



# **EVERLANDS COMMUNITY DEVELOPMENT DISTRICT**

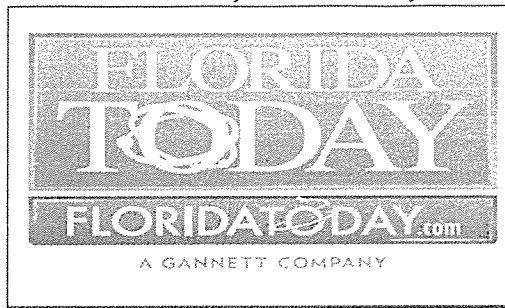
**REGULAR BOARD MEETING  
JULY 8, 2022  
10:00 A.M.**

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

**[www.everlandscdd.org](http://www.everlandscdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile**

**AGENDA**  
**EVERLANDS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Offices of B.S.E. Consultants, Inc.  
312 South Harbour City Boulevard  
Melbourne, Florida 32949  
**REGULAR BOARD MEETING**  
July 8, 2022  
10:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. March 11, 2022 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Budget...Page 4
  - 2. Consider Approval of Bond Counsel Engagement Letter.....Page 11
  - 3. Consider Approval of Investment Banker Engagement Letter.....Page 13
  - 4. Consider Approval of Trustee Engagement Letter.....Page 16
  - 5. Consider Approval of Engineering Report – Phase 2 Infrastructure Improvements.....Page 17
  - 6. Consider Approval of Assessment Methodology.....Page 34
  - 7. Consider Resolution No. 2022-02 – Authorizing Bonds.....Page 35
  - 8. Consider Resolution No. 2022-03 – Declaring Special Assessments.....Page 96
  - 9. Consider Resolution No. 2022-04 – Setting Public Hearing on Assessments.....Page 101
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn



EVERLANDS COMMUNITY DEVELOPMENT  
2501 BURNS RD STE A

PALM BEACH GARDENS, FL, 33410

Ad#5111571 02/03/2022  
EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT FISCAL YEAR  
2021/2022 REGULAR MEETING  
SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Everlands Community Development District (the "District") will hold Regular Board Meetings (the "Meeting" or "Meetings") at the offices of B.S.F. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949 at 10:00 a.m. on the following dates:

February 11, 2022  
March 11, 2022  
April 8, 2022  
May 13, 2022  
June 10, 2022  
July 8, 2022  
August 12, 2022  
September 9, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website [www.everlandscdd.org](http://www.everlandscdd.org) or by contacting the District Manager at 772-345-5119 or by email at [bsakuma@dsinc.org](mailto:bsakuma@dsinc.org) and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meetings may be continued to a date, time and place to be specified on the record at the Meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone may be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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

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

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

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
[www.everlandscdd.org](http://www.everlandscdd.org)

STATE OF WISCONSIN COUNTY OF BROWN:  
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

#### Legal Notices

as published in **FLORIDA TODAY** in the issue(s) dated: or by publication on the newspaper's website, if authorized, on

02/03/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3th of February 2022, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: \$271.25

Ad No: 0005111571

Customer No: BRE-0000001214

This is not an invoice

# of Affidavits 1

VICKY FELTY  
Notary Public  
State of Wisconsin

**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MARCH 11, 2022**

**A. CALL TO ORDER**

The Regular Board Meeting of the Everlands Community Development District (the “District”) was called to order at 10:08 a.m. at 312 South Harbor City Boulevard, Melbourne, Florida 32949.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Florida Today* on February 3, 2022, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Gregory J. Pettibon, Bojana Brown and Jared Shaver

Also in attendance were Frank Sakuma of Special District Services, Inc.; Attorney Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. (by phone); Ken Ludwa of B.S.E. Consultants, Inc.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Ms. Wald informed the Board it would be appropriate to add an agenda item for Board consideration of a Bill of Sale related to improvements contemplated for bond requisition. Mr. Sakuma requested approval to amend the agenda by adding “Bill of Sale” under the New Business section of the Agenda.

A **motion** was made by Mr. Pettibon, seconded by Mr. Shaver and unanimously passed adopting the agenda as amended.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. February 11, 2022, Regular Board Meeting**

The February 11, 2022, Regular Board Meeting minutes were presented for Board approval.

A **motion** was made by Ms. Brown, seconded by Mr. Beer and passed unanimously approving the November 12, 2021, Regular Board Meeting Minutes, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **H. NEW BUSINESS**

### **2. Consider Bill of Sale**

Mr. Sakuma suggested it would be appropriate for the Board to consider the Bill of Sale prior to consideration of the requisition. Ms. Wald explained the necessary elements of the Bill of Sale and answered questions posed by the Board and Engineer.

A **motion** was made by Mr. Pettibon, seconded by Mr. Shaver and unanimously passed accepting the improvements listed on the bill of sale, once revised by the District's Engineer and approved by the District's Attorney.

### **3. Consider Approval of Requisition No. 3**

After discussion among the Board and staff related to necessary support needed for requisition No. 3, a **motion** was made by Mr. Pettibon, seconded by Mr. Shaver and unanimously passed authorizing the Chairperson to execute requisition No. 3 after revisions to Exhibit A by the Engineer and final review and approval by the District's Attorney.

## **J. ADMINISTRATIVE MATTERS**

Ms. Wald notified the Board and Engineer of the required stormwater needs analysis, which must be submitted on or before June 30<sup>th</sup>.

## **K. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

## **L. ADJOURNMENT**

There being no further business to come before the Board, Mr. Pettibon adjourned the meeting at 10:27 a.m. There were no objections.

**ATTESTED BY:**

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Secretary/Assistant Secretary

---

Chairperson/Vice-Chair

**RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
EVERLANDS COMMUNITY DEVELOPMENT DISTRICT APPROVING  
A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Everlands Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS**, the Proposed Budget including the Assessments for Fiscal Year 2022/2023 has been prepared and considered by the Board.

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

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted.

**Section 2.** A Public Hearing is hereby scheduled for \_\_\_\_\_, 2022, at 10:00 a.m. in the Offices of B.S.E. Consultants, Inc. 312 South Harbour City Boulevard, Melbourne, FL 32949, for the purpose of receiving public comments on the Proposed Fiscal Year 2022/2023 Budget.

**PASSED, ADOPTED and EFFECTIVE** this 8<sup>th</sup> day of July, 2022.

**ATTEST:**

**EVERLANDS  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

# Everlands Community Development District

**Proposed Budget For  
Fiscal Year 2022/2023  
October 1, 2022 - September 30, 2023**

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- IV      ASSESSMENT COMPARISON**



**PROPOSED BUDGET**  
**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	<b>FISCAL YEAR 2022/2023 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	100,000
Developer Contribution	0
Debt Assessments	189,570
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 289,570</b>
<b>EXPENDITURES</b>	
Supervisor Fees	0
Engineering/Inspections	3,500
Management	37,080
Legal	20,000
Assessment Roll	7,500
Audit Fees	4,400
Arbitrage Rebate Fee	0
Insurance	5,500
Legal Advertisements	2,000
Miscellaneous	2,045
Postage	300
Office Supplies	1,250
Dues & Subscriptions	175
Trustee Fees	4,250
Continuing Disclosure Fee	1,000
Miscellaneous Maintenance	5,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 94,000</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 195,570</b>
Bond Payments	(178,196)
<b>BALANCE</b>	<b>\$ 17,374</b>
County Appraiser & Tax Collector Fee	(5,791)
Discounts For Early Payments	(11,583)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	100,000	Expenditures/.94
Developer Contribution	84,322	84,475	0	
Debt Assessments	0	0	189,570	Bond Payments/.94
Interest Income	12	0	0	
<b>TOTAL REVENUES</b>	<b>\$ 84,334</b>	<b>\$ 84,475</b>	<b>\$ 289,570</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	0	0	0	
Engineering/Inspections	11,330	2,500	3,500	
Management	36,000	36,000	37,080	CPI Increase (Capped At 3%)
Legal	18,848	20,000	20,000	
Assessment Roll	0	7,500	7,500	As Per Contract
Audit Fees	0	4,000	4,400	For Fiscal Year 2021/2022 Audit
Arbitrage Rebate Fee	0	0	0	2021 Bond Qualifies For Small User Exception
Insurance	5,000	5,500	5,500	Insurance Estimate
Legal Advertisements	7,465	6,000	2,000	\$4,000 Decrease From 2021/2022 Budget
Miscellaneous	479	1,000	2,045	
Postage	294	300	300	
Office Supplies	448	1,500	1,250	
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	4,250	Trustee Fees
Continuing Disclosure Fee	0	0	1,000	Continuing Disclosure Fee
Miscellaneous Maintenance	0	0	5,000	Miscellaneous Maintenance
<b>TOTAL EXPENDITURES</b>	<b>\$ 80,039</b>	<b>\$ 84,475</b>	<b>\$ 94,000</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 4,295</b>	<b>\$ -</b>	<b>\$ 195,570</b>	
Bond Payments	0	0	(178,196)	2023 P & I Payments Less Earned Interest
<b>BALANCE</b>	<b>\$ 4,295</b>	<b>\$ -</b>	<b>\$ 17,374</b>	
County Appraiser & Tax Collector Fee	0	0	(5,791)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	0	(11,583)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 4,295</b>	<b>\$ -</b>	<b>\$ -</b>	

# DETAILED PROPOSED DEBT SERVICE FUND BUDGET

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	25	Projected Interest For 2022/2023
Developer Contribution	0	0	0	
NAV Tax Collection	0	0	178,196	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 178,221</b>	
<b>EXPENDITURES</b>				
Principal Payments	0	0	70,000	Principal Payment Due In 2023
Interest Payments	0	0	105,921	Interest Payments Due In 2023
Bond Redemption	0	0	2,300	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 178,221</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

## Series 2021 Bond Information

Original Par Amount =	\$3,200,000	Annual Principal Payments Due =	December 15th
Interest Rate =	2.20% - 4.00%	Annual Interest Payments Due =	June 15th & December 15th
Issue Date =	October 2021		
Maturity Date =	December 2051		
Par Amount As Of 1/1/22 =	\$3,200,000		

# **EVERLANDS COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON**

	Original Projected Assessment*	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Projected Assessment*
O & M For Single Family 50' - 2021 Project		\$ -	\$ -	\$ 99.81
Debt For Single Family 50' - 2021 Project	\$ 1,170.17	\$ -	\$ -	\$ 1,170.19
<b>Total For Single Family Residential</b>	<b>\$ 1,170.17</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,270.00</b>
O & M For Expansion Area (840 Units)		\$ -	\$ -	\$ 99.81
Debt For Expansion Area	\$ -	\$ -	\$ -	\$ -
<b>Total For Single Family Residential (840 Units)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99.81</b>

\* Assessments Include the Following:

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

O&M Assessed To 1,002 Units

Debt Assessed To 162 Units

Community Information

1,002 Total Units

2021 Project

Single Family 50' : 162 Units

June 29, 2022

Board of Supervisors of the Everlands  
Community Development District  
c/o Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: Frank Sakuma, Jr.

Re: Everlands Community Development District  
Special Assessment Bonds, Series 2022 (Expansion Area Project)

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Everlands Community Development District (the "District") of its planned Special Assessment Bonds, Series 2022 (Expansion Area Project) (herein, the "Bonds") to finance the District's public improvement plan.

We have extensive experience serving as Bond Counsel for all types of municipal transactions throughout the State of Florida and is a nationally recognized bond counsel firm. We specialize in community development district financings serving as either bond counsel, disclosure counsel or underwriter's counsel. Our tax department is second to none with specialized expertise in the tax analysis associated with, but not limited to, community development district financings in Florida.

As Bond Counsel we would draft the bond documents and resolutions. We will work closely with Underwriter's counsel, Issuer's counsel and the District Manager on all aspects of this proposed financing, including assisting District counsel in the validation of the Bonds and assisting Underwriter's counsel in the preparation of the offering document. At the closing, we will deliver our approving tax opinion regarding the validity of the Bonds and its tax-exempt status.

Our fee for the services rendered would be the lesser of \$55,000, or the number of actual attorney hours incurred. Our fee and expenses would be payable at the time of the closing. If for any reason the Bonds do not close because of a decision of the District, we would bill the District the lesser of our above quoted fees or the actual number of hours incurred by our attorneys and paralegals at their respective rates discounted by 20%.

We will also seek reimbursement of our reasonable documented expenses in an amount not to exceed \$1,500. Our fees are payable at, and contingent upon, the closing of the Bonds (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fee assumes that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors of the Issuer.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of bond counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAURIG, P.A.

A handwritten signature in black ink that reads "Stephen D. Sanford /st". The signature is written in a cursive, flowing style.

Stephen D. Sanford  
Shareholder

Agreed and Accepted:

EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

65839375v1/187156.010300

July 1, 2022

Everlands Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: Mr. B. Frank Sakuma, Jr.

Re: Everlands CDD, Series 2022 Bonds

Dear Mr. Sakuma:

We are writing to provide you, as the Everlands Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).



- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,



accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_



Global Corporate Trust Services  
500 West Cypress Creek Road  
Suite 460  
Fort Lauderdale, Florida 33309

June 30<sup>th</sup>, 2022

Everlands Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Re: Everlands Community Development District  
Special Assessment Revenue Bonds, Series 2022 (Expansion Area)

We are pleased to confirm the following fee structure for the above referenced issue:

Acceptance Fee	\$2,125.00
Closing Expenses	\$150.00 (Est., South Florida Closing)
Annual Trustee, Paying Agent and Registrar Fee	\$3,950.00
(Calculated at 0.03% of Bonds Outstanding; Min of \$3,950, Max of \$8,750)	
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
<u>Trustee Counsel Fee</u>	<u>\$6,000.00 (Estimated)</u>

*This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly. Payment of the fees detailed herein constitutes acceptance of the terms and conditions set forth.*

The above fees and expenses would be paid in advance. Thank you for the opportunity to continue to provide our services to the District. Please do not hesitate to contact me at 954.938.2471 if you have any questions or if you need any additional information.

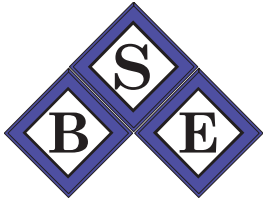
Sincerely,

*Robert E. Hedgecock*

Robert E. Hedgecock  
Assistant Vice President

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

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



**B.S.E. CONSULTANTS, INC.**  
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.  
President

Hassan Kamal, P.E.  
Vice President

June 26, 2022

Everlands Community Development District  
c/o Special District Services, Inc.  
10807 SW Tradition Square  
Port St. Lucie, FL 34987

Attn: Greg Pettibon, Chairman  
Frank Sakuma, District Manager

Re: Engineering Report – Phase 1 Infrastructure Improvement Bonds

We are pleased to present herein the Engineering Report associated with the District's expected issuance of Special Assessment Bonds to fund the construction, acquisition and installation of public infrastructure improvements. This report provides a description of the proposed Project together with design criteria, general service locations and estimated costs.

The current Project consists of on-site and off-site improvements for Phase 2 (Palm Vista Everlands) as well as off-site water main and force main improvements on St. Johns Heritage Parkway (SJHP) to serve the overall District.

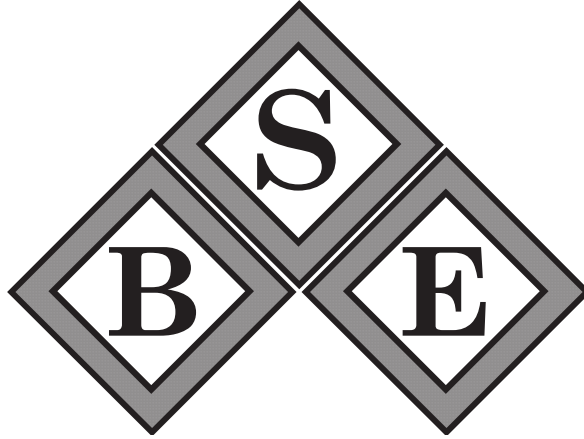
It is our professional opinion that the infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District.

We thank you for the opportunity to be of service in this matter.

Sincerely,

*Kenneth Ludwa*

Kenneth Ludwa, P.E.  
Everlands CDD District Engineer



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**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEERING REPORT  
PHASE 2 INFRASTRUCTURE IMPROVEMENTS**

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**SUBMITTED TO:**

Everlands Community Development District  
c/o Special District Services, Inc.  
10807 SW Tradition Square  
Port St. Lucie, FL 34987

**PREPARED BY:**

B.S.E. Consultants, Inc.  
312 South Harbor City Boulevard, Suite 4  
Melbourne, FL 32901

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**June 2022  
B.S.E. File # 10860.500**

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
PHASE 2 ENGINEERING REPORT  
INFRASTRUCTURE IMPROVEMENTS  
BSE File #10860.500

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## EXECUTIVE SUMMARY

The Everlands Community Development District (the District) is pursuant to Chapter 190 Florida Statutes authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities and basic infrastructure benefiting lands within the District. In accordance with this authority, the District has identified facilities, systems and basic infrastructure authorized by Chapter 190 and their costs required to provide service based on the anticipated land uses in the District. The District has requested an Engineering Report be prepared by the District Engineer to identify certain required facilities, service locations, and projected costs associated with those improvements.

The current project consists of on-site and off-site improvements for Phase 2 (Medley) as well as remaining off-site water main and force main improvements on St. Johns Heritage Parkway (SJHP) to serve the overall District (herein the “Project”), as described below.

- **Phase 2 (Palm Vista Medley at Everlands):** On-site paving, grading, drainage, and utilities for construction of the ±840-unit subdivision.
- **SJHP Off-Site Utility Improvements:** 16-inch water main and 16-inch force main on St. Johns Heritage Parkway from interim termination points north of Pace Drive to Emerson Drive.

The total cost for Phase 2 is estimated to be **\$28,480,397.67**. The Project will provide special benefit to the assessable lands within the District, indicated within the attached Exhibits.

Additional District utilities will be described in future engineering reports, including future phases.

The District and the City of Palm Bay will provide services to the lands within the District. Some facilities constructed or acquired by the District, such as potable water and wastewater facilities will be transferred to local government for ownership, operation, and maintenance. Other facilities, such as road rights-of-way, stormwater management facilities, landscape, and hardscape improvements will be owned and/or maintained by the District. All public infrastructure that will be financed by the District will be on land owned by the District or subject to a permanent easement dedicated to the District.

## **DISTRICT LOCATION AND LIMITS**

The District is located within the corporate limits of the City of Palm Bay, Florida. The District currently encompasses the following areas:

- Phase 1/Palm Vista Everlands ( $\pm 50.4$  acres) located east of St. Johns Heritage Parkway (SJHP) between the Melbourne-Tillman Water Control District (MTWCD) C-1 Canal and Pace Drive. This phase (162 units) is complete.
- Phase 2/Palm Vista Medley at Everlands ( $\pm 291.11$  acres) located east of St. Johns Heritage Parkway (SJHP) between Pace Drive and Emerson Drive. This phase will be  $\pm 840$  units. Construction will commence in mid-2022. Refer to attached sketch and legal description for the Medley subdivision.

Total District area is currently  $\pm 341.51$  acres. Refer to attached sketch and legal description of current District boundaries.

## **PROPOSED DISTRICT FACILITIES**

### **I. Stormwater Management Facilities**

1. **Existing Facilities** – The District lands have historically been utilized for agricultural purposes, including intermittent sod and cattle pasture, over the past 30-40 years. The land is traversed by a series of minor agricultural drainage ditches. These ditches have effectively provided adequate drainage for the ongoing agricultural operations. In Phase 1, stormwater management facilities were constructed for the Palm Vista Everlands subdivision.
2. **Proposed Facilities** – Stormwater management facilities are designed in accordance with criteria established by the City of Palm Bay, Melbourne-Tillman Water Control District (MTWCD) and the St. Johns River Water Management District (SJRWMD). These criteria include requirements to provide flood protection, water quality treatment, and discharge attenuation so that stormwater discharge from the site in the post-development condition does not exceed pre-development values.

Proposed Phase 2 facilities will include stormwater ponds and interconnecting pipes and discharge control structures in the Medley subdivision. Drainage inlets, curb and gutter, swales, pipes, and soil stabilization methods will also be constructed to insure the system functions in accordance with applicable governmental agency requirements. The District will own and maintain the stormwater management and drainage facilities.

Additional District stormwater management facilities will be assessed in future



engineering reports, including future phases as well as ponds, interconnecting pipes, control structures, and water quality treatment facilities.

## **II. Utilities**

1. **Existing Facilities** – In Phase 1, offsite water main and force main were constructed to interim termination points on SJHP. A 16-inch water main was extended from SJHP Station 25+50 to Station 109+60, and a 16-inch force was extended from SJHP Station 24+40 to Station 85+40. Water mains, gravity sewer, lift station, and force main were also constructed for the Palm Vista Everlands subdivision.
2. **Proposed Facilities** – Phase 2 includes completion of the off-site utility improvements, from the interim termination points to Emerson Drive. Refer to Off-site Utilities Exhibit. The SJHP water main and force main extension are based on plans developed and approved by the City of Palm Bay in 2018.

Phase 2 also includes water and sewer utility improvements in the Medley subdivision. Water and wastewater reports will be prepared for each phase of development. The facilities will include on-site water mains within the subdivision, on-site gravity sewers, two sanitary lift stations, on-site force mains, and off-site water main and force main to connect to the SJHP utility extensions at Pace Drive. No lateral utility service lines on private property will be financed by the District.

Water mains are designed for a design flow of 275 gpm per ERC with a peaking factor of 4.0. The potable water system will be designed to provide fire flows of 1,000 gpm plus peak potable water demand with a minimum pressure of 20 psi and a maximum flow velocity of 10 ft/s.

Force mains are designed for a sanitary design flow of 210 gpm per ERC with a peak factor calculated using the Ten States Standards formula, based on population. Minimum force main flow velocity is 2 ft/s.

This report assesses facilities and costs for the off-site water main from SJHP Station 109+60 to Emerson Drive, off-site force main from SJHP Station 85+40 to Emerson Drive, and Phase 2 (Medley subdivision) on-site utilities. Additional District utility phases will be assessed in future engineering reports.

## **ESTIMATED PROJECT COSTS**

Separate cost estimates for Phase 2 (Medley subdivision) and SJHP Off-Site Utilities are provided in Appendix A and summarized in the table below. The total estimated cost is \$28,480,397.67. Quantities for the Medley subdivision are based on preliminary plans and bid prices, verified at



market rates by the District Engineer. Actual quantities are likely to change in final plans; however, preliminary quantities are conservatively low. The cost estimates are based on current prices at current cost levels with no allowances for inflation or escalation over time.

**Table 1. Overall Cost Summary**

<b>Item</b>	<b>Cost</b>
Phase 2 (Medley subdivision)	\$27,120,789.00
Off-Site Water Main and Force Main	\$1,359,608.67
<b>Total Overall Cost</b>	<b>\$28,480,397.67</b>

## **CONCLUSIONS AND RECOMMENDATIONS**

The public infrastructure to be financed by the District is designed and sized based upon the requirements for the development within the District (assuming current boundaries) and is in conformance with applicable governmental regulations and accepted engineering design practices.

It is our professional opinion that the 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 equal to or exceeding the cost thereof. 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 District will pay no more for the public improvements than the actual cost or the current market value, whichever is less.

We recommend that the District proceed to obtain the necessary funding to acquire and/or construct the facilities discussed herein.



## EXHIBITS

# THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

## PALM VISTA EAST CDD EXPANSION DESCRIPTION

### PALM VISTA EVERLANDS

A PARCEL OF LAND IN SECTIONS 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AND RUN N00°42'46"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 112.52 FEET; THENCE S89°44'39"W A DISTANCE OF 47.01 FEET TO THE NORTH RIGHT-OF-WAY OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER ONE (A 225 FOOT RIGHT-OF-WAY); THENCE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 831.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°44'39"W, ALONG SAID NORTH RIGHT-OF-WAY OF CANAL NUMBER ONE, A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°38'41"E, ALONG SAID WEST LINE OF SECTION 28, A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT-OF-WAY), A DISTANCE OF 69.08 FEET TO THE SOUTHEAST CORNER OF ST JOHNS HERITAGE PARKWAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID ST JOHNS HERITAGE PARKWAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N00°41'01"E, A DISTANCE OF 343.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°28'43", A CHORD LENGTH OF 680.48 FEET AND A CHORD BEARING OF N07°55'20"E), A DISTANCE OF 682.29 FEET TO THE END OF SAID CURVE; 3) THENCE N15°09'41"E, A DISTANCE OF 258.03 FEET TO THE SOUTHWEST CORNER OF PACE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°57'24", A CHORD DISTANCE OF 49.48 FEET, AND A CHORD BEARING OF N60°08'24"E), A DISTANCE OF 54.95 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E, A DISTANCE OF 222.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 543.38 FEET, AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 548.66 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 850.62 FEET, AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 862.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1542.49 FEET, A CENTRAL ANGLE OF 00°26'48", A CHORD LENGTH OF 12.02 FEET, AND A CHORD BEARING OF S69°44'13"E), A DISTANCE OF 12.02 FEET TO THE NORTHWEST CORNER OF PARCEL G, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5468, PAGE 6880, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°07'38"E, ALONG THE WEST LINE OF SAID PARCEL G, A DISTANCE OF 1155.02 FEET TO THE POINT OF BEGINNING. CONTAINING 50.4 ACRES MORE OR LESS.

TOGETHER WITH

### PALM VISTA EAST EXPANSION AREA

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF 07°56'29", A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF S03°18'09"E), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE N89°19'54"W A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF 06°09'07", A CHORD LENGTH OF 236.11 FEET AND A CHORD BEARING OF S11°13'05"W), A DISTANCE OF 236.22 FEET TO THE A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°17'39", A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF S07°08'50"W), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE S00°00'00"E A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF 17°24'15", A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF S08°42'08"E), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 18°06'58", A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF S08°20'46"E), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE S00°42'43"W A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF 14°26'59", A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF S07°56'12"W), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE S15°09'41"W A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'36" A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF S29°51'36"E), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF 20°44'51", A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF S79°53'15"E), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE N89°44'20"E A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING. CONTAINING 291.11 ACRES, MORE OR LESS.

CONTAINING 341.51 NET ACRES, +/-

## PALM VISTA EAST CDD EXPANSION



### B.S.E. CONSULTANTS, INC.

CONSULTING - ENGINEERING - LAND SURVEYING

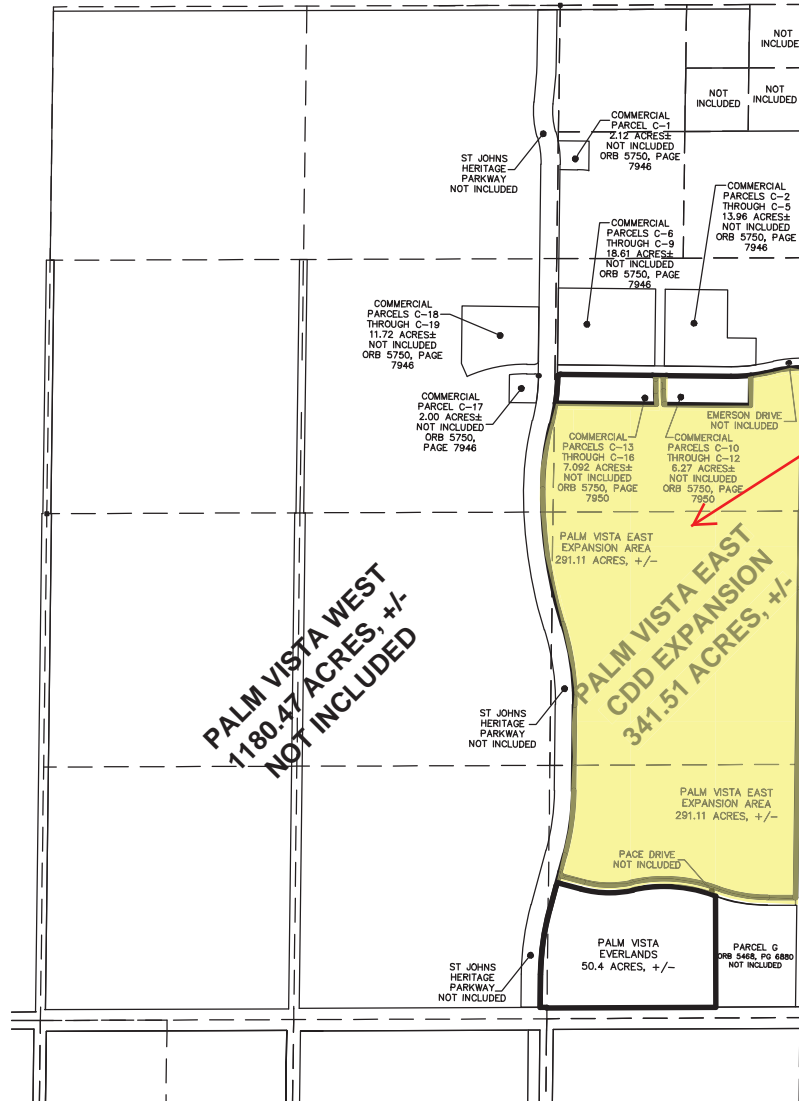
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/04/2021  
DESIGN/DRAWN: LEH  
DRAWING# 10860500\_100\_002  
PROJECT# 10860.500  
SHEET 1 OF 2

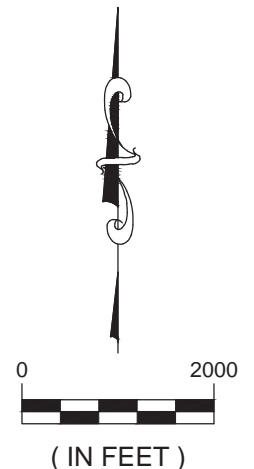
LESLIE E. HOWARD  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 5611

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



AREA INCLUDED  
IN PHASE 2  
ENGINEER'S  
REPORT

PALM VISTA EVERLANDS = 50.4 ACRES, +/-  
PALM VISTA EAST EXPANSION AREA = 291.11 ACRES, +/-  
TOTAL PALM VISTA EAST CDD EXPANSION = 341.51 ACRES, +/-



## PALM VISTA EAST CDD EXPANSION



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/04/2021  
DESIGN/DRAWN: LEH  
DRAWING# 10860500\_100\_002  
PROJECT# 10860.500  
SHEET 2 OF 2



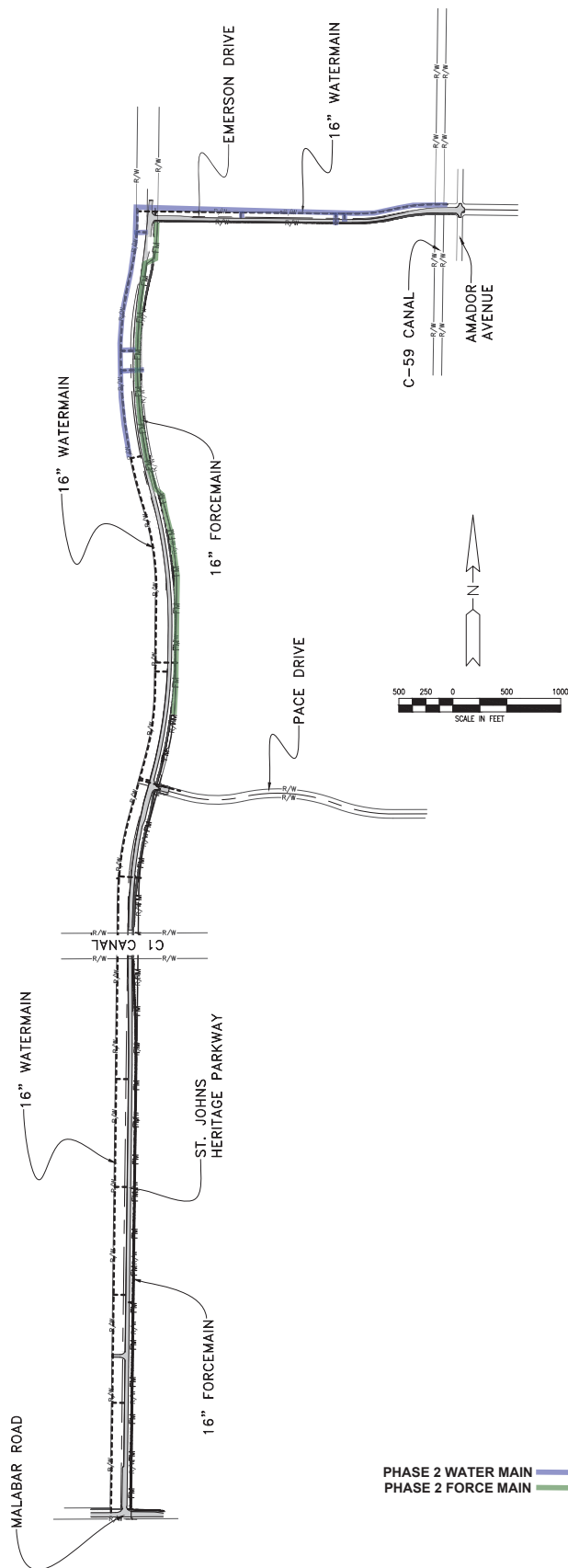
**BSE CONSULTANTS, INC.**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NUMBER 1418

311 EAST BAYVIEW AVENUE, SUITE 100  
MIAMI, FLORIDA 33133  
TEL: 305.555.1111 FAX: 305.555.1112  
WWW.BSECONSULTANTS.COM

PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSE NUMBER 1418

**ABBREVIATIONS**

AL		ALUMINUM	
101. H	HIGHWAY	191. S	SUBDIVISION
102. I	IRON	201. T	TOWN
103. L	LEAD	211. V	VILLAGE
104. LI	LITHIUM	221. W	WATER
105. LU	LUTHER	231. X	X-RAY
106. MA	MAGNETIC	241. Y	YACHT
107. MB	MAGNETIC BAR	251. Z	ZINC
108. MC	MAGNETIC CANTILEVER	261. AA	ALUMINUM ANGLE
109. MD	MAGNETIC DIAL	271. AB	ALUMINUM BOLT
110. ME	MAGNETIC END	281. AC	ALUMINUM CANTILEVER
111. MF	MAGNETIC FOOT	291. AD	ALUMINUM DIAL
112. MG	MAGNETIC GAGE	301. AE	ALUMINUM END
113. MH	MAGNETIC HEAD	311. AF	ALUMINUM FOOT
114. MI	MAGNETIC INDICATOR	321. AG	ALUMINUM GAGE
115. MJ	MAGNETIC JAW	331. AH	ALUMINUM HEAD
116. MK	MAGNETIC KNOB	341. AI	ALUMINUM INDICATOR
117. ML	MAGNETIC LEVER	351. AJ	ALUMINUM JAW
118. MM	MAGNETIC MEASURE	361. AK	ALUMINUM KNOB
119. MN	MAGNETIC NUT	371. AL	ALUMINUM LEVER
120. MO	MAGNETIC OIL	381. AM	ALUMINUM MEASURE
121. MP	MAGNETIC PIVOT	391. AN	ALUMINUM NUT
122. MQ	MAGNETIC QUANTITY	401. AO	ALUMINUM OIL
123. MR	MAGNETIC RAIL	411. AP	ALUMINUM PIVOT
124. MS	MAGNETIC SCALE	421. AQ	ALUMINUM QUANTITY
125. MT	MAGNETIC TAIL	431. AR	ALUMINUM RAIL
126. MU	MAGNETIC UNIT	441. AS	ALUMINUM SCALE
127. MV	MAGNETIC VOLUME	451. AT	ALUMINUM TAIL
128. MW	MAGNETIC WEIGHT	461. AU	ALUMINUM UNIT
129. MX	MAGNETIC X-RAY	471. AV	ALUMINUM VOLUME
130. MY	MAGNETIC YACHT	481. AW	ALUMINUM WEIGHT
131. MZ	MAGNETIC ZINC	491. AX	ALUMINUM X-RAY
132. NA	NATURAL	501. AY	ALUMINUM YACHT
133. NB	NATURAL BALANCE	511. AZ	ALUMINUM ZINC
134. NC	NATURAL CANTILEVER	521. BA	BALANCE
135. ND	NATURAL DIAL	531. BB	BALANCE BALANCE
136. NE	NATURAL END	541. BC	BALANCE CANTILEVER
137. NF	NATURAL FOOT	551. BD	BALANCE DIAL
138. NG	NATURAL GAGE	561. BE	BALANCE END
139. NH	NATURAL HEAD	571. BF	BALANCE FOOT
140. NI	NATURAL INDICATOR	581. BG	BALANCE GAGE
141. NJ	NATURAL JAW	591. BH	BALANCE HEAD
142. NK	NATURAL KNOB	601. BI	BALANCE INDICATOR
143. NL	NATURAL LEVER	611. BJ	BALANCE JAW
144. NM	NATURAL MEASURE	621. BK	BALANCE KNOB
145. NN	NATURAL NUT	631. BL	BALANCE LEVER
146. NO	NATURAL OIL	641. BM	BALANCE MEASURE
147. NP	NATURAL PIVOT	651. BN	BALANCE NUT
148. NQ	NATURAL QUANTITY	661. BO	BALANCE OIL
149. NR	NATURAL RAIL	671. BP	BALANCE PIVOT
150. NS	NATURAL SCALE	681. BQ	BALANCE QUANTITY
151. NT	NATURAL TAIL	691. BR	BALANCE RAIL
152. NU	NATURAL UNIT	701. BS	BALANCE SCALE
153. NV	NATURAL VOLUME	711. BT	BALANCE TAIL
154. NW	NATURAL WEIGHT	721. BU	BALANCE UNIT
155. NX	NATURAL X-RAY	731. BV	BALANCE VOLUME
156. NY	NATURAL YACHT	741. BW	BALANCE WEIGHT
157. NZ	NATURAL ZINC	751. BX	BALANCE X-RAY
158. OA	ODD	761. BY	BALANCE YACHT
159. OB	ODD BALANCE	771. BZ	BALANCE ZINC
160. OC	ODD CANTILEVER	781. CA	CALCULATED
161. OD	ODD DIAL	791. CB	CALCULATED BALANCE
162. OE	ODD END	801. CC	CALCULATED CANTILEVER
163. OF	ODD FOOT	811. CD	CALCULATED DIAL
164. OG	ODD GAGE	821. CE	CALCULATED END
165. OH	ODD HEAD	831. CF	CALCULATED FOOT
166. OI	ODD INDICATOR	841. CG	CALCULATED GAGE
167. OJ	ODD JAW	851. CH	CALCULATED HEAD
168. OK	ODD KNOB	861. CI	CALCULATED INDICATOR
169. OL	ODD LEVER	871. CJ	CALCULATED JAW
170. OM	ODD MEASURE	881. CK	CALCULATED KNOB
171. ON	ODD NUT	891. CL	CALCULATED LEVER
172. OO	ODD OIL	901. CM	CALCULATED MEASURE
173. OP	ODD PIVOT	911. CN	CALCULATED NUT
174. OQ	ODD QUANTITY	921. CO	CALCULATED OIL
175. OR	ODD RAIL	931. CP	CALCULATED PIVOT
176. OS	ODD SCALE	941. CQ	CALCULATED QUANTITY
177. OT	ODD TAIL	951. CR	CALCULATED RAIL
178. OU	ODD UNIT	961. CS	CALCULATED SCALE
179. OV	ODD VOLUME	971. CT	CALCULATED TAIL
180. OW	ODD WEIGHT	981. CU	CALCULATED UNIT
181. OX	ODD X-RAY	991. CV	CALCULATED VOLUME
182. OY	ODD YACHT	1001. CW	CALCULATED WEIGHT
183. OZ	ODD ZINC	1011. CX	CALCULATED X-RAY
184. OA	ODD	1021. CY	CALCULATED YACHT
185. OB	ODD BALANCE	1031. CZ	CALCULATED ZINC
186. OC	ODD CANTILEVER	1041. DA	DALY
187. OD	ODD DIAL	1051. DB	DALY BALANCE
188. OE	ODD END	1061. DC	DALY CANTILEVER
189. OF	ODD FOOT	1071. DD	DALY DIAL
190. OG	ODD GAGE	1081. DE	DALY END
191. OH	ODD HEAD	1091. DF	DALY FOOT
192. OI	ODD INDICATOR	1101. DG	DALY GAGE
193. OJ	ODD JAW	1111. DH	DALY HEAD
194. OK	ODD KNOB	1121. DI	DALY INDICATOR
195. OL	ODD LEVER	1131. DJ	DALY JAW
196. OM	ODD MEASURE	1141. DK	DALY KNOB
197. ON	ODD NUT	1151. DL	DALY LEVER
198. OO	ODD OIL	1161. DM	DALY MEASURE
199. OP	ODD PIVOT	1171. DN	DALY NUT
200. OQ	ODD QUANTITY	1181. DO	DALY OIL
201. OR	ODD RAIL	1191. DP	DALY PIVOT
202. OS	ODD SCALE	1201. DQ	DALY QUANTITY
203. OT	ODD TAIL	1211. DR	DALY RAIL
204. OU	ODD UNIT	1221. DS	DALY SCALE
205. OV	ODD VOLUME	1231. DT	DALY TAIL
206. OW	ODD WEIGHT	1241. DU	DALY UNIT
207. OX	ODD X-RAY	1251. DV	DALY VOLUME
208. OY	ODD YACHT	1261. DW	DALY WEIGHT
209. OZ	ODD ZINC	1271. DX	DALY X-RAY
210. OA	ODD	1281. DY	DALY YACHT
211. OB	ODD BALANCE	1291. EZ	DALY ZINC
212. OC	ODD CANTILEVER	1301. FA	FALL
213. OD	ODD DIAL	1311. FB	FALL BALANCE
214. OE	ODD END	1321. FC	FALL CANTILEVER
215. OF	ODD FOOT	1331. FD	FALL DIAL
216. OG	ODD GAGE	1341. FE	FALL END
217. OH	ODD HEAD	1351. FF	FALL FOOT
218. OI	ODD INDICATOR	1361. FG	FALL GAGE
219. OJ	ODD JAW	1371. FH	FALL HEAD
220. OK	ODD KNOB	1381. FI	FALL INDICATOR
221. OL	ODD LEVER	1391. FJ	FALL JAW
222. OM	ODD MEASURE	1401. FK	FALL KNOB
223. ON	ODD NUT	1411. FL	FALL LEVER
224. OO	ODD OIL	1421. FM	FALL MEASURE
225. OP	ODD PIVOT	1431. FN	FALL NUT
226. OQ	ODD QUANTITY	1441. FO	FALL OIL
227. OR	ODD RAIL	1451. FP	FALL PIVOT
228. OS	ODD SCALE	1461. FQ	FALL QUANTITY
229. OT	ODD TAIL	1471. FR	FALL RAIL
230. OU	ODD UNIT	1481. FS	FALL SCALE
231. OV	ODD VOLUME	1491. FT	FALL TAIL
232. OW	ODD WEIGHT	1501. FU	FALL UNIT
233. OX	ODD X-RAY	1511. FV	FALL VOLUME
234. OY	ODD YACHT	1521. FW	FALL WEIGHT
235. OZ	ODD ZINC	1531. FX	FALL X-RAY
236. OA	ODD	1541. FY	FALL YACHT
237. OB	ODD BALANCE	1551. FZ	FALL ZINC
238. OC	ODD CANTILEVER	1561. GA	GAL
239. OD	ODD DIAL	1571. GB	GAL BALANCE
240. OE	ODD END	1581. GC	GAL CANTILEVER
241. OF	ODD FOOT	1591. GD	GAL DIAL
242. OG	ODD GAGE	1601. GE	GAL END
243. OH	ODD HEAD	1611. GF	GAL FOOT
244. OI	ODD INDICATOR	1621. GG	GAL GAGE
245. OJ	ODD JAW	1631. GH	GAL HEAD
246. OK	ODD KNOB	1641. GI	GAL INDICATOR
247. OL	ODD LEVER	1651. GJ	GAL JAW
248. OM	ODD MEASURE	1661. GK	GAL KNOB
249. ON	ODD NUT	1671. GL	GAL LEVER
250. OO	ODD OIL	1681. GM	GAL MEASURE
251. OP	ODD PIVOT	1691. GN	GAL NUT
252. OQ	ODD QUANTITY	1701. GO	GAL OIL
253. OR	ODD RAIL	1711. GP	GAL PIVOT
254. OS	ODD SCALE	1721. GQ	GAL QUANTITY
255. OT	ODD TAIL	1731. GR	GAL RAIL
256. OU	ODD UNIT	1741. GS	GAL SCALE
257. OV	ODD VOLUME	1751. GT	GAL TAIL
258. OW	ODD WEIGHT	1761. GU	GAL UNIT
259. OX	ODD X-RAY	1771. GV	GAL VOLUME
260. OY	ODD YACHT	1781. GW	GAL WEIGHT
261. OZ	ODD ZINC	1791. GX	GAL X-RAY
262. OA	ODD	1801. GY	GAL YACHT
263. OB	ODD BALANCE	1811. HZ	HALL
264. OC	ODD CANTILEVER	1821. HA	HALL BALANCE
265. OD	ODD DIAL	1831. HB	HALL CANTILEVER
266. OE	ODD END	1841. HC	HALL DIAL
267. OF	ODD FOOT	1851. HD	HALL END
268. OG	ODD GAGE	1861. HE	HALL GAGE
269. OH	ODD HEAD	1871. HF	HALL HEAD
270. OI	ODD INDICATOR	1881. HG	HALL INDICATOR
271. OJ	ODD JAW	1891. HH	HALL JAW
272. OK	ODD KNOB	1901. HI	HALL KNOB
273. OL	ODD LEVER	1911. HJ	HALL LEVER
274. OM	ODD MEASURE	1921. HK	HALL MEASURE
275. ON	ODD NUT	1931. HL	HALL NUT
276. OO	ODD OIL	1941. HM	HALL OIL
277. OP	ODD PIVOT	1951. HN	HALL PIVOT
278. OQ	ODD QUANTITY	1961. HO	HALL QUANTITY
279. OR	ODD RAIL	1971. HP	HALL RAIL
280. OS	ODD SCALE	1981. HQ	HALL SCALE
281. OT	ODD TAIL	1991. HR	HALL TAIL
282. OU	ODD UNIT	2001. HS	HALL UNIT
283. OV	ODD VOLUME	2011. HT	HALL VOLUME
284. OW	ODD WEIGHT	2021. HU	HALL WEIGHT
285. OX	ODD X-RAY	2031. HV	HALL X-RAY
286. OY	ODD YACHT	2041. HW	HALL YACHT
287. OZ	ODD ZINC	2051. HX	HALL ZINC
288. OA	ODD	2061. HY	HALL YACHT
289. OB	ODD BALANCE	2071. HZ	HALL ZINC
290. OC	ODD CANTILEVER	2081. IA	ICE
291. OD	ODD DIAL	2091. IB	ICE BALANCE
292. OE	ODD END	2101. IC	ICE CANTILEVER
293. OF	ODD FOOT	2111. ID	ICE DIAL
294. OG	ODD GAGE	2121. IE	ICE END
295. OH	ODD HEAD	2131. IF	ICE FOOT
296. OI	ODD INDICATOR	2141. IG	ICE GAGE
297. OJ	ODD JAW	2151. IH	ICE HEAD
298. OK	ODD KNOB	2161. II	ICE INDICATOR
299. OL	ODD LEVER	2171. IJ	ICE JAW
300. OM	ODD MEASURE	2181. IK	ICE KNOB
301. ON	ODD NUT	2191. IL	ICE LEVER
302. OO	ODD OIL	2201. IM	ICE MEASURE
303. OP	ODD PIVOT	2211. IN	ICE NUT
304. OQ	ODD QUANTITY	2221. IO	ICE OIL
305. OR	ODD RAIL	2231. IP	ICE PIVOT
306. OS	ODD SCALE	2241. IQ	ICE QUANTITY
307. OT	ODD TAIL	2251. IR	ICE RAIL
308. OU	ODD UNIT	2261. IS	ICE SCALE
309. OV	ODD VOLUME	2271. IT	ICE TAIL
310. OW	ODD WEIGHT	2281. IU	ICE UNIT
311. OX	ODD X-RAY	2291. IV	ICE VOLUME
312. OY	ODD YACHT	2301. IW	ICE WEIGHT
313. OZ	ODD ZINC	2311. IX	ICE X-RAY
314. OA	ODD	2321. IY	ICE YACHT
315. OB	ODD BALANCE	2331. IZ	ICE ZINC
316. OC	ODD CANTILEVER	2341. JA	JAL
317. OD	ODD DIAL	2351. JB	JAL BALANCE
318. OE	ODD END	2361. JC	JAL CANTILEVER
319. OF	ODD FOOT	2371. JD	JAL DIAL
320. OG	ODD GAGE	2381. JE	JAL END
321. OH	ODD HEAD	2391. JF	JAL FOOT
322. OI	ODD INDICATOR	2401. JG	JAL GAGE
323. OJ	ODD JAW	2411. JH	JAL HEAD
324. OK	ODD KNOB	2421. JI	JAL INDICATOR
325. OL	ODD LEVER	2431. JJ	JAL JAW
326. OM	ODD MEASURE	2441. JK	JAL KNOB
327. ON	ODD NUT	2451. JL	JAL LEVER
328. OO	ODD OIL	2461. JM	JAL MEASURE
329. OP	ODD PIVOT	2471. JN	JAL NUT
330. OQ	ODD QUANTITY	2481. JO	JAL OIL
331. OR	ODD RAIL	2491. JP	JAL PIVOT
332. OS	ODD SCALE	2501. JQ	JAL QUANTITY
333. OT	ODD TAIL	2511. JR	JAL RAIL
334. OU	ODD UNIT	2521. JS	JAL SCALE
335. OV	ODD VOLUME	2531. JT	JAL TAIL
336. OW	ODD WEIGHT	2541. JU	JAL UNIT
337. OX	ODD X-RAY	2551. JV	JAL VOLUME
338. OY	ODD YACHT	2561. JW	JAL WEIGHT
339. OZ	ODD ZINC	2571. JX	JAL X-RAY
340. OA	ODD	2581. JY	JAL YACHT
341. OB	ODD BALANCE	2591. JZ	JAL ZINC
342. OC	ODD CANTILEVER	2601. KA	KAL
343. OD	ODD DIAL	2611. KB	KAL BALANCE
344. OE	ODD END	2621. KC	KAL CANTILEVER
345. OF	ODD FOOT	2631. KD	KAL DIAL
346. OG	ODD GAGE	2641. KE	KAL END
347. OH	ODD HEAD	2651. KF	KAL FOOT
348. OI	ODD INDICATOR	2661. KG	KAL GAGE
349. OJ	ODD JAW	2671. KH	KAL HEAD
350. OK	ODD KNOB	2681. KI	KAL INDICATOR
351. OL	ODD LEVER	2691. KJ	KAL JAW
352. OM	ODD MEASURE	2701. KK	KAL KNOB
353. ON	ODD NUT	2711. KL	KAL LEVER
354. OO	ODD OIL	2721. KM	KAL MEASURE
355. OP	ODD PIVOT	2731. KN	KAL NUT
356. OQ	ODD QUANTITY	2741. KO	KAL OIL
357. OR	ODD RAIL	2751. KP	KAL PIVOT
358. OS	ODD SCALE	2761. KQ	KAL QUANTITY
359. OT	ODD TAIL	2771. KR	KAL RAIL
360. OU	ODD UNIT	2781. KS	KAL SCALE
361. OV	ODD VOLUME	2791. KT	KAL TAIL
362. OW	ODD WEIGHT	2801. KU	KAL UNIT
363. OX	ODD X-RAY	2811. KV	KAL VOLUME
364. OY	ODD YACHT	2821. KW	KAL WEIGHT
365. OZ	ODD ZINC	2831. KX	KAL X-RAY
366. OA	ODD	2841. KY	KAL YACHT
367. OB	ODD BALANCE	2851. KZ	KAL ZINC
368. OC	ODD CANTILEVER	2861. LA	LAL
369. OD	ODD DIAL	2871. LB	LAL BALANCE
370. OE	ODD END	2881. LC	LAL CANTILEVER
371. OF	ODD FOOT	2891. LD	LAL DIAL
372. OG	ODD GAGE	2901. LE	LAL END
373. OH	ODD HEAD	2911. LF	LAL FOOT
374. OI	ODD INDICATOR	2921. LG	LAL GAGE
375. OJ	ODD JAW	2931. LH	LAL HEAD
376. OK	ODD KNOB	2941. LI	LAL INDICATOR
377. OL	ODD LEVER	2951. LJ	LAL JAW
378. OM	ODD MEASURE	2961. LK	LAL KNOB
379. ON	ODD NUT	2971. LL	LAL LEVER
380. OO	ODD OIL	2981. LM	LAL MEASURE
381. OP	ODD PIVOT	2991. LN	LAL NUT
382. OQ	ODD QUANTITY	3001. LO	LAL OIL
383. OR	ODD RAIL	3011. LP	LAL PIVOT
384. OS	ODD SCALE	3021. LQ	LAL QUANTITY
385. OT	ODD TAIL	3031. LR	LAL RAIL
386. OU	ODD UNIT	3041. LS	LAL SCALE
387. OV	ODD VOLUME	3051. LT	LAL TAIL
388. OW	ODD WEIGHT	3061. LU	LAL UNIT
389. OX	ODD X-R</		



DESIGN/DRAWN: SMG/DRB	DATE: 11/13/20
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**B.S.E. CONSULTANTS, INC.**  
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LAND SURVEYING  
BUSINESS AUTHORIZATION 180004665

**EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT**

**PHASE 1 OFFSITE UTILITIES**

SCOTT M. CLAUBITZ, P.E. & P.L.S.  
STATE OF FLORIDA, No. 33650 No. 4151

HASSAN A. KAMAL, P.E.  
STATE OF FLORIDA, No. 41951

PROJECT NO.  
10860.500  
DRAWING NO.  
10860500 PDFs

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1 of 1

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



## **APPENDIX A**

### **COST ESTIMATES**



<b>EVERLANDS CDD</b> <b>ENGINEER'S OPINION OF COST: OFFSITE UTILITIES - ST JOHNS HERITAGE PARKWAY</b> <b>16 INCH WATER MAIN - STA 109+60 TO TERMINATION AT EMERSON DRIVE</b> <b>16 INCH FORCE MAIN - STA 85+40 TO TERMINATION AT EMERSON DRIVE</b> <b>B.S.E. FILE #10860.500</b>				
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>PART 1 - GENERAL</b>				
EROSION CONTROL	LS	1	\$ 6,463.50	\$ 6,463.50
MAINTENANCE OF TRAFFIC	LS	1	\$ 6,888.65	\$ 6,888.65
SURVEYING FOR CONSTRUCTION	LS	1	\$ 8,928.72	\$ 8,928.72
FINAL MEASURES (AS-BUILTS)	LS	1	\$ 10,625.00	\$ 10,625.00
DEWATERING	LS	1	\$ 55,202.50	\$ 55,202.50
TESTING - WATER MAIN (INC. PIGGING/FLUSHING, SAMPLE POINTS)	LS	1	\$ 6,605.00	\$ 6,605.00
<b>SUBTOTAL - PART 1</b>				<b>\$ 94,713.36</b>
<b>PART 2 - WATER MAIN</b>				
8" PVC C-900 (PART OF FIRE HYDRANT ASSEMBLY)	LF	476	\$ 44.04	\$ 20,963.04
12" PVC C-900	LF	174	\$ 52.48	\$ 9,131.52
16" PVC C-905	LF	4,875	\$ 72.65	\$ 354,168.75
18" PE4710 HDPE	LF	520	\$ 250.98	\$ 130,509.60
16" X 8" TEE	EA	5	\$ 1,935.09	\$ 9,675.45
16" TEE	EA	4	\$ 2,537.26	\$ 10,149.04
6" GATE VALVE	EA	5	\$ 1,546.27	\$ 7,731.35
8" GATE VALVE	EA	5	\$ 1,941.44	\$ 9,707.20
16" GATE VALVE	EA	10	\$ 7,826.11	\$ 78,261.10
FIRE HYDRANT	EA	4	\$ 3,684.80	\$ 14,739.20
8" X 6" REDUCER	EA	5	\$ 459.44	\$ 2,297.20
18" x 16" REDUCER	EA	4	\$ 1,646.88	\$ 6,587.52
16" CAP	EA	3	\$ 1,254.45	\$ 3,763.35
2" AFD	EA	1	\$ 8,918.91	\$ 8,918.91
<b>SUBTOTAL - PART 2</b>				<b>\$ 666,603.23</b>
<b>PART 3 - FORCE MAIN</b>				
16" PVC C-900	LF	4,382	\$ 73.23	\$ 320,893.86
AIR RELEASE VALVE ASSEMBLY	EA	1	\$ 10,030.52	\$ 10,030.52
16" TEE	EA	1	\$ 3,762.19	\$ 3,762.19
16" PLUG VALVE	EA	4	\$ 11,007.58	\$ 44,030.32
<b>SUBTOTAL - PART 3</b>				<b>\$ 378,716.89</b>
<b>PART 4 - SITEWORK</b>				
8' REINFORCED CONCRETE SIDEWALK W/6" BASE	SF	20,720	\$ 6.45	\$ 133,644.00
SODDING	SY	20,607	\$ 4.17	\$ 85,931.19
<b>SUBTOTAL - PART 4</b>				<b>\$ 219,575.19</b>
<b>TOTAL (PARTS 1-4)</b>				<b>\$ 1,359,608.67</b>



**EVERLANDS CDD**  
**ENGINEER'S OPINION OF COST: PHASE 2 (MEDLEY SUBDIVISION)**  
**EAST OF SJHP, BETWEEN PACE DRIVE AND EMERSON DRIVE**  
**B.S.E. FILE #10860.500**

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>PART 1 - DEMOLITION &amp; GENERAL CONDITIONS</b>				
MISC DEMO/PREP-EARTHWORK	LS	1.00	\$ 414,100.00	\$ 414,100.00
MISC DEMO/PREP-UTILITIES	LS	1.00	\$ 34,400.00	\$ 34,400.00
SURVEY STAKING & RECORD DWGS-E&R	LS	1.00	\$ 397,500.00	\$ 397,500.00
SURVEY STAKING & RECORD DWGS-UTIL	LS	1.00	\$ 198,000.00	\$ 198,000.00
GEOTECH TESTING-PKG	LS	1.00	\$ 396,000.00	\$ 396,000.00
				\$ -
				\$ -
<b>SUBTOTAL - PART 1</b>				<b>\$ 1,440,000.00</b>
<b>PART 2 - PAVING, GRADING &amp; DRAINAGE</b>				
CLEAR & GRUB & BURN	AC	278.00	\$ 5,088.00	\$ 1,414,464.00
EXCAVATION/EMBANKMENT/GRADING	LS	1.00	\$ 7,791,000.00	\$ 7,791,000.00
EROS & SEDMT BMPS SETUP & MAINT	LS	1.00	\$ 321,300.00	\$ 321,300.00
10" STABILIZED SUBGRADE	SY	105300.00	\$ 7.26	\$ 764,478.00
8" BASE COURSE	SY	81000.00	\$ 21.73	\$ 1,760,130.00
TYPE S-3 (SP 12.5) ASPH CONC 1.5"(1 LIFT)	SY	81000.00	\$ 19.35	\$ 1,567,350.00
MIAMI CURB	LF	38400.00	\$ 18.55	\$ 712,320.00
TYPED CURB	LF	4400.00	\$ 21.73	\$ 95,612.00
TYPEFCURB	LF	9700.00	\$ 24.91	\$ 241,627.00
VALLEY GUTTER-FDOT INEX 300-3'	LF	90.00	\$ 68.90	\$ 6,201.00
BAHIA SOD-ROW (3' BOC)	SY	17500.00	\$ 3.82	\$ 66,850.00
SEED & MULCH-LOT AREAS	AC	208.00	\$ 3,180.00	\$ 661,440.00
BAHIA BANK TOB TO 2' BLW NWL	SY	90000.00	\$ 3.82	\$ 343,800.00
5' X 6" CONC SIDEWALK-COMMON AREAS ONLY	LF	65000.00	\$ 8.90	\$ 578,500.00
CONC HC RAMP W TRUNC DOMES	EA	13.00	\$ 1,219.00	\$ 15,847.00
FIRST LIFT-SIGNAGE & STRIPING	LS	1.00	\$ 82,680.00	\$ 82,680.00
15" RCP	LF	11300.00	\$ 53.00	\$ 598,900.00
30" RCP	LF	6950.00	\$ 107.00	\$ 743,650.00
36" RCP	LF	1500.00	\$ 140.00	\$ 210,000.00
54" RCP	LF	515.00	\$ 314.00	\$ 161,710.00
JUNCTION MANHOLE	EA	6.00	\$ 10,360.00	\$ 62,160.00
TYPED DTC BTM INLET	EA	32.00	\$ 8,780.00	\$ 280,960.00
TYPE E DTC BTM INLET	EA	3.00	\$ 8,800.00	\$ 26,400.00
TYPE VALLEY INLET	EA	123.00	\$ 8,650.00	\$ 1,063,950.00
TYPE3 INLET	EA	2.00	\$ 14,240.00	\$ 28,480.00
TYPE41NLET	EA	6.00	\$ 13,850.00	\$ 83,100.00
MOD TYPE H CONT STRUCTURE	EA	1.00	\$ 17,320.00	\$ 17,320.00
18" MES	EA	36.00	\$ 2,630.00	\$ 94,680.00
30" MES	EA	36.00	\$ 4,290.00	\$ 154,440.00
36" MES	EA	7.00	\$ 3,510.00	\$ 24,570.00
54" MES	EA	2.00	\$ 5,475.00	\$ 10,950.00
				\$ -
				\$ -
<b>SUBTOTAL - PART 2</b>				<b>\$ 19,984,869.00</b>

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>PART 3 - WATER MAIN</b>				
4" PVC WATERMAIN/FTGS	LF	1200.00	\$ 24.00	\$ 28,800.00
6" PVC WATERMAIN/FTGS	LF	1000.00	\$ 38.00	\$ 38,000.00
6" DIP WATERMAIN	LF	500.00	\$ 39.00	\$ 19,500.00
8" PVC WATERMAIN/FTGS	LF	9500.00	\$ 49.00	\$ 465,500.00
8" DIP WATERMAIN	LF	200.00	\$ 77.00	\$ 15,400.00
10" PVC WATERMAIN/FTGS	LF	7300.00	\$ 72.00	\$ 525,600.00
12" PVC WATERMAIN/FTGS	LF	1400.00	\$ 92.00	\$ 128,800.00
4" GATE VALVE/BOX	EA	4.00	\$ 1,310.00	\$ 5,240.00
6" GATE VALVE/BOX	EA	30.00	\$ 1,530.00	\$ 45,900.00
8" GATE VALVE/BOX	EA	25.00	\$ 2,120.00	\$ 53,000.00
10" GATE VALVE/BOX	EA	19.00	\$ 3,440.00	\$ 65,360.00
12" GATE VALVE/BOX	EA	4.00	\$ 3,800.00	\$ 15,200.00
TEMP BLOWOFF ASSEMBLY	EA	6.00	\$ 1,600.00	\$ 9,600.00
AUTO FLUSH ASSEMBLY	EA	17.00	\$ 10,370.00	\$ 176,290.00
RMV PLUG/CONN TO EX 12" WM	EA	1.00	\$ 4,340.00	\$ 4,340.00
16" X 8" TAP/SLV/VLV	EA	1.00	\$ 15,640.00	\$ 15,640.00
16" X 12" TAP/SLV/VLV	EA	1.00	\$ 17,300.00	\$ 17,300.00
FIRE HYDRANT W/ GV ASSEMBLY	EA	36.00	\$ 5,640.00	\$ 203,040.00
CLUBHOUSE SERVICE	EA	1.00	\$ 1,320.00	\$ 1,320.00
2" TEMPORARY JUMPER	EA	3.00	\$ 6,680.00	\$ 20,040.00
ASPHALT RESTO	SY	100.00	\$ 250.00	\$ 25,000.00
ASPHALT RESTO MOT	LS	1.00	\$ 1,040.00	\$ 1,040.00
SOD RESTO	LS	1.00	\$ 2,400.00	\$ 2,400.00
CURB RESTO	LF	80.00	\$ 30.00	\$ 2,400.00
SIDEWALK RESTO	SF	200.00	\$ 12.00	\$ 2,400.00
1" MILL & OVERLAY	LS	1.00	\$ 18,900.00	\$ 18,900.00
M & O MAINT OF TRAFFIC	LS	1.00	\$ 5,510.00	\$ 5,510.00
STRIPING RESTO @ M&O	LS	1.00	\$ 4,700.00	\$ 4,700.00
TESTING	LS	1.00	\$ 420,000.00	\$ 420,000.00
				\$ -
<b>SUBTOTAL - PART 3</b>				<b>\$ 2,336,220.00</b>

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>PART 4 - SANITARY SEWER, LIFT STATION, &amp; FORCE MAIN</b>				
8" SDR26 PVC O' - 6' CUT	LF	9850.00	\$ 43.00	\$ 423,550.00
8" SDR26 PVC 6' - 8' CUT	LF	5320.00	\$ 44.00	\$ 234,080.00
8" SDR26 PVC 8' - 10' CUT	LF	3980.00	\$ 46.00	\$ 183,080.00
8" SDR26 PVC 10' - 12' CUT	LF	2400.00	\$ 59.00	\$ 141,600.00
8" SDR26 PVC 12' - 14' CUT	LF	1820.00	\$ 75.00	\$ 136,500.00
8" SDR26 PVC 14' - 16' CUT	LF	730.00	\$ 111.00	\$ 81,030.00
8" SDR26 PVC 16' - 18' CUT	LF	220.00	\$ 187.00	\$ 41,140.00
MANHOLE O' - 6' CUT	EA	50.00	\$ 6,420.00	\$ 321,000.00
MANHOLE 6' - 8' CUT	EA	22.00	\$ 7,150.00	\$ 157,300.00
MANHOLE 8' - JO' CUT	EA	17.00	\$ 8,000.00	\$ 136,000.00
MANHOLE 10' - 12' CUT	EA	3.00	\$ 8,700.00	\$ 26,100.00
5FT DIA MANHOLE IO' - 12' CUT	EA	6.00	\$ 10,400.00	\$ 62,400.00
5FT DIA MANHOLE 12' - 14' CUT	EA	6.00	\$ 11,800.00	\$ 70,800.00
5FT DIA MANHOLE 14' -16' CUT	EA	5.00	\$ 14,600.00	\$ 73,000.00
LIFT STATION	EA	2.00	\$ 560,000.00	\$ 1,120,000.00
12" X 6" TAP/SLV/VLV	EA	2.00	\$ 10,960.00	\$ 21,920.00
6" PVC FORCEMAIN W /FTGS	LF	3100.00	\$ 42.00	\$ 130,200.00
				\$ -
				\$ -
<b>SUBTOTAL - PART 4</b>				<b>\$ 3,359,700.00</b>
<b>TOTAL (PARTS 1-4)</b>				<b>\$ 27,120,789.00</b>

**CONSIDER APPROVAL OF  
ASSESSMENT METHODOLOGY**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

## **RESOLUTION NO. 2022-02**

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 AGGREGATE PRINCIPAL AMOUNT OF EVERLANDS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION AND CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, STORMWATER MANAGEMENT AND CONTROL FACILITIES, INCLUDING, BUT NOT LIMITED TO, RELATED EARTHWORK; WATER AND WASTEWATER SYSTEMS; ROADWAY IMPROVEMENTS; AND RELATED INCIDENTAL COSTS, INCLUDING PROFESSIONAL FEES (COLLECTIVELY, THE “EXPANSION AREA PROJECT”), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR THE APPOINTMENT OF A TRUSTEE; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), PALM BAY CITY, BREVARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE EXPANSION AREA PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the Everlands 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. 2020-17 of the City Council of Palm Bay, Florida (the “City”) enacted on March 5, 2020 (the “Original Ordinance”); and

**WHEREAS**, the Original Ordinance was supplemented by Ordinance No. 2021-51 enacted by the City on September 16, 2021 (collectively with the Original Ordinance, the “Ordinance”) whereby the boundaries of the herein defined District were expanded by approximately 291.11+/- acres (herein, the “Expansion Area”); and

**WHEREAS**, the current boundaries of the District consist of approximately 341.51 acres; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and construction costs of certain public infrastructure improvements to be located in or for the benefit of a planned residential community within the

Expansion Area within the District known as “Everlands,” including, but not limited to, stormwater management and control facilities, including, but not limited to, related earthwork; water and wastewater systems; and related incidental costs, including professional fees pursuant to the Act (collectively, the “Expansion Area Project”), all as set forth in **Schedule “I”** hereto; and

**WHEREAS**, the District desires to authorize the issuance of not to exceed \$40,000,000 aggregate principal amount of its Everlands Community Development District Special Assessment Bonds, in one or more Series (collectively, the “Bonds”), in order to pay all or a portion of the design, acquisition and construction costs of the Expansion Area Project; and

**WHEREAS**, the District has previously issued its first Series of Bonds pursuant to that certain Master Trust Indenture dated as of September 1, 2021 (the “Master Indenture”) by and between the District and U.S. Bank National Association, as the trustee; and

**WHEREAS**, the Bonds authorized herein shall be governed by the Master Indenture and the Supplemental Indenture, as described herein; and

**WHEREAS**, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements on the District lands constituting the Expansion Area Project; and

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

**WHEREAS**, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED** by the Everlands Community Development District, as follows:

**Section 1. Authorization of Bonds.** The District hereby authorizes the issuance of not to exceed \$40,000,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Expansion Area Project; (ii) to fund a debt service reserve fund; (iii) if required, to fund capitalized interest for the Bonds; and (iv) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1), the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Expansion Area Project or may be sold at public or private sale.

**Section 2. Certain Details of the Bonds.** The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), the City, Brevard County, the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on assessable property within the District benefited by the Expansion Area Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, Brevard County, the

State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Expansion Area Project or sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$40,000,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in principal denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

(iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;

(iv) be payable in not more than 30 annual installments of principal; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of the Supplemental Indenture is set out as **Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

**Section 3. Designation of Attesting Members.** Each Assistant Secretary of the Board of Supervisors (the "Board") of the District (each individually a "Designated Member") and the Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the District and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in



connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

**Section 4. Authorization of Use of Master Indenture and Supplemental Trust Indenture.** With respect to the Bonds, the District does hereby authorize the use and application of the Master Indenture. The District does further authorize the execution by the Chairperson and any Designated Member and the delivery of a Supplemental Trust Indenture for each series of Bonds issued to finance any portion of the Expansion Area Project (each a “Supplemental Indenture” and, together with the Master Indenture, the “Indenture”) for the Bonds, each between the District and the Trustee. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Supplemental Indenture shall be in substantially the form attached hereto and marked **Exhibit “A”** and are hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Indenture attached hereto.

**Section 5. Sale of Bonds.** Pursuant to the provisions of Section 190.016(1), the Bonds may be delivered in payment of all or a portion of the purchase price of the Expansion Area Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

**Section 6. Trustee.** The District hereby appoints U.S. Bank Trust Company, National Association, to serve as successor trustee in connection with the Bonds (the “Trustee”). Such financial institution shall also serve as paying agent, registrar and authenticating agent under the Indenture.

**Section 7. Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, the District’s underwriter and methodology consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**Section 8. Further Official Action; Ratification of Prior and Subsequent Acts.** The Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as such term

is defined in the Indenture), and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the 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 Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member 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. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**Section 9. Bond Anticipation Notes.** The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance the costs of all or a portion of the Expansion Area Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, Florida Statutes, as amended, and other applicable provisions of laws.

**Section 10. Subsequent Resolution(s) Required.** Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson or a Designated Member the authority to fix such details.

**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. Effective Date.** This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED** in Public Session of the Board of Supervisors of the Everlands Community Development District, this 8<sup>th</sup> day of July, 2022.

**EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson/Vice Chairperson  
Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary  
Board of Supervisors

## **SCHEDULE I**

### **DESCRIPTION OF THE EXPANSION AREA PROJECT**

The Expansion Area Project includes, but is not limited to, the following improvements:

- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water and wastewater systems; and
- Related incidental costs, including professional fees.

**EXHIBIT A**  
**FORM OF SUPPLEMENTAL INDENTURE**

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SECOND SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

AND

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

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Dated as of \_\_\_\_\_ 1, 2022

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Authorizing and Securing  
\$ \_\_\_\_\_  
EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2022  
(EXPANSION AREA PROJECT)

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the “Second Supplemental Indenture”), dated as of \_\_\_\_\_ 1, 2022 between the EVERLANDS COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Fort Lauderdale, Florida, as successor trustee (said banking corporation and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Ordinance No. 2020-17 enacted by the City Council of the City of Palm Bay, Florida (the “City”), on March 5, 2020 (the “Original Ordinance”); and

WHEREAS, the Original Ordinance was supplemented by Ordinance No. 2021-51 enacted by the City on September 16, 2021 (collectively with the Original Ordinance, the “Ordinance”) whereby the boundaries of the herein defined District were expanded by approximately 291.11+/- acres (herein, the “Expansion Area”); and

WHEREAS, the premises now governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 341.51 acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the City; and

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

WHEREAS, the Issuer has determined to undertake, in one or more phases, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the assessable District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2022-02 on July 8, 2022, authorizing the issuance of not to exceed \$40,000,000 in aggregate principal amount of its special assessment bonds (the “Bonds”) to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the Expansion Area or portions thereof and approving the form of and authorizing the execution and delivery of a supplemental indenture; and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of September 1, 2021 (the “Master Indenture”) and this Second Supplemental Indenture, both by and between the Issuer and the Trustee, the Issuer proposes to issue its herein defined Series 2022 Bonds; and

WHEREAS, to the extent not constructed by the Issuer, Heritage Parkway East Holdings LLC, a Florida limited liability company (the “Developer”) is the master developer of a residential community located within the District and shall construct all of the public

infrastructure necessary to serve such residential community referred to as “Everlands” (herein, the “Development”); and

WHEREAS, the public infrastructure as described on Exhibit A necessary for the development of the Development is herein referred to as the “Expansion Area Project,” which will be financed with a portion of the Series 2022 Bonds (as defined below); and

WHEREAS, the Issuer has determined to issue a second Series of Bonds, designated as the Everlands Community Development District Special Assessment Bonds, Series 2022 (Expansion Area Project) (the “Series 2022 Bonds”), pursuant to the Master Indenture and this Second Supplemental Indenture (hereinafter sometimes collectively referred to as the “Indenture”); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the Expansion Area Project, (ii) the funding of the Series 2022 Reserve Account, (iii) funding interest on the Series 2022 Bonds through at least [June] 15, 2023, and (iv) the payment of the costs of issuance of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds will be secured by a pledge of Series 2022 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2022 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2022 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2022 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2022 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2022 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2022 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2022 Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2022 Bond over any other Series 2022 Bond, all as provided in the Indenture.

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

## **ARTICLE I DEFINITIONS**

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

“Acquisition Agreement” shall mean that certain Acquisition Agreement relating to the acquisition of the Expansion Area Project, by and between the Developer and the Issuer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2022 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2022-03, Resolution No. 2022-04, and Resolution 2022-\_\_\_\_ of the Issuer adopted on July 8, 2022, July 8, 2022 and \_\_\_\_\_, 2022, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2022 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Collateral Assignment” shall mean that certain instrument executed by the Developer in favor of the Issuer whereby certain of the Project Documents and other material documents necessary to complete certain phases of the Development within the Expansion Area (comprising all of the development planned for the Expansion Area Project) are collaterally assigned as security for the Developer’s and Landowner’s obligation to pay the Series 2022 Special

Assessments imposed against lands within the District owned by either the Developer or Landowner from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2022 Bonds, dated the date of delivery of the Series 2022 Bonds, by and among the Issuer, the dissemination agent named therein, the Developer and joined by the parties named therein, in connection with the issuance of the Series 2022 Bonds.

“District Manager” shall mean Special District Services, Inc., and its successors and assigns.

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

“Interest Payment Date” shall mean June 15 and December 15 of each year, commencing [June] 15, 2023, and any other date the principal of the Series 2022 Bonds is paid, including any Quarterly Redemption Date.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of the Series 2022 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of September 1, 2021, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2022 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2022 Bonds as specifically defined in this Second Supplemental Indenture).

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

“Prepayment” shall mean the payment by any owner of property within the District of the amount of the Series 2022 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2022 Special Assessments or as a result of a true-up payment. “Prepayments” shall include, without limitation, Series 2022 Prepayment Principal.

“Quarterly Redemption Date” means March 15, June 15, September 15 and December 15 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2022 Bond payable upon redemption thereof pursuant to this Second Supplemental Indenture.

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

“Regular Record Date” shall mean the first day (whether or not a Business Day) of the calendar month for which an Interest Payment Date occurs.

“Release Conditions” shall mean all of the following:

(a) all of the principal portion of the Series 2022 Special Assessments has been assigned to residential units that have been constructed and have been sold and closed with homebuyers; and

(b) no Event of Default under the Master Indenture has occurred, all as evidenced pursuant to Section 4.01(f) hereof.

“Resolution” shall mean, collectively, (i) Resolution No. 2022-02 of the Issuer adopted on July 8, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$40,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2022-\_\_ of the Issuer adopted on \_\_\_\_\_, 2022, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2022 Bonds in an aggregate principal amount of \$\_\_\_\_\_ to finance the acquisition of a portion of the Expansion Area Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the purchasers of the Series 2022 Bonds.

“Series 2022 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2022 Bond Redemption Account” shall mean the Series 2022 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Bonds” shall mean the \$\_\_\_\_\_ aggregate principal amount of Everlands Community Development District Special Assessment Bonds, Series 2022 (Expansion Area Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

“Series 2022 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2022 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture .

“Series 2022 Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Pledged Revenues” shall mean with respect to the Series 2022 Bonds (a) all revenues received by the Issuer from the Series 2022 Special Assessments levied and collected on the assessable lands within the Expansion Area within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) special assessments levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Series 2022 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2022 Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Indenture or as a result of an acceleration of the Series 2022 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2022 Special Assessments are being collected through a direct billing method.

“Series 2022 Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Principal Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

“Series 2022 Rebate Fund” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Second Supplemental Indenture.

“Series 2022 Reserve Account” shall mean the Series 2022 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2022 Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to fifty percent (50%) of the maximum annual debt service with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions, the Series 2022 Reserve Requirement shall be reduced to an amount equal to ten percent (10%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2022 Bonds. If a portion of the Series 2022 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to fifty percent (50%) (prior to satisfaction of the Release Conditions) or ten percent (10%) (after satisfaction of the Release Conditions) of the maximum annual debt service of the Series 2022 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2022 Reserve Account may, upon final



maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. The initial Series 2022 Reserve Requirement shall be equal to \$\_\_\_\_\_.

“Series 2022 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2022 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

“Series 2022 Special Assessments” shall mean the Special Assessments levied on the assessable lands within the Expansion Area within the District as a result of the Issuer’s acquisition and/or construction of the Expansion Area Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the methodology report relating thereto.

“Substantially Absorbed” means the date at least 75% of the principal portion of the Series 2022 Special Assessments have been assigned to residential units within the Expansion Area within the District that have received certificates of occupancy.

“Expansion Area Project” shall mean all of the public infrastructure deemed necessary for the development of \_\_\_\_ platted residential units within the Expansion Area generally described on Exhibit A attached hereto.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2022 Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2022 Bonds), refer to the entire Indenture.

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

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

[END OF ARTICLE I]

## **ARTICLE II THE SERIES 2022 BONDS**

**SECTION 2.01.**     Amounts and Terms of Series 2022 Bonds; Issue of Series 2022 Bonds. No Series 2022 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a)     The total principal amount of Series 2022 Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$\_\_\_\_\_. The Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

(b)     Any and all Series 2022 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2022 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2022 Bonds and deliver them as specified in the request.

**SECTION 2.02.**     Execution. The Series 2022 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

**SECTION 2.03.**     Authentication. The Series 2022 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2022 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

**SECTION 2.04.**     Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2022 Bonds.

(a)     The Series 2022 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the Expansion Area Project, (ii) to fund the Series 2022 Reserve Account in an amount equal to the Series 2022 Reserve Requirement; (iii) funding interest on the Series 2022 Bonds through at least [June] 15, 2023, and (iv) to pay the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated "Everlands Community Development District Special Assessment Bonds, Series 2022 (Expansion Area Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b)     The Series 2022 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a June 15 or December 15 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [June] 15, 2023, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the principal or Redemption Price of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2022 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the payment of interest on the Series 2022 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2022 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Series 2022 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2022 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

**SECTION 2.05.**      Debt Service on the Series 2022 Bonds.

(a) The Series 2022 Bonds will mature on [December] 15 in the years and in the principal amounts, and bear interest at the rates as set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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\*Term Bonds

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent

lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

**SECTION 2.06.**     Disposition of Series 2022 Bond Proceeds. From the net proceeds of the Series 2022 Bonds received by the Trustee in the amount of \$\_\_\_\_\_.

(a)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Interest Account;

(b)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2022 Bonds (which is an amount equal to the initial Series 2022 Reserve Requirement) shall be deposited in the Series 2022 Reserve Account of the Debt Service Reserve Fund;

(c)     \$\_\_\_\_\_ derived from the net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2022 Bonds; and

(d)     \$\_\_\_\_\_ representing the balance of the net proceeds of the Series 2022 Bonds shall be deposited in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture and the terms of the Acquisition Agreement.

**SECTION 2.07.**     Book-Entry Form of Series 2022 Bonds. The Series 2022 Bonds shall be issued as one fully registered bond for each maturity of Series 2022 Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds (“Beneficial Owners”).

Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2022 Bonds in the form of fully registered Series 2022 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

**SECTION 2.08.**     Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2022 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Series 2022 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

**SECTION 2.09.**     Conditions Precedent to Issuance of the Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a)     Certified copies of the Assessment Resolutions;
- (b)     Executed originals of the Master Indenture and this Second Supplemental Indenture;

(c) An opinion of Counsel to the District, also addressed to the Trustee, substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to construct and/or purchase the Expansion Area Project being financed with the proceeds of the Series 2022 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the Expansion Area Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2022 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2022 Special Assessments, and (v) the Series 2022 Special Assessments are legal, valid and binding liens upon the property against which such Series 2022 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture; and

(e) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2022 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2022 Bonds set forth in this Section 2.09 to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

### **ARTICLE III**

#### **REDEMPTION OF SERIES 2022 BONDS**

**SECTION 3.01.**     Redemption Dates and Prices. The Series 2022 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2022 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2022 Bonds or portions of the Series 2022 Bonds to be redeemed pursuant to Section 8.04 of the Master Indenture. Partial redemptions of Series 2022 Bonds shall be made in such a manner that the remaining Series 2022 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2022 Bond.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates specified below.

(a)     Optional Redemption. The Series 2022 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after [December] 15, 20XX (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

(b)     Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i)     from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (taking into account the credit from the Series 2022 Reserve Account pursuant to the provisions of this Second Supplemental Indenture) following the Prepayment in whole or in part of the Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this Second Supplemental Indenture.

(ii)    from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund, the Series 2022 Costs of Issuance Account and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest



thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2022 Reserve Account) all of which have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December 15] in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or

extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

Upon any redemption or purchase of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund

redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

**SECTION 3.02.**     Notice of Redemption.     When required to redeem Series 2022 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2022 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2022 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

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

**SECTION 4.01.**      Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2022 Acquisition and Construction Account.” Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture, together with any other moneys that may be transferred to the Series 2022 Acquisition and Construction Account as provided for herein. Such moneys in the Series 2022 Acquisition and Construction Account shall be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. Subject to the provisions of Section 4.01(f) hereof, any moneys remaining in the Series 2022 Acquisition and Construction Account after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions, except for any moneys reserved therein for the payment of any costs of the Expansion Area Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Expansion Area Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2022 Acquisition and Construction Account shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Acquisition and Construction Account and make payment to the Person or Persons so designated in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2022 Costs of Issuance Account.” Net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022 Bonds shall be paid from excess Series 2022 Pledged Revenues on deposit in the Series 2022 Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2022 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2022 Revenue Account.” Series 2022 Special Assessments (except for Prepayments of Series 2022 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2022 Principal Account.” Moneys shall be deposited into the Series 2022 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2022 Interest Account.” Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the “Series 2022 Sinking Fund Account.” Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2022 Reserve Account.” Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture.

On each May 1 and November 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds caused by investment earnings to be transferred to the Series 2022 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2022 Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer receives notice from the District Manager that the Developer or any other landowner wishes to prepay its Series 2022 Special Assessments relating to the benefited property of such Developer or other landowner, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer to, calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2022 Prepayment Principal due by the amount of money in the Series 2022 Reserve Account that will be in excess of the then Reserve Requirement, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the Developer or other landowner from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account and pay such amount deposited in the Series 2022 Acquisition and Construction Account to the Person or Persons designated in a requisition submitted by the Developer to the Issuer within thirty (30) days of such transfer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish Costs of the Expansion Area Project that were not paid from the initial moneys deposited, including any earnings therefrom, into the Series 2022 Acquisition and Construction Account as confirmed by the District Manager or District Engineer. In the event that there are no unreimbursed Costs to pay to the Developer, such excess moneys transferred from the Series 2022 Reserve Account to the Series 2022 Acquisition and Construction Account shall be deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “Series 2022 Bond Redemption Account” and within such Account, a “Series 2022 General Redemption Subaccount,” a “Series 2022 Optional Redemption Subaccount,” and a “Series 2022 Prepayment Subaccount.” Except as otherwise provided in this Second Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2022 Bonds, moneys to be deposited into the Series 2022 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2022 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held in such Series 2022

Prepayment Subaccount of the Series 2022 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2022 Bonds equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2022 Rebate Fund designated as the “Series 2022 Rebate Fund.” Moneys shall be deposited into the Series 2022 Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Any moneys on deposit in the Series 2022 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2022 Bonds pursuant to Section 3.01(a) hereof.

**SECTION 4.02.** Series 2022 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each June 15 commencing [June 15, 2023], to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding June 15, less any amount on deposit in the Series 2022 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each December 15 commencing [December 15, 2023], to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding December 15, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each December 15, commencing [December] 15, 20XX, to the Series 2022 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such December 15, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each [December] 15, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds Outstanding maturing on such [December] 15, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a June 15 or December 15 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2022 Bonds remain Outstanding, to the Series 2022 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2022 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Series 2022 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

**SECTION 4.03.** Power to Issue Series 2022 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bonds, to execute and deliver the Indenture and to pledge the Series 2022 Pledged Revenues for the benefit of the Series 2022 Bonds to the extent set forth herein. The Series 2022 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2022 Bonds, except as otherwise permitted under the Master Indenture. The Series 2022 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2022 Bonds under the Indenture against all claims and demands of all persons whomsoever.

**SECTION 4.04.** Expansion Area Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2022 Bonds, the Issuer will promptly proceed to construct or acquire the Expansion Area Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

**SECTION 4.05.** Prepayments; Removal of the Series 2022 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2022 Special Assessments may, at its option, or as a result of acceleration of the Series 2022 Special Assessments because of non-payment thereof or as a result of true-up payment, require the Issuer to reduce or release and extinguish the lien upon such landowner's property by virtue of the levy of the Series 2022 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2022 Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Series 2022 Special Assessment owned by such owner. To the extent that such Prepayments are to be used to redeem Series 2022 Bonds, in the event the amount in the Series 2022 Reserve Account will exceed the applicable Reserve Requirement as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption of the Series 2022 Bonds in accordance with



Section 3.01(b)(i) of this Second Supplemental Indenture, the excess amount shall be transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account as a credit against the Series 2022 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel. Upon written instructions to the Trustee of the District Manager, on behalf of the Issuer, upon which the Trustee may conclusively rely, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Reserve Account to equal or exceed the then Reserve Requirement for the Series 2022 Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of Series 2022 Bonds, there will be sufficient Series 2022 Pledged Revenues to pay the principal and interest, when due, on all Series 2022 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2022 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2022 Special Assessment has been paid in whole or in part and that such Series 2022 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2022 Prepayment Principal. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the Series 2022 Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days before each Quarterly Redemption Date and will withdraw money from the Series 2022 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the District. No credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2022 Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2022 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2022 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

## **ARTICLE V**

### **COVENANTS AND DESIGNATIONS OF THE ISSUER**

**SECTION 5.01.**     Collection of Series 2022 Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2022 Special Assessments relating to the acquisition and construction of the Expansion Area Project through the Uniform Method of Collection (the “Uniform Method”) afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2022 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, or the timing for using the Uniform Method will not yet allow for using such method, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2022 Special Assessments, and to levy the Series 2022 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2022 Bonds when due. All Series 2022 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

**SECTION 5.02.**     Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer 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 Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

**SECTION 5.03.**     Investment of Funds and Accounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2022 Accounts and subaccounts therein created hereunder.

**SECTION 5.04.**     Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2022 Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding Bonds. In addition, the Issuer covenants not to issue any other Bonds or debt obligations for capital projects, secured by special assessments on the land within the District which secure the Series 2022 Special Assessments, until the Series 2022 Special Assessments are Substantially Absorbed. The Issuer’s covenants described above shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with other capital projects that are necessary for health, safety or welfare reasons or to remediate a natural disaster. The Issuer shall provide the Trustee with a certification that the 2022 Special Assessments are Substantially Absorbed and the Trustee may conclusively rely upon such certification and shall have no duty to verify if the 2022 Special Assessments are Substantially Absorbed. Notwithstanding any provision in the Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments, other than the Series 2022 Special Assessments, at any time upon the written consent of the Majority Holders.

**SECTION 5.05.** Acknowledgement Regarding Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Series 2022 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2022 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Expansion Area Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2022 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer covenants not to enter into any contract regarding the Expansion Area Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

**ARTICLE VI**  
**THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

**SECTION 6.01.**     Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2022 Bonds.

**SECTION 6.02.**     Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2022 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

**SECTION 6.03.**     Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**SECTION 7.01.**     Interpretation of Second Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Indenture shall be read and construed as one document.

**SECTION 7.02.**     Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**SECTION 7.03.**     Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 7.04.**     Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

**SECTION 7.05.**     Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bonds or the date fixed for the redemption of any Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

**SECTION 7.06.**     No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Everlands Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this Second Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year above written.

EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: \_\_\_\_\_  
Name: B. Frank Sakuma, Jr.  
Title: Secretary, Board of Supervisors

By: \_\_\_\_\_  
Name: Gregory Jason Pettibon  
Title: Chairperson, Board of Supervisors

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee,  
Paying Agent and Registrar

By: \_\_\_\_\_  
Name: Robert E. Hedgecock  
Title: Assistant Vice President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Gregory Jason Pettibon, Chairperson of Everlands Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**  
 My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by B. Frank Sakuma, Jr., Secretary of Everlands Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer for and on behalf of said Issuer; that the same is his free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**  
 My commission expires \_\_\_\_\_



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Robert E. Hedgecock, an Assistant Vice President of U.S. Bank Trust Company, National Association, as Trustee (the “Trustee”), who acknowledged that he did so sign said instrument as such officer for and on behalf of the Trustee; that the same is his free act and deed as such officer, and the free act and deed of the Trustee; that he appeared before me on this day in person and acknowledged that he, being thereunto duly authorized, signed, for the uses and purposes therein set forth. He is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF EXPANSION AREA PROJECT**

The Expansion Area Project includes, but is not limited to, the following improvements:

Stormwater management and control facilities, including, but not limited to, related  
earthwork; and  
Water and wastewater facilities; and  
All related soft and incidental costs.

**EXHIBIT B**

[FORM OF SERIES 2022 BOND]

**R-1**

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF PALM BAY  
COUNTY OF BREVARD  
EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BOND, SERIES 2022  
(Expansion Area Project)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____ %	[December] 15, _____		30034H

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Everlands Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2022 Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the “Paying Agent”), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each June 15 and December 15, commencing [June] 15, 2023 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the “Registrar”) at the close of business on the first day (whether or not a Business Day) of the calendar month for which an interest payment date occurs (the “Record Date”). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a June 15 or December 15 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [June] 15, 2023, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly

provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by U.S. Bank Trust Company, National Association, as Trustee (said U.S. Bank Trust Company, National Association and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF PALM BAY, FLORIDA (THE "CITY"), BREVARD COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2022 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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

This Bond is one of an authorized issue of Bonds of the Everlands Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 2020-17 of the City Council of the City of Palm Bay, Florida (the "City") enacted on March 5, 2020, as supplemented by Ordinance No. 2021-51 enacted by the City on September 16, 2021, designated as "Everlands Community Development District Special Assessment Bonds, Series 2022 (Expansion Area Project)" (the "Bonds" or the "Series 2022 Bonds"), in the aggregate principal amount of \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND AND 00/100 DOLLARS (\$\_\_\_\_\_.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring the Expansion Area Project (as defined in the herein referred to Indenture). The Series 2022 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of September 1, 2021 (the "Master Indenture"), as amended by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2022 (the "Second

Supplemental Indenture” and together with the Master Indenture, the “Indenture”), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2022 Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Series 2022 Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2022 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2022 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bonds.

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

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for the Series 2022 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

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

This Bond is payable from and secured by Series 2022 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the Series 2022 Special Assessments to secure and pay the Bonds.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022

Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

#### Optional Redemption

The Series 2022 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after [December] 15, 20XX (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

#### Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u><b>Year</b></u>	<b>Mandatory Sinking Fund <u>Redemption Amount</u></b>
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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u><b>Year</b></u>	<b>Mandatory Sinking Fund <u>Redemption Amount</u></b>
--------------------	------------------------------------------------------------

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\*Maturity

The Series 2022 Bonds maturing on [December] 15, 20XX are subject to mandatory sinking fund redemption on [December] 15 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u><b>Year</b></u>	<b>Mandatory Sinking Fund <u>Redemption Amount</u></b>
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<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (taking into account the credit from the Series 2022 Reserve Account pursuant to the provisions of the Second Supplemental Indenture) following the payment in whole or in part of Series 2022 Special Assessments on any assessable lands within the District in accordance with the provisions of Section 4.05(a) of the Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund, the Series 2022 Costs of Issuance Account and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account not otherwise reserved to complete the Expansion Area Project (including any amounts transferred from the Series 2022 Reserve Account) all of which have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee by class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such



Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the 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 Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such 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 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee 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. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

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

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

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) 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 such Bonds as to the trust estate with respect to such Bonds 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.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer

satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

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

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

IN WITNESS WHEREOF, Everlands Community Development District has caused this Bond to be signed by the manual signature of the Chairperson or Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Secretary or an Assistant Secretary of its Board of Supervisors, all as of the date hereof.

EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

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

Date of Authentication: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant Vice President

## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Brevard County, Florida, rendered on the \_\_\_\_ day of \_\_\_\_\_, 2022.

EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Secretary/Assistant Secretary  
Board of Supervisors

## ABBREVIATIONS

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

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

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Transfer to Minors Act \_\_\_\_\_  
(State)

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

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(please print or typewrite name and address of assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

---

**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

---

Please insert social security or other identifying number of Assignee.

## EXHIBIT C

### FORMS OF REQUISITIONS

#### EVERLANDS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2022 (Expansion Area Project)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Everlands Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of September 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

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

*Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Expansion Area Project; and
- 4. each disbursement represents a Cost of Expansion Area Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

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

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Expansion Area Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer



**EVERLANDS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2022  
(Expansion Area Project)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Everlands Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of September 1, 2021, as supplemented by that certain Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2022 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2022 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

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

EVERLANDS COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Responsible Officer

Date: \_\_\_\_\_

## EXHIBIT D

### FORM OF INVESTOR LETTER

[Date]

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

Re: \$\_\_\_\_\_ Everlands Community Development District Special Assessment  
Bonds, Series 2022 (Expansion Area Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of \$\_\_\_\_\_ of the above-referenced Bonds [state maturing on [December] 15, \_\_\_\_\_, bearing interest at the rate of \_\_\_\_% per annum and CUSIP #] (herein, the “Investor Bonds”).

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

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

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

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust

partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

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

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

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

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

☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;

☐ a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2022 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

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

Very truly yours,

[Name], [Type of Entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Or

\_\_\_\_\_  
[Name], an Individual

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## RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Everlands Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the Engineer’s Report, dated June 2022, as amended and as may be further revised, prepared by B.S.E. Consultants, Inc. (“Engineer’s Report”) attached hereto as **Exhibit A** and incorporated herein by reference and available for review at the office of the District Manager, c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Records Office”); and

**WHEREAS**, pursuant to Ordinance No. 2021-51 enacted by the City of Palm Bay, Florida on September 16, 2021, the boundaries of the District were expanded by approximately 291.11+/- acres (the “Expansion Area”); and

**WHEREAS**, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Assessments”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

**WHEREAS**, the District hereby determines that benefits will accrue to the property improved within the Expansion Area, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology Report, dated \_\_\_\_\_ (“Master Assessment Methodology Report”), as may be further revised, prepared by Special District Services, Inc., a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference and is available for review at the District Records Office; and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

**Section 2.** Assessments shall be levied on the assessable lands within the Expansion Area within the District to defray a portion of the cost of the Improvements.

**Section 3.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office and available for public inspection at the same location. The general nature of the Improvements consists of, but not necessarily limited to, stormwater management and control facilities, including, but not limited to, related earthwork; water and wastewater systems; on-site paving, grading, drainage, and utilities; and related incidental costs, including professional fees. The general location of the Improvements are located east of St. Johns Heritage Parkway between the Melbourne-Tillman Water Control District C-1 Canal and Pace Drive. Off-site utility improvements are required to provide water and wastewater service to the District. This includes extension of the 16-inch water main and 16-inch force main on St. Johns Heritage Parkway from interim termination points north of Pace Drive to Emerson Drive.

**Section 4.** The total estimated cost of the Improvements is \$\_\_\_\_\_ (the "Estimated Cost").

**Section 5.** The Assessments will defray approximately \$\_\_\_\_\_, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

**Section 6.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

**Section 7.** The Assessments shall be levied, within the Expansion Area within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**Section 8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

**Section 9.** Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments, including any capitalized interest paid. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*;

provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

**Section 10.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

**Section 11.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**Section 12.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Brevard County and to provide such other notice as may be required by law or desired in the best interests of the District.

**Section 13.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 8th day of July, 2022.

**EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT**

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Chairperson, Board of Supervisors

**ATTEST:**

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Secretary/Assistant Secretary

**Exhibit A:** Engineer's Report, dated June 2022

**Exhibit B:** Master Assessment Methodology Report, dated \_\_\_\_\_



**Exhibit A**  
Engineer's Report, dated June 2022

*[See attached]*

**Exhibit B**  
Master Assessment Methodology Report, dated \_\_\_\_\_

*[See attached]*

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**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON \_\_\_\_\_, 2022, AT \_\_\_\_\_ .M. AT THE OFFICES OF B.S.E. CONSULTANTS, INC. LOCATED AT 312 SOUTH HARBOR CITY BOULEVARD, MELBOURNE, FLORIDA 32949, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE EXPANSION AREA WITHIN THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.**

**WHEREAS**, the Board of Supervisors of the Everlands Community Development District (the “Board”) has previously adopted Resolution 2022-03 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE COST OF THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, in accordance with Resolution 2022-03, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Office”).

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT:**

1. There is hereby declared a public hearing to be held at \_\_\_\_\_.m. on \_\_\_\_\_, 2022, at the offices of B.S.E. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410.
  
2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Brevard County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The form of such notice to the landowners is attached hereto as Exhibit A. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
  
3. This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**EVERLANDS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A**

**Everlands Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410**

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

{date}

{Owner Name}

{address}

{city, state, zip}

**RE:   *Everlands Community Development District (“District”)  
          Notice of Hearings on Debt Special Assessments***

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, Florida Statutes, the District’s Board of Supervisors (“**Board**”) hereby provides notice of the following public hearings:

**NOTICE OF PUBLIC HEARINGS**

DATE:	{date}
TIME:	{time}
LOCATION:	Offices of B.S.E. Consultants, Inc. 312 South Harbor City Boulevard, Melbourne, Florida 32949

The purpose of the public hearings announced above is to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the Everlands Community Development District (“District”), a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. The areas to be improved are depicted below and in the District’s *Engineering Report Phase 2 Infrastructure Improvements* (the “Improvement Plan”). The public hearing is being conducted pursuant to Chapters 170, 190 and 197, *Florida Statutes*. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District’s Records Office located c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements

(“Improvements”) are currently expected to include, but are not limited to drainage and surface water management system improvements, on-site utilities, offsite utilities and other improvements, all as more specifically described in the Improvement Plan, on file and available during normal business hours at the address provided above.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District’s *Master Special Assessment Methodology Report* (the “Assessment Report”), which is on file and available during normal business hours at the address provided above. The Assessment Report identifies each tax parcel identification number within the District and assessments per parcel for each land use category that is currently expected to be assessed. The method of allocating assessments for the Improvements to be funded by the District will initially be determined on an equal assessment per acre basis. The methodology is explained in more detail in the Assessment Report. Also, as described in more detail in the Assessment Report, the District’s assessments will be levied against all assessable lands within the District. Please consult the Assessment Report for more details.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than {\$xxxxxx} in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. {description of unit type(s), Maximum annual debt per unit {\$xxxxxx}, grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. The proposed annual schedule of maximum assessments is follows:

#### **ALLOCATION OF DEBT SERVICE ASSESSMENTS**

Product	Number of Units by Type	ERU Factor	Total ERUs	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
TOTAL					
*Rounded					
**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.					

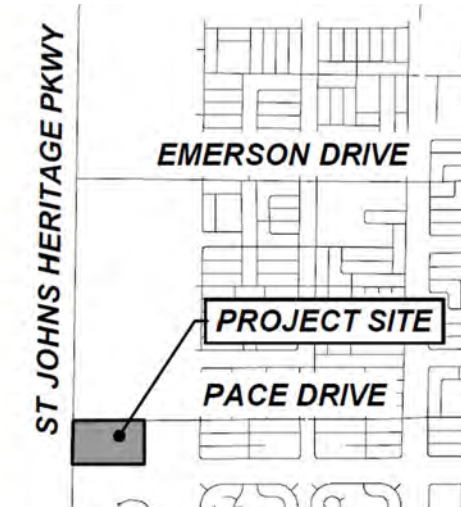
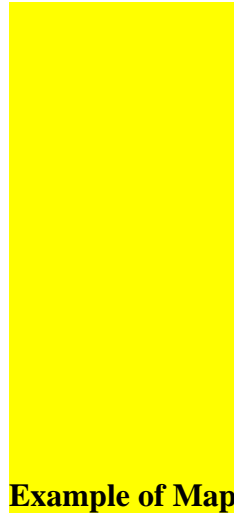
Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt	
<b>TOTALS</b>					
<b>*Rounded</b>					
**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.					

The assessments may be prepaid in whole at any time, or in some instances in part, or shall be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments will be collected on the Brevard County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice. Failure to pay the assessment will cause a tax certificate to be issued against the property, or result in a foreclosure action which in either case may result in a loss of title.

Also on **{date}**, at **{time}** at the Offices of B.S.E. Consultants, Inc. located at 312 South Harbor City Boulevard, Melbourne, Florida 32949, the Board will hold a special public meeting to consider matters related to the construction of the Improvements; to consider matters related to a bond issue and special assessments to finance improvements; to consider the facilities to be provided by the District and the financing plan for same; and to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law. The Board meeting and/or the public hearings may be continued in progress to a date and time certain announced at the meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.



## EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,

B. Frank Sakuma, Jr.  
District Manager