interest - 2021B-1	87,364	174,729	177,279	99%
Interest - 2021B-2	134,887	269,773	270,806	100%
Total debt service	<u>307,251</u>	<u>529,502</u>	<u>558,085</u>	95%
Other fees and charges				
Tax collector	-	16	5,685	0%
Total other fees and charges	<u>-</u>	<u>16</u>	<u>5,685</u>	0%
Total expenditures	<u>307,251</u>	<u>529,518</u>	<u>563,770</u>	94%
Excess/(deficiency) of revenues over/(under) expenditures	106,606	450,736	4,896	
Fund balances - beginning	<u>1,106,582</u>	<u>762,452</u>	<u>783,256</u>	
Fund balances - ending	<u><u>\$1,213,188</u></u>	<u><u>\$1,213,188</u></u>	<u><u>\$788,152</u></u>	

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2021 A-1 & A-2
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date
REVENUES		
Developer contributions	\$ -	\$ 124,063
Total revenues	-	124,063
EXPENDITURES		
Capital outlay	-	121,093
Total expenditures	-	121,093
Excess/(deficiency) of revenues over/(under) expenditures	-	2,970
Fund balances - beginning	(29,306)	(32,276)
Fund balances - ending	\$ (29,306)	\$ (29,306)

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2021 B-1 & B-2
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date
REVENUES		
Developer contributions	\$ 45,783	\$1,332,616
Interest	568	11,997
Total revenues	46,351	1,344,613
EXPENDITURES		
Capital outlay	45,837	1,539,299
Total expenditures	45,837	1,539,299
Excess/(deficiency) of revenues over/(under) expenditures	514	(194,686)
Fund balances - beginning	(260,750)	(65,550)
Fund balances - ending	\$(260,236)	\$ (260,236)

**LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date
REVENUES		
Developer contributions	\$ 1,113,088	\$ 4,270,806
Total revenues	1,113,088	4,270,806
 EXPENDITURES		
Capital outlay	2,464,517	5,125,353
Total expenditures	2,464,517	5,125,353
Excess/(deficiency) of revenues over/(under) expenditures	(1,351,429)	(854,547)
Fund balances - beginning	(377,474)	(874,356)
Fund balances - ending	\$(1,728,903)	\$(1,728,903)

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

**MINUTES OF MEETING
LAKES OF SARASOTA
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Lakes of Sarasota Community Development District held a Regular Meeting on June 12, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

Present were:

Pete Williams	Chair
Sandy Foster	Vice Chair
John Leinaweaver	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also present:

Chuck Adams	District Manager
Barry Mazzoni	Wrathell, Hunt and Associates, LLC
Shawn Leins	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:09 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-02, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

41 Mr. Adams presented Resolution 2024-02 and the proposed Fiscal Year 2025 budget.

42

43 **On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in**
44 **favor, Resolution 2024-02, Approving a Proposed Budget for Fiscal Year**
45 **2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on**
46 **August 14, 2024 at 11:00 a.m., at 5800 Lakewood Ranch Blvd., Sarasota, Florida**
47 **34240; Addressing Transmittal, Posting and Publication Requirements;**
48 **Addressing Severability; and Providing an Effective Date, was adopted.**

49

50

51 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2024-03,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date

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58 Mr. Adams presented Resolution 2024-03.

59

60 **On MOTION by Mr. Williams and seconded by Ms. Foster, with all in favor,**
61 **Resolution 2024-03, Designating Dates, Times and Locations for Regular**
62 **Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025**
63 **and Providing for an Effective Date, was adopted.**

64

65

66 **FIFTH ORDER OF BUSINESS**

Acceptance of the Unaudited Financial
Statements as of April 30, 2024

67

68

69 **On MOTION by Mr. Williams and seconded by Mr. Leinaweaver, with all in**
70 **favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.**

71

72

73 **SIXTH ORDER OF BUSINESS**

Approval of May 8, 2024 Regular Meeting
Minutes

74

75

76 **On MOTION by Mr. Williams and seconded by Mr. Blakley, with all in favor, the**
77 **May 8, 2024 Regular Meeting Minutes, as presented, were approved.**

78

79

80 **SEVENTH ORDER OF BUSINESS**

Staff Reports

81

82 **A. District Counsel: Vogler Ashton, PLLC**

83 There was no report.

84 **B. District Engineer: AM Engineering, Inc.**

85 Mr. Leins stated construction of the infrastructure is proceeding smoothly.

86 **C. District Manager: Wrathell, Hunt and Associates, LLC**

87 • **305 Registered Voters in District as of April 15, 2024**

88 • **NEXT MEETING DATE: July 10, 2024 at 11:00 AM**

89 ○ **QUORUM CHECK**

90

91 **EIGHTH ORDER OF BUSINESS**

Board Members' Comments/Requests

92

93 There were no Board Members' comments or requests.

94

95 **NINTH ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items
(limited to 3 minutes per individual)**

96

97

98 No members of the public spoke.

99

100 **TENTH ORDER OF BUSINESS**

Adjournment

101

On MOTION by Ms. Foster and seconded by Mr. Williams, with all in favor, the meeting adjourned at 11:12 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

110
111
112
113
114

Secretary/Assistant Secretary

Chair/Vice Chair

LAKES OF SARASOTA

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

LAKES OF SARASOTA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

5800 Lakewood Ranch Blvd, Sarasota, FL 34240

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	11:00 AM
November 8, 2023	Regular Meeting	11:00 AM
December 13, 2023 CANCELED	Regular Meeting	11:00 AM
January 10, 2024	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
March 13, 2024	Regular Meeting	11:00 AM
April 10, 2024	Regular Meeting	11:00 AM
May 8, 2024	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
July 10, 2024	Regular Meeting	11:00 AM
August 14, 2024	Public Hearing & Regular Meeting	11:00 AM
September 11, 2024	Regular Meeting	11:00 AM