

KELLY PARK

COMMUNITY DEVELOPMENT

DISTRICT

November 25, 2024

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

November 18, 2024

Board of Supervisors
Kelly Park Community Development District

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

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Kelly Park Community Development District will hold a Special Meeting on November 25, 2024 at 8:00 a.m., at the offices of Poulos & Bennett, LLC, 2602 E Livingston Street, Orlando, Florida 32803. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Second Supplemental Engineer's Report
4. Presentation of Second Supplemental Special Assessment Methodology Report
5. Consideration of Resolution 2025-01, Authorizing the Issuance of its Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes

6. Consideration of Resolution 2025-02 Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date
7. Consideration of Issuer's Counsel Document
 - A. Acquisition Agreement
 - B. Collateral Assignment Agreements
 - C. Completion Agreements
 - D. Declarations of Consent
 - E. Disclosure of Public Finance
8. Consideration of FMSbonds, Inc. Rule G-17 Disclosure Letter
9. Consideration of Resolution 2025-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
10. Ratification of Acquisition of Phase 1-2 Utilities Improvements
11. Consideration of Resolution 2025-04, Ratifying the Actions of the District Manager in Redesignating the Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [November 25, 2024, 10:00 AM, American Lawyers International PLLC, 6909 Old Hwy 441, Suite 109, Mt. Dora, Florida 32757]
12. Consideration of Amended and Restated Resolutions Relating to the Fiscal Year 2024/2025 Budget and Assessments
 - A. Resolution 2025-05, Amending and Restating Resolution 2024-10; Relating to the Annual Appropriations and Adopting the Budget(S) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
 - B. Resolution 2025-06, Amending and Restating Resolution 2024-11; Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon;

Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

- 13. Acceptance of Unaudited Financial Statements as of October 31, 2024
- 14. Approval of August 21, 2024 Public Hearings and Regular Meeting Minutes
- 15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD
 - QUORUM CHECK

SEAT 1	SETH BENNETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	QUINT NOORDSTAR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 16. Board Members' Comments/Requests
- 17. Public Comments
- 18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (904) 295-5714.

Sincerely,



Ernesto Torres
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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**SECOND SUPPLEMENTAL ENGINEER’S REPORT FOR THE
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

November 2024

1. PURPOSE

This report supplements the District’s *Engineer’s Report*, dated July 6, 2022 (“**Master Report**”) for the purpose of describing the second phase of the District’s CIP to be known as the “**2024 Project**” a/k/a “**Assessment Area Two Project.**” All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

2. 2024 Project

The District’s 2024 Project includes the portion of the CIP that is necessary for the development of what is known as “Phases 2A and 2B” (together, “**Assessment Area Two**”) of the District. The 2024 Project is broken into three parts, including the “**Dream Finders Project Area**” a/k/a “**Phase 2A**” being developed by DFC Kelly Park, LLC, the “**Galvin Project Area**” a/k/a “**Phase 2B**” being developed by Galvin-Harris Land Services, LLC, and that portion of the District’s CIP that includes the “Master Entry Signage”, the “Park Tract P1B-2 improvements” and the “Phases 1-3 & 2 master improvements” necessary for the development of Phases 2A and 2B (“**Phase 2A/2B Master Project**”).

The Phase 2A/2B Master Project and Phase 2B Project are intended to be completed by Galvin-Harris Land Services, LLC using a combination of CDD bond proceeds and developer funding, while the Phase 2A Project is intended to be completed by DFC Kelly Park, LLC at its own cost. Impact fee credits as may be received by the CDD from the City of Apopka in association with the master infrastructure project improvements shall be addressed via an acquisition agreement with the applicable developer entit(ies).

A legal description for Assessment Area Two is shown in **Exhibit A**.

Product Mix

The table below shows the product types that will be part of the 2024 Project:

Product Type	2024 Project / Assessment Area Two Units	
	DreamFinders Project Area (Phase 2A)	Galvin Project Area (Phase 2B)
Single Family 40’	14	0
Single Family 52’	145	90
Single Family 56’	0	0
TOTAL	159	90

List of 2024 Project Improvements

The various improvements that are part of the overall CIP – including those that are part of the 2024 Project – are described in detail in the July 2022 Master Report, and those descriptions are incorporated herein. The 2024 Project includes, generally stated, the following items relating to Assessment Area Two: public roadways, storm sewer facilities, utilities, landscape/irrigation, gopher tortoise removal, the differential cost of undergrounding electrical conduit, soft costs, etc. Additionally,

the 2024 Project includes the development of the Phase 2A/2B Master Project improvements including public roadways, storm sewer facilities, utilities, hardscape/landscape/irrigation, gopher tortoise removal, the differential cost of undergrounding electrical conduit, and other associated master improvements and soft costs.

Permits

All permits and approvals necessary for the development of the 2024 Project have been obtained or are reasonably expected to be obtained in due course.

Estimated Costs

The tables below show the estimated costs of the 2024 Project:

PHASE 2A/2B MASTER PROJECT COSTS (IMPACT FEE CREDITABLE; CDD FUNDED)		
Improvement	2024 Project Estimated Costs	Operation & Maintenance Entity
Spine Road Ph. 1-3 & 2 Master Infrastructure	\$4,418,579.58	CDD/City
Spine Road Phase 1-3 & 2 Landscaping & Irrigation	\$165,093.60	CDD
Master Entry Signage	\$202,000.00	CDD
Park Tract P1B-2 Amenity Center	\$536,388.00	CDD
Professional Fees (10%)	\$532,206.12	N/A
SUBTOTAL	\$5,854,267.30	
Contingency (15%)	\$878,140.09	As above
TOTAL	\$6,732,407.39	

PHASE 2A AND 2B NEIGHBORHOOD COSTS (CDD FUNDED)			
Improvement	Dream Finders Project Area (Phase 2A)	Galvin-Harris Project Area (Phase 2B)	Operation & Maintenance Entity
Storm Sewer/Drainage	\$748,730.46	\$491,396.42	City/CDD
Roadways	\$987,455.81	\$535,581.29	City
Hardscape/Landscape/Irrigation	\$235,685.70	\$133,407.00	CDD
Water, Reclaim and Wastewater Utilities	\$1,270,098.37	\$888,329.10	City
Undergrounding of Conduit	\$377,625.00	\$213,750.00	N/A
Professional Fees (10%)	\$361,959.53	\$226,246.38	N/A
SUBTOTAL	\$3,981,544.87	\$2,488,710.19	
Contingency (15%)	\$597,233.23	\$373,306.53	As above
TOTAL	\$4,587,788.11	\$2,862,016.72	

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the Phase 2A and 2B improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the 2024 Project.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

3. CONCLUSION

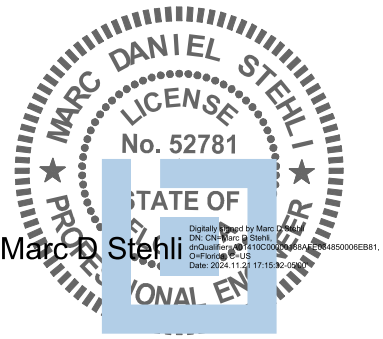
The 2024 Project will be designed in accordance with current governmental regulations and requirements. The 2024 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the 2024 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the 2024 Project are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the 2024 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the 2024 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within Assessment Area Two will receive a special benefit from the 2024 Project that is at least equal to the costs of the 2024 Project.

As described above, this report identifies the benefits from the 2024 Project to the lands within Assessment Area Two. The general public, property owners, and property outside of Assessment Area Two will benefit from the provision of the 2024 Project; however, and with the exception of certain master costs that are part of the 2024 Project but allocable to future phases, these are incidental to the District's 2024 Project, which is designed solely to provide special benefits peculiar to Assessment Area Two. Special and peculiar benefits accrue to property within Assessment Area Two and enable properties within its boundaries to be developed.

The 2024 Project will be owned by the District or other governmental units and such 2024 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2024 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2024 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2024 Project or the fair market value.

Please note that the 2024 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2024 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Marc D. Stehli

This item has been electronically signed and sealed by Marc D. Stehli, P.E. using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Marc D. Stehli, P.E.
District Engineer
Date: November 21, 2024

EXHIBIT A: Legal Descriptions and Map of the Assessment Area Two Boundary

EXHIBIT A
ASSESSMENT AREA TWO LEGAL DESCRIPTION
AND ASSESSMENT AREA MAP

Phase 1-2, 1-2 & 3 Master Infrastructure:

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF WAY LINE OF ONDICH ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1328.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11. THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, THENCE RUN SOUTH 89°37'26" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO THE POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET; THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST; THENCE SOUTH 14°32'25" WEST, NON-RADIAL TO SAID CURVE, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°22'34" EAST, 201.67 FEET; THENCE RUN NORTH 89°37'26" EAST, 50.00 FEET; THENCE RUN SOUTH 00°22'34" EAST, 705.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST; THENCE RUN, SOUTH 00°51'50" WEST, NON-RADIAL TO SAID CURVE, 55.01 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 86°38'45", AN ARC LENGTH 37.81 FEET, A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF SOUTH 46°18'03" WEST, TO A POINT ON REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 46°14'02", AN ARC LENGTH 540.65 FEET AND A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF SOUTH 26°05'42" WEST, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY,

ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°02'51", AN ARC LENGTH 37.11 FEET, A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF SOUTH 06°41'17" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 35°50'08" EAST, 204.97 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°55'20", AN ARC LENGTH 40.98 FEET, A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF SOUTH 82°47'48" EAST; THENCE SOUTH 39°45' 28" EAST, NON-RADIAL TO SAID CURVE, 55.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 946.00 FEET, A CENTRAL ANGLE OF 00°25'29", AN ARC LENGTH 7.01 FEET, A CHORD LENGTH OF 7.01 FEET AND A CHORD BEARING OF SOUTH 50°27'17" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'09", AN ARC LENGTH 37.74 FEET, A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF SOUTH 07°24'57" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 35°50'08" EAST, 102.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 54°44'56", AN ARC LENGTH 410.88 FEET, A CHORD LENGTH OF 395.43 FEET AND A CHORD BEARING OF SOUTH 63°12'36" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°24'56" EAST, 163.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 03°17'24", AN ARC LENGTH 9.47 FEET, A CHORD LENGTH OF 9.47 FEET AND A CHORD BEARING OF NORTH 87°46'14" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 86°07'32" EAST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 39°13'52", AN ARC LENGTH 17.12 FEET, A CHORD LENGTH OF 16.79 FEET AND A CHORD BEARING OF NORTH 66°30'36" EAST THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 30°50'21", AN ARC LENGTH 30.69 FEET, A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF NORTH 62°18'50" EAST TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 46°23'52", AN ARC LENGTH 4.05 FEET, A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF NORTH 54°32'04" EAST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 170.50 FEET, A CENTRAL ANGLE OF 10°44'46", AN ARC LENGTH 31.98 FEET, A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF NORTH 25°57'45" EAST; THENCE RUN SOUTH 69°24'38" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 112°27'54", AN ARC LENGTH 49.07 FEET, A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF SOUTH 35°38'35" EAST; THENCE RUN SOUTH 00°28'01" EAST, NON-RADIAL TO SAID CURVE, 59.02 FEET; THENCE RUN SOUTH 88°07'28" WEST, 32.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 56°05'38", AN ARC LENGTH 4.90 FEET, A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF SOUTH 60°04'39" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET, A CENTRAL ANGLE OF 24°22'10", AN ARC LENGTH 24.25 FEET, A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF SOUTH 44°12'55" WEST TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 44°37'27", AN ARC LENGTH 3.89 FEET, A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF SOUTH 34°05'16" WEST TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 12°14'34", AN ARC LENGTH 120.73 FEET, A CHORD LENGTH OF 120.50 FEET AND A CHORD BEARING OF SOUTH 05°39'16" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°28'01" EAST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95°29'10",

AN ARC LENGTH 41.66 FEET, A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF SOUTH 48°12'36" EAST; THENCE RUN SOUTH 05°57'11" EAST, NON-RADIAL TO SAID CURVE, 59.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 470.50 FEET, A CENTRAL ANGLE OF 04°36'53", AN ARC LENGTH 37.90 FEET, A CHORD LENGTH OF 37.89 FEET AND A CHORD BEARING OF SOUTH 81°44'23" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET, A CENTRAL ANGLE OF 09°49'36", AN ARC LENGTH 90.81 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'33" WEST TO A POINT OF TANGENCY; THENCE SOUTH 00°44'27" EAST, 110.00 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'33" WEST, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 989.37 FEET TO A POINT LYING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2239.19 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF ONDICH ROAD SAID POINT ALSO LIES ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, THE FOLLOWING FOUR (4) COURSES; THE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH 474.14 FEET, A CHORD LENGTH OF 462.05 FEET AND A CHORD BEARING OF NORTH 67°23'06" EAST TO A POINT OF TANGENCY; THENCE NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH 427.02 FEET, A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°53'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 150.187 ACRES MORE OR LESS.

Phase 2A:

A TRACT OF LAND, BEING TRACT FD-2A-1, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 189.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°08'52" EAST, 1139.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET TO A POINT ON A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST, TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 14°32'25" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST, TO A POINT OF A CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 201.67 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 39.58 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 02°58'47", AN ARC LENGTH OF 3.77 FEET, A CHORD LENGTH OF 3.77 FEET AND A CHORD BEARING OF NORTH 88°53'11" WEST, TO A POINT OF TANGENCY; THENCE NORTH 87°23'47" WEST, 327.56 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 06°34'30", AN ARC LENGTH OF 106.44 FEET, A CHORD LENGTH OF 106.38 FEET AND A CHORD BEARING OF SOUTH 89°18'57" WEST, TO A POINT OF A CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 80°38'28", AN ARC LENGTH OF 232.23 FEET, A CHORD LENGTH OF 213.53 FEET AND A CHORD BEARING OF NORTH 53°39'04" WEST, TO A POINT OF TANGENCY; THENCE NORTH 13°19'50" WEST, 94.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 6.56 FEET, A CHORD LENGTH OF 6.54 FEET AND A CHORD BEARING OF NORTH 06°51'12" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 6.14 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST, TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 5.50 FEET; THENCE NORTH 00°22'34" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENCY CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET,

A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 386.68 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'26", AN ARC LENGTH OF 39.06 FEET, A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF NORTH 44°23'09" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-2, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGES ____ THROUGH _____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A

CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID POINT WILL BE REFERED TO AS POINT "A"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 86.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST, 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09°42'01", AN ARC LENGTH OF 46.56 FEET, A CHORD LENGTH OF 46.50 FEET AND A CHORD BEARING OF NORTH 28°58'10" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 72°45'22" WEST, 75.24 FEET; THENCE SOUTH 89°52'19" WEST, 54.38 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" WEST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS

OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-3, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "A" FOR A POINT OF REFERENCE; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF SOUTH 48°08'14" WEST, TO A POINT OF TANGENCY, SAID POINT WILL BE REFERED TO AS POINT "B"; THENCE SOUTH 89°52'19" WEST, 97.79 FEET; THENCE NORTH 00°07'41" WEST, 120.00 FEET; THENCE NORTH 89°52'19" EAST, 7.77 FEET; THENCE NORTH 00°07'41" WEST, 119.78 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 07°54'48", AN ARC LENGTH OF 134.66 FEET, A CHORD LENGTH OF 134.55 FEET AND A CHORD BEARING OF SOUTH 84°58'03" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-4, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "B" FOR A POINT OF REFERENCE; THENCE SOUTH 89°52'19" WEST, 5.53 FEET; THENCE SOUTH 00°07'41" EAST 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.26 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°07'41" EAST, 40.00 FEET; THENCE SOUTH 89°52'19" WEST, 120.00 FEET; THENCE NORTH 00°07'41" WEST, 65.00 FEET; THENCE NORTH 89°52'19" EAST, 95.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA CONTAINS 33.424 ACRES MORE OR LESS.

Phase 2B:

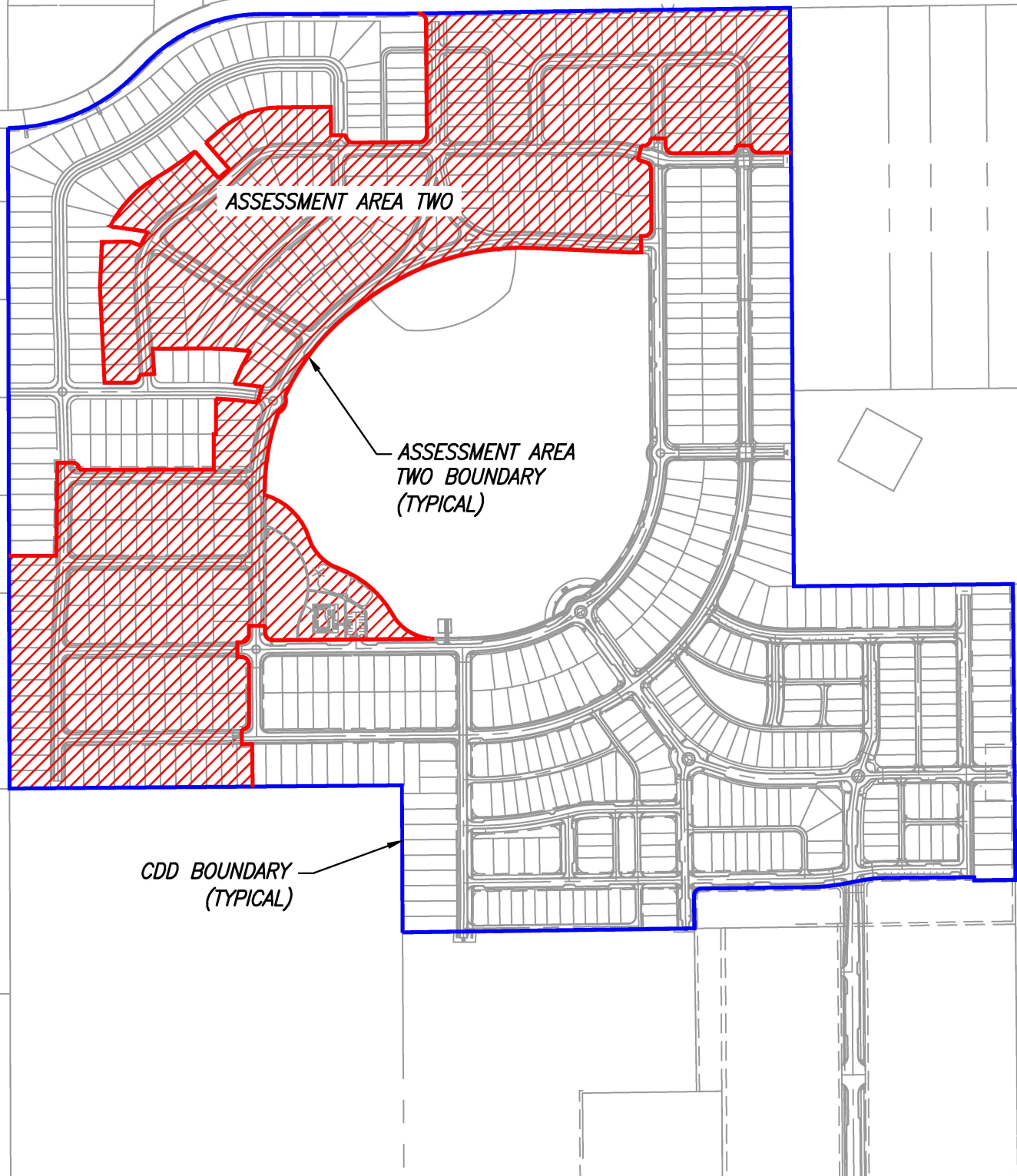
A TRACT OF LAND, BEING PROPOSED TRACT FD-2B OF THE PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 506.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'17" WEST ALONG SAID SOUTH LINE, 823.90 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 789.31 FEET TO THE SOUTHWEST CORNER OF PROPOSED TRACT FD-3B OF SAID PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2; THENCE DEPARTING SAID WEST LINE, RUN ALONG THE SOUTHERLY LINE OF SAID PROPOSED TRACT FD-3B, THE FOLLOWING COURSES: NORTH 89°52'19" EAST, 159.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 03°00'37", AN ARC LENGTH OF 315.24 FEET, A CHORD LENGTH OF 315.20 FEET AND A CHORD BEARING OF NORTH 00°40'10" EAST, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°09'52" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°17'33", AN ARC LENGTH OF 38.96 FEET, A CHORD LENGTH OF 35.14 FEET AND A CHORD BEARING OF SOUTH 45°28'55" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 89°52'19" EAST, 548.07 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN SOUTH 00°07'41" EAST, 50.00 FEET; THENCE RUN SOUTH 89° 52' 19" WEST, 95.01 FEET; THENCE RUN SOUTH 00°07'41" EAST, 65.00 FEET; THENCE RUN NORTH 89°52'19" EAST, 120.00 FEET TO A POINT LYING ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ZEPHER LILY AVENUE; THENCE RUN ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF AFORESAID TRACT FD-2B, THE FOLLOWING COURSES; THENCE RUN SOUTH 00°07'41" EAST, 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27, A CHORD LENGTH OF 35.36 FEET, A CHORD BEARING OF SOUTH 44°52'19" WEST; THENCE RUN SOUTH 00°07'41" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 89°30'17" WEST, 14.32 FEET; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET; THENCE RUN NORTH 89°30'17" EAST, 13.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°22'02", AND ARC LENGTH OF 39.43 FEET, A CHORD LENGTH OF 35.47 FEET AND A CHORD BEARING OF SOUTH 45°18'42" EAST TO A THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET, NON-TANGENT TO SAID

CURVE; THENCE RUN NORTH 89°30'17 EAST, 35.04 FEET; THENCE RUN SOUTH 00°29'43" EAST, 143.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 18.752 ACRES MORE OR LESS.

Ondich Road



CDD BOUNDARY
(TYPICAL)

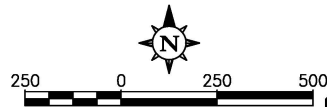
Assessment Area Two Project Boundary

Kelly Park CDD

POULOS & BENNETT

2602 E. Livingston St.
Orlando, Florida 32803-407.487.2594

www.poulosandbennett.com
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 1

November 21, 2024
P & B Job No.: 21-027

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

4

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Preliminary Second Supplemental Special Assessment
Methodology Report

November 25, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Preliminary Second Supplemental Special Assessment Methodology Report (the “Preliminary Second Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated July 6, 2022 and to provide a supplemental financing plan and a supplemental special assessment methodology for Assessment Area Two (to be defined further herein) of the Kelly Park Community Development District (the “District”), located in the City of Apopka, Florida, as related to funding a portion of the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District to support the development of 249 residential dwelling units projected to be developed within Phases 2A and 2B of Assessment Area Two of the District (“Assessment Area Two”).

1.2 Scope of the Preliminary Second Supplemental Report

This Preliminary Second Supplemental Report presents the projections for financing a portion of what is known as the “2024 Project,” which refers to the portion of the District’s overall “Capital Improvement Plan” related to the development and supporting the development of Phases 2A and 2B of Assessment Area Two. The 2024 Project is described in the Second Supplemental Engineer’s Report developed by Poulos & Bennett, LLC (the “District Engineer”) and dated November 2024 (the “Supplemental Engineer’s Report”). This Preliminary Second Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding a portion of the 2024 Project with proceeds of indebtedness projected to be issued by the District.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the 2024 Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area Two as well as general benefits to properties outside of Assessment Area Two and to the public at large. However, as discussed within this Preliminary Second Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within Assessment Area Two. The District’s

2024 Project enables properties within the boundaries of Assessment Area Two to be developed.

There is no doubt that the general public and property owners of property outside Assessment Area Two will benefit from the provision of the 2024 Project. However, these benefits are only incidental since the 2024 Project is designed solely to provide special benefits peculiar to property within Assessment Area Two. Properties outside Assessment Area Two are not directly served by the 2024 Project and do not depend upon the 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area Two properties receive compared to those lying outside of Assessment Area Two's boundaries.

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

1.4 Organization of the Preliminary Second Supplemental Report

Section Two describes the development program for Assessment Area Two as proposed by the Developer, as defined below.

Section Three provides a summary of the 2024 Project as determined by the District Engineer.

Section Four discusses the financing program for Assessment Area Two.

Section Five introduces the special assessment methodology for Assessment Area Two.

2.0 Development Program

2.1 Overview

The District serves the Kelly Park development, a master planned residential development located in the City of Apopka, Florida. The

land within the District consists of approximately 213.4 +/- acres and is generally located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive.

2.2 The Assessment Area Two Development Program

The development of Assessment Area Two is anticipated to be conducted by Galvin-Harris Land Services, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan for Phases 2A and 2B within Assessment Area Two envisions a total of 249 residential dwelling units, although unit numbers, land use types and phasing may change throughout the development period. The portion of Assessment Area Two that is projected to have the residential units constructed by the Developer and comprises Phase 2B is referred to as the "Galvin Project Area" while the portion of Assessment Area Two that is projected to have the residential units constructed by DFC Kelly Park, LLC or Dream Finders Homes LLC ("Dream Finders") and comprises Phase 2A is referred to as the "Dream Finders Project Area". Table 1 in the *Appendix* illustrates the development plan for Assessment Area Two.

As referenced in the Supplemental Engineer's Report, Assessment Area Two will include a 33.424-acre parcel that makes up Phase 2A and a 18.752-acre parcel that makes up Phase 2B. The Phase 2A parcel is treated as a "Transferred Parcel" for purposes of this report, and the gross assessment lien within the balance of Assessment Area Two will be levied on an equal, per acre basis, until the Phase 2B lots are platted. A legal description for Assessment Area Two is shown in Exhibit "A" in the *Appendix*.

3.0 The 2024 Project

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 2024 Project

The 2024 Project comprises a portion of the Capital Improvement Plan for the District and is designed to serve and will benefit the 249

residential dwelling units that are projected to be developed within Phases 2A and 2B of Assessment Area Two. According to the Supplemental Engineer's Report, the 2024 Project is comprised of certain master roadway and utility improvements which are designed to serve and benefit all parcels and units within Assessment Area Two (the "Master Improvements"), certain neighborhood improvements ("Galvin Neighborhood Improvements") for the Galvin Project Area, and certain neighborhood improvements ("Dream Finders Neighborhood Improvements") for the Dream Finders Project Area.

The 2024 Project is projected to include public roadways, storm sewer/drainage, hardscape/landscape/irrigation, waters, reclaim, and wastewater utilities, the differential cost of undergrounding electrical conduit, and soft costs for Phases 2A and 2B, as well as the Phase 2A/2B Master Project improvements, such as the project's entry boulevard and spine road, amenity center, and off-site roadway and utility improvements, and other associated master improvements and soft costs. All of the public infrastructure improvements included in the Master Improvements portion of the 2024 Project will comprise an interrelated systems of improvements within a portion of Assessment Area Two, which means that all public infrastructure improvements that comprise the Master Improvements portion of the 2024 Project will serve all lands and all land use types within Assessment Area Two and all will be interrelated such that all public infrastructure improvements that comprise the Master Improvements portion of the 2024 Project will reinforce one another.

Similarly, all of the public infrastructure improvements included in the Galvin Neighborhood Improvements and Dream Finders Neighborhood Improvements portions of the 2024 Project will comprise separate interrelated systems of improvements for the Galvin Project Area and the Dream Finders Project Area respectively, which means that all public infrastructure improvements that comprise the Galvin Neighborhood Improvements portion of the 2024 Project and the Dream Finders Neighborhood Improvements portion of the 2024 Project will serve all lands and all land use types within the Galvin Project Area and the Dream Finders Project Area respectively and all will be interrelated such that all public infrastructure improvements that comprise the Galvin Neighborhood Improvements and the Dream Finders Neighborhood Improvements portions of the 2024 Project will reinforce one another within the Galvin Project Area and the Dream Finders Project Area respectively.

Tables 2A and 2B in the *Appendix* illustrate the specific components of the 2024 Project and their costs, which total \$6,732,407.39 for the master infrastructure costs and \$7,440,804.82 for the neighborhood costs.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of public infrastructure improvements which will facilitate the development of lands within Assessment Area Two. Generally, construction of public infrastructure improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure improvements has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

The District intends to issue Special Assessment Bonds, Series 2024 (Assessment Area Two Project) in the estimated principal amount of \$5,460,000* (the "Series 2024 Bonds") to fund a portion of the 2024 Project costs in the estimated total amount of \$4,775,068*. It is anticipated that any costs of the 2024 Project which are not funded by the Series 2024 Bonds will be completed or funded by the Developer and Dream Finders pursuant to Completion Agreements that will be entered into by such parties and the District.

4.2 Types of Bonds Proposed

The financing plan for the District provides for the issuance of the Series 2024 Bonds in the estimated principal amount of \$5,460,000* to finance a portion of the 2024 Project costs in the estimated total amount of \$4,775,068*. The Series 2024 Bonds are structured to be amortized in 30 annual installments. Interest payments on the Series 2024 Bonds would be made every May 1 and November 1, and principal payments on the Series 2024 Bonds would be made on either May 1 or November 1.

In order to finance a portion of the costs of the 2024 Project in the estimated total amount of \$4,775,068*, the District will need to borrow more funds and incur indebtedness in the estimated principal

*Preliminary, subject to change

amount of \$5,460,000*. The difference is comprised of funding a debt service reserve, and costs of issuance, which include the underwriter's discount. Preliminary sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the 2024 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of Assessment Area Two and general benefits accruing to areas outside of Assessment Area Two but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the 2024 Project. All properties that receive special benefits from the 2024 Project will be assessed for their fair share of the debt issued in order to finance all or a portion of the 2024 Project.

5.2 Benefit Allocation

The most current development plan envisions the development of 249 residential dwelling units consisting of single-family units, although unit numbers and land use types may change throughout the development period.

All of the public infrastructure improvements included in the Master Improvements will comprise an interrelated systems of improvements for Assessment Area Two, which means that all public infrastructure improvements that comprise the Master Improvements will serve all lands and all land use types within Assessment Area Two and all will be interrelated such that all public infrastructure improvements that comprise the Master Improvements will reinforce one another.

Similarly, all of the public infrastructure improvements included in the Galvin Neighborhood Improvements and Dream Finders Neighborhood Improvements will comprise separate interrelated

*Preliminary, subject to change

systems of improvements for the Galvin Project Area and the Dream Finders Project Area respectively, which means that all public infrastructure improvements that comprise the Galvin Neighborhood Improvements and the Dream Finders Neighborhood Improvements will serve all lands and all land use types within the Galvin Project Area and the Dream Finders Project Area respectively and all will be interrelated such that all public infrastructure improvements that comprise the Galvin Neighborhood Improvements and the Dream Finders Neighborhood Improvements will reinforce one another within the Galvin Project Area and the Dream Finders Project Area respectively.

By allowing for the land in Assessment Area Two to be developable, both the public infrastructure improvements that comprise the 2024 Project and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within Assessment Area Two will benefit from each infrastructure improvement category that is part of the Master Improvements, all of the land uses within the Galvin Project Area and the Dream Finders Project Area will benefit from each infrastructure improvement category that is part of the Galvin Neighborhood Improvements and the Dream Finders Neighborhood Improvements respectively, as the improvements provide basic infrastructure to all land within Assessment Area Two (for the Master Improvements) and within the Galvin Project Area and the Dream Finders Project Area (for the Galvin Neighborhood Improvements and the Dream Finders Neighborhood Improvements respectively) and benefit all land within Assessment Area Two (for the Master Improvements), the Galvin Project Area (for the Galvin Neighborhood Improvements) and Dream Finders Project Area (for the Dream Finders Neighborhood Improvements) as integrated systems of improvements.

As stated previously, the public infrastructure improvements included in the 2024 Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area Two, as without such improvements, the development of the properties within 2024 Project would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within 2024 Project, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the 2024 Project of the District is proposed to be allocated to the different unit types within 2024 Project in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Tables 4A, 4B, and 4C in the *Appendix* illustrate the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within 2024 Project based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units, such as townhomes, will use and benefit from the District's improvements less than larger units, such as single-family units, as for instance, generally and on average smaller units or units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the 2024 Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

In order to facilitate the marketing of the residential units developed within Assessment Area Two, the Developer requested that the District limit the amounts of annual assessments for debt service on the Series 2024 Bonds (the "Series 2024 Bond Assessments") to certain predetermined levels. In order to accomplish that goal, the Developer will be required as part of the Acquisition Agreement to "buy down" assessment levels, in the amount of approximately \$209.24* ("Minimum Required Contribution") for Phase 2A and \$859,979.84* for Phase 2B, which represent the minimum required "buy down" of assessment levels, in excess of the total amount available from the proceeds of the Series 2024 Bonds. See Tables 5A and 5B in the *Appendix* which illustrate the calculation of the costs of the Master Improvements, Galvin-Harris Neighborhood Improvements and Dream Finders Neighborhood Improvements that are attributable to the various product types proposed to be developed within Assessment Area Two as well as the "buy down" of assessment levels in excess of the total amount available from the proceeds of the Series 2024 Bonds and Tables 6A and 6B in the

*Preliminary, subject to change

Appendix which illustrate the calculation of the Minimum Required Contribution for each Phase. Note that the Developers will also separately agree to complete their respective portions of the overall 2024 Project pursuant to separate Completion Agreements, but the Minimum Contribution Requirement is the minimum amount required to be provided at no cost, and for the Series 2024 Bond Assessments to be fairly and reasonably allocated.

Tables 7A and 7B in the *Appendix* present the apportionment of the Series 2024 Bond Assessments in accordance with the ERU benefit allocation method presented in Tables 4A, 4B, and 4C as modified by the effects of the contributions illustrated in Tables 5A and 5B in the *Appendix*. Tables 7A and 7B also present the annual levels of the annual debt service assessments per unit.

Amenities. No Series 2024 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the common elements are owned by the District, then they would be governmental property not subject to the Series 2024 Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Series 2024 Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Series 2024 Bond Assessments without specific consent thereto. If at any time, any real property on which Series 2024 Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Series 2024 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Series 2024 Bond Assessments

The District ordinarily assigns debt assessments on a gross acre basis, until platting, at which time lots would be assigned debt assessments on a first-platted, first-assigned basis. Thus, initially, the Series 2024 Bond Assessments in the estimated amount of

\$5,460,000* would ordinarily be assigned to the 52.176 acres within Assessment Area Two on a per acre basis. Then, when a parcel of land is platted, that land would be assigned Series 2024 Bond Assessments based on the ERU factors and amounts set forth in Tables 4A, 4B and 4C.

However, as noted herein, the Dream Finders Project Area is treated as Transferred Property for purposes of this report because the Developer transferred Phase 2A to Dream Finders. As such, and in connection with that transfer, Phase 2A is being treated as its own assessment area, and will be allocated 155.78 ERUs, or an estimated \$3,460,563.38* in Series 2024 Bond Assessments. As the land within the Dream Finders Project Area is not yet platted for its intended final use and the precise location of the various land use types by lot or parcel is unknown, the Series 2024 Bond Assessments related to the Dream Finders Project Area will initially be levied on all land within the Dream Finders Project Area on a pro-rata gross acre basis. Thus, the Series 2024 Bond Assessments in the estimated amount of \$3,460,563.38* will be preliminarily levied on approximately 33.424 +/- gross acres at the estimated rate of \$103,535.29* per gross acre.

The remaining amount of Series 2024 Bond Assessments within Assessment Area Two – estimated at \$1,999,436.62* – will be assigned to the remaining unplatted land – approximately 18.752 acres - within Assessment Area Two on a gross acre basis, or at the estimated rate of \$106,625.25* per gross acre.

When the land is platted, the Series 2024 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned land use for that platted parcel as reflected in Tables 7A and 7B in the *Appendix*. Such allocation of Series 2024 Bond Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2024 Bond Assessments levied on unplatted gross acres within the District.

Transferred Property. In the event unplatted land is sold to a third party (the “Transferred Property”), the Series 2024 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with

*Preliminary, subject to change

this Preliminary Second Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2024 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total amount of Series 2024 Bond Assessments is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2024 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per gross acre until platting). As noted herein, the Dream Finders Project Area is considered to be a Transferred Property.

Impact Fee Credits. The Engineer's Report states that certain of the Phase 2A/2B Master Project costs may be eligible for impact fee credits. To ensure that there is no "double" charge to landowners in the form of a Series 2024 Debt Assessment that is used to finance an impact fee creditable improvement, plus an impact fee placed on an individual lot, the District's acquisition agreements with the Developer and Dream Finders will require that the Developer and Dream Finders provide the District with sufficient consideration at no cost to the District in order to offset the value of the impact fee credits. This consideration may be in the form of: (i) infrastructure, work product and/or land (based on an appropriate appraisal) that is part of the 2024 Project; (ii) proceeds from the sale of impact fee credits, which can then be placed in the Acquisition and Construction Account of the Series 2024 Bonds and used to purchase from the Developer a previously unfunded portion of the 2024 Project; or (iii) a monetary paydown of Series 2024 Debt Assessments. By requiring this consideration, the District will ensure that there is sufficient benefit from the 2024 Project to justify the Series 2024 Debt Assessments, regardless of whether the District is entitled to receive any impact fee credits. Effectively, the District will ensure that any use of Series 2024 Bond monies to pay for impact fee creditable improvements will be offset with other value that goes directly to the Assessment Area Two landowners.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within Assessment Area Two. The District's public infrastructure improvements benefit assessable properties within Assessment

Area Two and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area Two. The special and peculiar benefits resulting from each improvement are:

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

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

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

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

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area Two according to reasonable estimates of the special and peculiar benefits derived from the 2024 Project.

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

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Tables 4A and 4B in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Series 2024 Bond Assessments) able to be imposed on the "Remaining Developable Unplatted Lands" (i.e., those remaining developable unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2024 Bond Assessments to the product types being platted and the remaining property in accordance with this Second Supplemental Report, and cause the Series 2024 Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat within the District has more than the anticipated ERUs (and Series 2024 Bond Assessments) such that the Remaining Unplatted Developable Lands would be assigned fewer ERUs (and Series 2024 Bond Assessments) than originally contemplated in the Development Plan, then the District may undertake a pro rata reduction of Series 2024 Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District has fewer than the anticipated ERUs (and Series 2024 Bond Assessments) such that the Remaining Unplatted Developable Lands would have to be assigned more ERUs (and Series 2024 Bond Assessments) in order to fully assign all of the ERUs originally contemplated in the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2024 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2024 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer

and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2024 Bond Assessments) are able to be imposed on the Remaining Developable Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Developable Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable prior to the recordation of the plat by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

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

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers

to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Preliminary Assessment Roll

The Series 2024 Bond Assessments attributable to the Dream Finders Project Area in the estimated amount of \$3,460,563.38* are proposed to be levied over the area described in Exhibit “A”.

The Series 2024 Bond Assessments attributable to the Galvin Project Area in the estimated amount of \$1,999,436.62* are proposed to be levied over the area described in Exhibit “B”.

Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Preliminary Second Supplemental Report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with bond issuance.

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

*Preliminary, subject to change

7.0 Appendix

Table 1

Kelly Park Community Development District

Development Plan

Product Type	2024 Project - Phase 2A Units	2024 Project - Phase 2B Units	Total Units
Single Family 40'	14	0	14
Single Family 52'	145	90	235
Total	159	90	249

Table 2A

Kelly Park Community Development District

Capital Improvement Program - 2024 Project Master Infrastructure

Improvement	Total Estimated Cost
Spine Road Phase 1-3 & 2 Master Infrastructure	\$4,418,579.58
Spine Road Phase 1-3 & 2 Landscaping & Irrigation	\$165,093.60
Master Entry Signage	\$202,000.00
Park Tract P1B-2 Amenity Center	\$536,388.00
Professional Fees (10%)	\$532,206.12
Contingency (15%)	\$878,140.09
Total	\$6,732,407.39

Table 2B

Kelly Park Community Development District

Capital Improvement Program - 2024 Project Neighborhood Infrastructure

Improvement	Dream Finders - Phase 2A Costs	Galvin-Harris - Phase 2B Costs	Total Estimated Cost
Storm Sewer / Drainage	\$748,730.46	\$491,396.42	\$1,240,126.88
Roadways	\$987,455.81	\$535,581.29	\$1,523,037.10
Hardscape/ Landscape/ Irrigation	\$235,685.70	\$133,407.00	\$369,092.70
Waters, Reclaim and Wastewater Utilities	\$1,270,098.37	\$888,329.10	\$2,158,427.47
Undergrounding of Conduit	\$377,625.00	\$213,750.00	\$591,375.00
Professional Fees (10%)	\$361,959.53	\$226,246.38	\$588,205.92
Contingency (15%)	\$597,233.23	\$373,306.53	\$970,539.76
Total	\$4,578,788.11	\$2,862,016.72	\$7,440,804.82

Table 3

Kelly Park

Community Development District

Preliminary Sources and Uses of Funds

Series 2024

Sources

Bond Proceeds:	
Par Amount	\$5,460,000.00
Total Sources	\$5,460,000.00

Uses

Project Fund Deposits:	
Project Fund	\$4,775,068.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$375,732.00
Capitalized Interest Fund	\$0.00
Delivery Date Expenses:	
Costs of Issuance	\$309,200.00
Total Uses	\$5,460,000.00

Coupon Rate: 5.5%
 CAPI Length: 0 Months
 Bond Duration: 30 Years
 Underwriter's Discount Rate: 2%
 Cost Of Issuance: \$200,000

Table 4A

Kelly Park

Community Development District

Benefit Allocation - Total

Product Type	Total Units	ERU Weight	Total ERU
Single Family 40'	212	0.77	163.24
Single Family 52'	516	1.00	516.00
Single Family 56'	37	1.08	39.96
Total	765		719.20

Table 4B

Kelly Park

Community Development District

Benefit Allocation - Phase 2A

Product Type	2024 Project - Phase 2A Units	ERU Weight	Total ERU	Percent of Total ERU
Single Family 40'	14	0.77	10.78	1.50%
Single Family 52'	145	1.00	145.00	20.16%
Total	159		155.78	21.66%

Table 4C

Kelly Park

Community Development District

Benefit Allocation - Phase 2B

Product Type	2024 Project - Phase 2B Units	ERU Weight	Total ERU	Percent of Total ERU
Single Family 40'	0	0.77	0.00	0.00%
Single Family 52'	90	1.00	90.00	12.51%
Total	90		90.00	12.51%

Table 5A

Kelly Park

Community Development District

Capital Improvement Program Cost Allocation - Phase 2A

Product Type	2024 Project - Phase 2A Units	CIP Cost Allocation to 2024 Project Phase 2A Units*	CIP Costs to be Contributed by Dream Finders to 2024 Project Phase 2A Units	CIP Costs Allocated to 2024 Project Phase 2A Units to be Funded by Series 2024 Bonds
Single Family 40'	14	\$612,138.67	\$402,902.52	\$209,236.16
Single Family 52'	145	\$8,233,776.22	\$5,416,560.83	\$2,817,215.39
Total	159	\$8,845,914.90	\$5,819,463.35	\$3,026,451.55

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 5B

Kelly Park

Community Development District

Capital Improvement Program Cost Allocation - Phase 2B

Product Type	2024 Project - Phase 2B Units	CIP Cost Allocation to 2024 Project Phase 2B Units*	CIP Costs to be Contributed by Galvin-Harris to 2024 Project Phase 2B Units	CIP Costs Allocated to 2024 Project Phase 2B Units to be Funded by Series 2024 Bonds
Single Family 40'	0	\$0.00	\$0.00	\$0.00
Single Family 52'	90	\$5,327,297.32	\$3,578,680.87	\$1,748,616.45
Total	90	\$5,327,297.32	\$3,578,680.87	\$1,748,616.45

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 6A

Kelly Park

Community Development District

Minimum Required Contribution Calculations - Phase 2A

Product Type	Number of Phase 1A Units	Minimum 2024 Project Costs Allocation Based on ERU	Minimum 2024 Project Costs Contributed by Dream Finders	2024 Project Costs Financed with Bonds
Single Family 40'	14	\$209,445.39	\$209.24	\$209,236.16
Single Family 52'	145	\$2,817,215.40	\$0.00	\$2,817,215.39
Total	159	\$3,026,660.79	\$209.24	\$3,026,451.55

Note: Table 6A quantifies the amount of benefit from the 2024 Project attributable to the different land use types within the District. Based on this information, Table 6A shows the minimum contributions of completed improvements required to buy-down the Series 2024 Bond Assessments to the target levels shown in Table 7A (i.e., \$3,026,660.79). In lieu of the District issuing additional bonds to finance the full cost of the 2024 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2024 Project - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 6B

Kelly Park

Community Development District

Minimum Required Contribution Calculations - Phase 2B

Product Type	Number of Phase 1B Units	Minimum 2024 Project Costs Allocation Based on ERU	Minimum 2024 Project Costs Contributed by Galvin-Harris	2024 Project Costs Financed with Bonds
Single Family 40'	0	\$0.00	\$0.00	\$0.00
Single Family 52'	90	\$2,608,596.29	\$859,979.84	\$1,748,616.45
Total	90	\$2,608,596.29	\$859,979.84	\$1,748,616.45

Note: Table 6B quantifies the amount of benefit from the 2024 Project attributable to the different land use types within the District. Based on this information, Table 6B shows the minimum contributions of completed improvements required to buy-down the Series 2024 Bond Assessments to the target levels shown in Table 7B (i.e., \$2,608,596.29). In lieu of the District issuing additional bonds to finance the full cost of the 2024 Project and levying additional assessments, and pursuant to the Completion Agreement and/or Acquisition Agreement, the Developer will be required to construct all of the improvements that are part of the 2024 Project - please note that contributions do not include financing costs because the contributions are not being financed, and so instead include only construction cost offsets.

Table 7A

Kelly Park Community Development District

Assessment Apportionment - Phase 2A

Product Type	Total Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit **
Single Family 40'	14	\$209,236.16	\$239,248.83	\$17,089.20	\$1,176.00
Single Family 52'	145	\$2,817,215.39	\$3,221,314.55	\$22,215.96	\$1,528.80
Total	159	\$3,026,451.55	\$3,460,563.38		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Does not include applicable costs of collection and early payment discounts

Table 7B

Kelly Park Community Development District

Assessment Apportionment - Phase 2B

Product Type	Total Units	Total Cost Allocation*	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit **
Single Family 40'	0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family 52'	90	\$1,748,616.45	\$1,999,436.62	\$22,215.96	\$1,528.80
Total	90	\$1,748,616.45	\$1,999,436.62		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Does not include applicable costs of collection and early payment discounts

Exhibit A

THE SERIES 2024 BOND ASSESSMENTS WILL BE LEVIED AT AN ESTIMATED AMOUNT OF \$3,460,563.38 ON THE FOLLOWING PHASE 2A (DREAM FINDERS PROJECT AREA) PROPERTY:

A TRACT OF LAND, BEING TRACT FD-2A-1, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGES ____ THROUGH _____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 189.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°08'52" EAST, 1139.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET TO A POINT ON A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST, TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 14°32'25" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST, TO A POINT OF A CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD

BEARING OF SOUTH 36°06'21" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 201.67 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 39.58 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 02°58'47", AN ARC LENGTH OF 3.77 FEET, A CHORD LENGTH OF 3.77 FEET AND A CHORD BEARING OF NORTH 88°53'11" WEST, TO A POINT OF TANGENCY; THENCE NORTH 87°23'47" WEST, 327.56 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 06°34'30", AN ARC LENGTH OF 106.44 FEET, A CHORD LENGTH OF 106.38 FEET AND A CHORD BEARING OF SOUTH 89°18'57" WEST, TO A POINT OF A CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 80°38'28", AN ARC LENGTH OF 232.23 FEET, A CHORD LENGTH OF 213.53 FEET AND A CHORD BEARING OF NORTH 53°39'04" WEST, TO A POINT OF TANGENCY; THENCE NORTH 13°19'50" WEST, 94.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 6.56 FEET, A CHORD LENGTH OF 6.54 FEET AND A CHORD BEARING OF NORTH 06°51'12" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 6.14 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST, TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 5.50 FEET; THENCE NORTH 00°22'34" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENCY CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 386.68 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'26", AN ARC LENGTH OF 39.06 FEET, A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF NORTH 44°23'09" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-2, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET; THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID POINT WILL BE REFERED TO AS POINT "A"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING

A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 86.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST, 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09°42'01", AN ARC LENGTH OF 46.56 FEET, A CHORD LENGTH OF 46.50 FEET AND A CHORD BEARING OF NORTH 28°58'10" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 72°45'22" WEST, 75.24 FEET; THENCE SOUTH 89°52'19" WEST, 54.38 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" WEST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD

BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-3, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "A" FOR A POINT OF REFERENCE; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF SOUTH 48°08'14" WEST, TO A POINT OF TANGENCY, SAID POINT WILL BE REFERED TO AS POINT "B"; THENCE SOUTH 89°52'19" WEST, 97.79 FEET; THENCE NORTH 00°07'41" WEST, 120.00 FEET; THENCE NORTH 89°52'19" EAST, 7.77 FEET; THENCE NORTH 00°07'41" WEST, 119.78 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 07°54'48", AN ARC LENGTH OF 134.66 FEET, A CHORD LENGTH OF 134.55 FEET AND A CHORD BEARING OF SOUTH 84°58'03" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-4, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "B" FOR A POINT OF REFERENCE; THENCE SOUTH 89°52'19" WEST, 5.53 FEET; THENCE SOUTH 00°07'41" EAST 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.26 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°07'41" EAST, 40.00 FEET; THENCE SOUTH 89°52'19" WEST, 120.00 FEET; THENCE NORTH 00°07'41" WEST, 65.00 FEET; THENCE NORTH 89°52'19" EAST, 95.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA
CONTAINS 33.424 ACRES MORE OR LESS.

Exhibit B

THE SERIES 2024 BOND ASSESSMENTS WILL BE LEVIED AT AN ESTIMATED AMOUNT OF \$1,999,436.62 ON THE LANDS DESCRIBED BELOW:

A TRACT OF LAND, BEING PROPOSED TRACT FD-2B OF THE PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 506.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'17" WEST ALONG SAID SOUTH LINE, 823.90 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 789.31 FEET TO THE SOUTHWEST CORNER OF PROPOSED TRACT FD-3B OF SAID PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2; THENCE DEPARTING SAID WEST LINE, RUN ALONG THE SOUTHERLY LINE OF SAID PROPOSED TRACT FD-3B, THE FOLLOWING COURSES: NORTH 89°52'19" EAST, 159.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 03°00'37", AN ARC LENGTH OF 315.24 FEET, A CHORD LENGTH OF 315.20 FEET AND A CHORD BEARING OF NORTH 00°40'10" EAST, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°09'52" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°17'33", AN ARC LENGTH OF 38.96 FEET, A CHORD LENGTH OF 35.14 FEET AND A CHORD BEARING OF SOUTH 45°28'55" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 89°52'19" EAST, 548.07 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN SOUTH 00°07'41" EAST, 50.00 FEET; THENCE RUN SOUTH 89° 52' 19" WEST, 95.01 FEET; THENCE RUN SOUTH 00°07'41" EAST, 65.00 FEET; THENCE RUN NORTH 89°52'19" EAST, 120.00 FEET TO A POINT LYING ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ZEPHER LILY AVENUE; THENCE RUN ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF AFORESAID TRACT FD-2B, THE FOLLOWING COURSES; THENCE RUN SOUTH 00°07'41" EAST, 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27, A CHORD LENGTH OF 35.36 FEET, A CHORD BEARING OF SOUTH 44°52'19" WEST; THENCE RUN SOUTH 00°07'41" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 89°30'17" WEST, 14.32 FEET; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET; THENCE RUN NORTH

89°30'17" EAST, 13.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°22'02", AND ARC LENGTH OF 39.43 FEET, A CHORD LENGTH OF 35.47 FEET AND A CHORD BEARING OF SOUTH 45°18'42" EAST TO A THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°30'17 EAST, 35.04 FEET; THENCE RUN SOUTH 00°29'43" EAST, 143.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 18.752 ACRES MORE OR LESS.

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS KELLY PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA TWO PROJECT) (THE "SERIES 2024 BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2024 BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2024 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2024 BONDS AND AWARDING THE SERIES 2024 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2024 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2024 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2024 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR THE APPLICATION OF THE SERIES 2024 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2024 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Kelly Park Community Development District (the "District") 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") and created by Ordinance No. 2924 enacted by the City Commission of the City of Apopka (the "City") on April 6, 2022, effective on May 18, 2022; and

WHEREAS, pursuant to the Act and Resolution No. 2022-26 duly adopted by the Board of Supervisors of the District on July 6, 2022 (the "Bond Resolution"), the Board of Supervisors has approved the form of a Master Trust Indenture (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"); and

WHEREAS, pursuant to the Act, the Bond Resolution and Resolution No. 2023-07 duly adopted by the Board of Supervisors of the District on August 9, 2023, as amended by Resolution No. 2024-01 adopted on November 14, 2023, the Master Indenture and that certain First

Supplemental Trust Indenture, each dated as of December 1, 2023, the District issued \$8,245,000 aggregate principal amount of Special Assessment Bonds, Series 2023 (Assessment Area One Project), to pay all or a portion of the costs of the planning, financing, construction and/or acquisition of the Assessment Area One Project; and

WHEREAS, the District duly adopted Resolution No. 2022-25 on July 6, 2022, declaring the levy and collection of special assessments (the "Special Assessments") pursuant to the Act and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the improvements which cost is to be defrayed by the Special Assessments, providing the manner in which the Special Assessments will be made, designating the benefited lands upon which the Special Assessments will be levied, authorizing the preparation of a preliminary assessment roll and fixing the time and place of a public hearing; and

WHEREAS, the District duly adopted Resolution No. 2022-30 on September 14, 2022, authorizing the construction of public infrastructure within the District boundaries which are to be developed in three phases, as described more particularly in the Engineer's Report for the Kelly Park Community Development District, dated July 6, 2022, as amended by the Second Supplemental Engineer's Report for the Kelly Park Community Development District dated [September 2024] and summarized in Schedule I attached to this Resolution, and equalizing, approving, confirming and levying the Special Assessments on the property within the District benefited by the Assessment Area Two Project (as defined herein); and

WHEREAS, the District has determined to issue its Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds") for the primary purpose of providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of public infrastructure for 249 residential units (the "Assessment Area Two Project"); and

WHEREAS, the Series 2024 Bonds constitute Bonds validated and confirmed by a final judgment of the Ninth Judicial Circuit Court in and for Orange County, Florida, rendered on 2nd day of November, 2022; and

WHEREAS, on September 14, 2022, the District approved a Master Special Assessment Methodology Report for Kelly Park Community Development District dated July 6, 2022, as supplemented by the Preliminary Second Supplemental Special Assessment Methodology Report for Kelly Park Community Development District dated November 25, 2024, and approved by the District on November 25, 2024 (collectively, the "Assessment Methodology Report"), each prepared by the District's Methodology Consultant, Wrathell, Hunt and Associates, LLC, setting forth the District's methodology for allocating debt to property within the District, setting forth the District's methodology for allocating debt in connection with the Series 2024 Bonds to property within the District comprising the first two phases of development "Assessment Area Two"; and

WHEREAS, the Series 2024 Bonds will be secured by special assessments levied and imposed on assessable land within the District in accordance with the Assessment Methodology Report and comprising Assessment Area Two; and

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

- (i) a form of Second Supplemental Trust Indenture regarding the Series 2024 Bonds, between the Trustee and the District attached hereto as Exhibit A (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture");
- (ii) a form of Bond Purchase Contract with respect to the Series 2024 Bonds between FMSbonds, Inc. (the "Underwriter") and the District attached hereto as Exhibit B (the "Bond Purchase Contract"), together with the form of a disclosure statement attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes;
- (iii) a form of Preliminary Limited Offering Memorandum relating to the Series 2024 Bonds attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum");
- (iv) a form of Rule 15c2-12 Certificate of the District relating to the Preliminary Limited Offering Memorandum, attached hereto as Exhibit D (the "Rule 15c2-12 Certificate"); and
- (v) a form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be entered into among the District, the dissemination agent named therein (the "Dissemination Agent"), and any landowner constituting an "Obligated Person" under the terms of the Continuing Disclosure Agreement, attached hereto as Exhibit E; and

WHEREAS, any capitalized term used herein and not otherwise expressly defined herein shall have the meaning ascribed thereto in the Indenture.

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

Section 1. Authorization of Issuance of Series 2024 Bonds. There are hereby authorized and directed to be issued Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds") in an aggregate principal amount not to exceed \$7,000,000, for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) making a deposit to the Series 2024 Reserve Account in an amount equal to the Series 2024 Reserve Requirement and (iii) paying certain costs of issuance in respect of the Series 2024 Bonds. The Series 2024 Bonds shall be issued under and secured by the Indenture the form of which by reference is hereby incorporated by reference into this resolution as if set forth in full herein.

Section 2. Details of the Series 2024 Bonds. The District hereby determines that the Series 2024 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be

redeemable at the redemption prices and in the manner as determined by the Chair of the Board of Supervisors of the District (the "Chair") or any member of the Board of Supervisors designated by the Chair (a "Designated Member"), prior to the sale of said Series 2024 Bonds, all in a manner consistent with the requirements of the Bond Resolution and within the parameters set forth in Section 5 hereof.

Section 3. Second Supplemental Indenture. The District hereby approves and authorizes the execution of the Second Supplemental Indenture by the Chair or any Designated Member and the Secretary or any Assistant Secretary of the Board of Supervisors (the "Secretary") and the delivery of the Second Supplemental Indenture in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chair or Designated Member 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 Second Supplemental Indenture attached hereto.

Section 4. Negotiated Sale. The Series 2024 Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2024 Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issues and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2024 Bonds, including the pledge of Special Assessments levied on District lands benefitted by the Series 2024 Project as described in the Assessment Methodology Report as security for the Series 2024 Bonds, it is desirable to sell the Series 2024 Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters;

(ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2024 Bonds, it is in the best interests of the District to sell the Series 2024 Bonds by a negotiated sale;

(iii) the Underwriter has participated in structuring the issuance of the Series 2024 Bonds and can assist the District in attempting to obtain the most attractive financing for the District;

(iv) the Series 2024 Bonds do not bear a credit rating and will be offered initially only to accredited investors within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder; and

(v) the District will not be adversely affected if the Series 2024 Bonds are not sold pursuant to a competitive sale.

Section 5. Bond Purchase Contract. The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached hereto as Exhibit B, and the sale of the Series 2024 Bonds by the District upon the terms and conditions set forth in the Bond Purchase Contract is hereby approved. The Chair or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond

Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member; provided, however,

(i) Any optional redemption of the Series 2024 Bonds will be determined at pricing of the Series 2024 Bonds;

(ii) The interest rate on the Series 2024 Bonds shall not exceed the maximum statutory rate (calculated under Section 215.84(3), Florida Statutes, as amended);

(iii) The aggregate principal amount of the Series 2024 Bonds shall not exceed \$7,000,000;

(iv) The Series 2024 Bonds shall have a final maturity not later than the maximum term allowed by Florida law, which is currently thirty (30) years of principal amortization; and

(v) The price at which the Series 2024 Bonds shall be sold to the Underwriter shall not be less than 98.0% of the aggregate face amount of the Series 2024 Bonds, exclusive of original issue discount.

Execution by the Chair or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes.

Section 6. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby approves the form of the Preliminary Limited Offering Memorandum submitted to this meeting and attached hereto as Exhibit C and authorizes its distribution and use in connection with the limited offering for sale of the Series 2024 Bonds. The preparation of a final Limited Offering Memorandum relating to the Series 2024 Bonds (the "Limited Offering Memorandum") is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2024 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2024 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum attached hereto as Exhibit C, with such changes as shall be approved by the Chair or Designated Member as necessary to conform the details of the Series 2024 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair or Designated Member shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2024 Bonds. The Chair is further authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed, and in furtherance thereof to execute the Rule 15c2-12 Certificate evidencing the same substantially in the forms attached hereto as Exhibit D.

Section 7. Continuing Disclosure. The District hereby authorizes and approves the execution and delivery of the Continuing Disclosure Agreement by and among the District, the Dissemination Agent and any landowner constituting an "Obligated Person" under the Continuing Disclosure Agreement, by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as Exhibit E, with such changes therein as shall be approved by the Chair or Designated Member 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 Continuing Disclosure Agreement attached hereto. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated by the U.S. Securities and Exchange Commission.

Section 8. Application of Proceeds of the Series 2024 Bonds. The proceeds of the Series 2024 Bonds shall be applied in the manner required in the Second Supplemental Indenture.

Section 9. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Secretary and each member of the Board of Supervisors of the District 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 Series 2024 Bonds, any documents required in connection with implementation of a book-entry system of registration, and investment agreements relating to the investment of the proceeds of the Series 2024 Bonds and any agreements in connection with maintaining the exclusion of interest on the Series 2024 Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution, including changing the series designation or the dated date of any and all documents on behalf of the District which are necessary and desirable in connection with the issuance of the Series 2024 Bonds. In the event that the Chair 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 Assistant Secretary 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. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date. 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, and the issuance of the Series 2024 Bonds, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. 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 11. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 12. Public Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, pursuant to all applicable laws and orders, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Kelly Park Community Development District, this 25th day of November, 2024.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary,
Board of Supervisors

Chair, Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE ASSESSMENT AREA TWO PROJECT

The Assessment Area Two Project includes, but is not limited to the following public infrastructure described in the Second Supplemental Engineer's Report for the Kelly Park Community Development District, dated [September 2024], prepared by Poulos & Bennett, LLC:

[TO BE UPDATED]

EXHIBIT A

FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE

SECOND SUPPLEMENTAL TRUST INDENTURE

between

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF APOPKA, FLORIDA)**

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

Dated as of [_____] 1, 2024

Authorizing and Securing

\$ _____

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA TWO PROJECT)**

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EXHIBIT A	DESCRIPTION OF ASSESSMENT AREA TWO PROJECT
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EXHIBIT D	FORM OF INVESTOR LETTER

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Trust Indenture"), dated as of [_____] 1, 2024 between the **KELLY PARK COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, the "Issuer" or the "District"), 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 designated corporate trust office in Fort Lauderdale, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Trust Indenture being hereinafter referred to as the "Trustee");

WITNESSETH:

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") created pursuant to Ordinance No. 2924 enacted by the City Commission of the City of Apopka (the "City") effective May 18, 2022, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (the "District Lands") (as further described in Exhibit A attached to the Master Indenture (as defined herein)), currently consist of approximately 213.409 acres of land located entirely within 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 multiple phases, the acquisition and/or construction of public infrastructure improvements and community facilities as set forth in the Act for the special benefit of the District Lands (the "Project"), as described in the Second Supplemental Engineer's Report for the Kelly Park Community Development District dated [September 2024] (the "Engineer's Report"), and summarized in Exhibit A attached hereto, prepared by Poulos & Bennett, LLC; and

WHEREAS, the Issuer has previously adopted Resolution No. 2022-26 on July 6, 2022, (the "Original Authorizing Resolution") authorizing the issuance of not to exceed \$51,960,000 in aggregate principal amount of its Special Assessment Bonds (the "Bonds") to finance all or a portion of the planning, design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture; and

WHEREAS, pursuant to the Act, the Original Authorizing Resolution and Resolution No. 2023-07 duly adopted by the Board of Supervisors of the District on August 9, 2023, as amended by Resolution No. 2024-01 adopted on November 14, 2023, the Master Indenture and that certain First Supplemental Trust Indenture (the "First Supplemental Trust Indenture"), each dated as of December 1, 2023, the District issued \$8,245,000 aggregate principal amount of Special Assessment Bonds, Series 2023(Assessment Area One Project), to pay all or a portion of the costs

of the planning, financing, construction and/or acquisition of the Assessment Area One Project (as defined in the First Supplemental Trust Indenture); and

WHEREAS, [DFC Kelly Park, LLC, a Florida limited liability company (the "Phase 2A Landowner"), owns all of the lands within the District that are planned to be developed as 159 units of a residential community comprised of approximately 33.424 acres ("Phase 2A") and is serving as a land banker for Dream Finders Homes, LLC, a Florida limited liability company (the "Phase 2A Development Manager")];

WHEREAS, [Galvin Land Services, LLC, a Florida limited liability company and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Series 2024 Landowners"), are the owners of the remaining lands initially included in Assessment Area Two (as defined herein) including the lands planned to be developed as 90 units of a residential community comprised of approximately 18.752 acres ("Phase 2B")];

WHEREAS, [Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Master Developer" and, together with the Phase 2A Development Manager, the "Developers")], is serving as the master developer of a single-family residential community to be known as "Crosswinds at Kelly Park" (the "Development"), including the lands in Phase 2B;

WHEREAS, the Developers will construct or cause the Issuer to construct all of the public infrastructure necessary to serve Phase 2A and Phase 2B, respectively, comprising a total of 249 units along with certain master infrastructure of the District (collectively, the "Assessment Area Two Project"); and

WHEREAS, the Issuer has determined to undertake the development of the Assessment Area Two Project and has determined to issue a second Series of Bonds, designated as the Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"), pursuant to that certain Master Indenture and this Second Supplemental Trust Indenture (hereinafter sometimes collectively referred to as the "Series 2024 Indenture"); and

WHEREAS, in the manner provided herein, the net proceeds of the Series 2024 Bonds will be used for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement, and (iii) paying the costs of issuance of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds will be secured by a pledge of Series 2024 Pledged Revenues (as herein defined) to the extent provided herein.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that to provide for the issuance of the Series 2024 Bonds, the security and payment of the principal or Redemption Price (as defined herein) 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 2024 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2024 Bonds

by the Beneficial Owners (as hereinafter defined) 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 2024 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 2024 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, to the extent the same may be lawfully granted, 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 Series 2024 Indenture with respect to the Series 2024 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Beneficial Owners of the Series 2024 Bonds issued and to be issued under this Second Supplemental Trust Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Trust Indenture) of any one Series 2024 Bond over any other Series 2024 Bond, all as provided in the Series 2024 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 2024 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 2024 Bonds and the Series 2024 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 Series 2024 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 Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Second Supplemental Trust 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 Agreements]" shall mean those certain Agreements by and between the District and the Developers, respectively, regarding the acquisition of certain work product, improvements and real property dated [_____] __, 2024.

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated [_____] __, 2024, relating to certain restrictions on arbitrage under the Code with respect to the Series 2024 Bonds.

"Assessment Area Two" shall mean the first 249 platted lots on the District Lands comprising the Assessment Area Two Project.

"Assessment Area Two Project" shall have the meaning as described in the recitals hereto.

"Assessment Resolutions" shall mean Resolution Nos. 20__-__, 20__-__ and 20__-__ of the Issuer adopted on _____ __, 20__, _____ __, 20__ and _____ __, 20__, respectively, as amended and supplemented from time to time.

"Authorized Denomination" shall mean, with respect to the Series 2024 Bonds, on the date of issuance in the denominations of \$5,000 and any integral multiple thereof; provided, however, if any initial Beneficial Owner (as defined in the Master Indenture) does not purchase at least \$100,000 of the Series 2024 Bonds at the time of initial delivery of the Series 2024 Bonds, such Beneficial Owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2024 Bonds the investor letter 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.

"City" shall have the meaning as described in the recitals hereto.

"[Collateral Assignments]" shall mean the agreements wherein certain rights and material documents necessary to complete the development planned by each of the Series 2024 Landowners and Developers, respectively, on the District Lands are collaterally assigned to the District as security for each of the Series 2024 Landowners' obligation to pay the Series 2024 Special Assessments imposed against such lands which are within Assessment Area Two of the District and subject to the Series 2024 Special Assessments and owned by each of the Series 2024 Landowners, respectively, from time to time.

"[Completion Agreements]" shall mean the Agreements between the District and the Developers, respectively, regarding the completion of certain improvements dated [_____] __, 2024.

"Consulting Engineer" shall mean Poulos & Bennett, LLC, or any duly licensed successor engineer or engineering firm appointed by the District's Board of Supervisors.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2024 Bonds, dated [_____] __, 2024, by and among the Issuer, the dissemination agent named therein, and the Series 2024 Landowners, in connection with the issuance of the Series 2024 Bonds.

"[Declarations of Consent]" shall mean those certain instruments executed by the Series 2024 Landowners, respectively, declaring consent to the jurisdiction of the District and the imposition of the Series 2024 Special Assessments.

"[Developers]" shall have the meaning as described in the recitals hereto.

"Development" shall have the meaning as described in the recitals hereto.

"District Lands" shall have the meaning as described in the recitals hereto.

"District Manager" shall mean Wrathell Hunt & Associates, LLC, and its successors or assigns.

"Electronic Means" shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

"Engineer's Report" shall have the meaning as described in the recitals hereto.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing [____ 1, 20__].

"Majority Holder" means the Beneficial Owner(s) of more than fifty percent (50%) in aggregate principal amount of the Outstanding Series 2024 Bonds.

"[Master Developer]" shall have the meaning as described in the recitals hereto.

"Master Indenture" shall mean the Master Trust Indenture, dated as of December 1, 2023, 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 2024 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2024 Bonds as specifically defined in this Second Supplemental Trust Indenture).

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

"Phase 2A" shall have the meaning as described in the recitals hereto.

"[Phase 2A Development Manager]" shall have the meaning as described in the recitals hereto.

"[Phase 2A Landowner]" shall have the meaning as described in the recitals hereto.

"Phase 2B" shall have the meaning as described in the recitals hereto.

"[Phase 2B Landowner]" shall have the meaning as described in the recitals hereto.

"Prepayment" shall mean the payment by any owner of property of the amount of Series 2024 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 2024 Special Assessments. "Prepayments" shall include, without limitation, Series 2024 Prepayment Principal.

"Project" shall have the meaning as described in the recitals hereto.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

"Redemption Price" shall mean the principal amount of any Series 2024 Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this Second Supplemental Trust 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 fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of the Series 2024 Bonds are to be paid.

["Reserve Release Conditions #1" shall mean collectively (i) all lots subject to the Series 2024 Special Assessments have been developed, platted and conveyed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Series 2024 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.]

["Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all of the outstanding principal portion of the Series 2024 Special Assessments has been assigned to homes that have received a certificate of occupancy, and (iii) there shall be no Events of Default under the Series 2024 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.]

"Resolution" shall mean, collectively, (i) Resolution No. 2022-26 of the Issuer adopted on July 6, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$51,960,000 aggregate principal amount of its Bonds to finance the construction or acquisition of the Project, and (ii) Resolution No. 2025-__ of the Issuer adopted on [November 25, 2024], pursuant to which the Issuer authorized, among other things, the issuance of the Series 2024 Bonds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, specifying the details of the Series 2024 Bonds and awarding the Series 2024 Bonds to the purchasers of the Series 2024 Bonds.

"Series 2024 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 Trust Indenture in connection with components of the Assessment Area Two Project.

"Series 2024 Bond Redemption Account" shall mean the Account so designated, established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2024 Bonds" shall have the meaning as described in the recitals hereto.

"Series 2024 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 Trust Indenture.

"Series 2024 General Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2024 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2024 Indenture" shall have the meaning as described in the recitals hereto.

"Series 2024 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 Trust Indenture.

"[Series 2024 Landowners]" shall have the meaning as described in the recitals hereto.

"Series 2024 Optional Redemption Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2024 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2024 Pledged Revenues" shall mean with respect to the Series 2024 Bonds (a) all revenues received by the Issuer from Series 2024 Special Assessments levied and collected on the assessable lands within Assessment Area Two, benefitted by the Assessment Area Two Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2024 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Series 2024 Indenture created and established with respect to or for the benefit of the Series 2024 Bonds; provided, however, that Series 2024 Pledged Revenues shall not include (A) any moneys transferred to the Series 2024 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2024 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 Series 2024 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Series 2024 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2024 Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Trust Indenture or Series 2024 Special Assessments collected as a result of an acceleration of the Series 2024 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2024 Special Assessments are being collected through a direct billing method.

"Series 2024 Prepayment Subaccount" shall mean the subaccount so designated, established as a separate subaccount under the Series 2024 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Trust Indenture.

"Series 2024 Rebate Account" shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this Second Supplemental Trust Indenture.

"Series 2024 Reserve Account" shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Trust Indenture.

"[Series 2024 Reserve Requirement]" or "Reserve Requirement" shall be (i) initially, an amount equal to the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, fifty percent (50%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, any resulting excess amount in the Series 2024 Reserve Account shall be released from the Series 2024 Reserve Account and transferred to the Series 2024 Acquisition and Construction Account in accordance with the provisions of Sections 4.01(a) and 4.01(f) hereof. For the purpose of calculating the Series 2024 Reserve Requirement, maximum annual debt service, fifty percent (50%) of the maximum annual debt service, or ten percent (10%) of the maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in Sections 3.01(b)(i) and 3.01(b)(iii) hereof (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2024 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2024 General Redemption Subaccount or the Series 2024 Prepayment Subaccount as applicable, in accordance with the provisions of Sections 3.01(b)(i), 3.01(b)(iii), 4.01(f), 4.01(i) and 4.05(a) hereof. Amounts on deposit in the Series 2024 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024 Bonds be used to pay principal of and interest on the Series 2024 Bonds at that time. Initially, the Series 2024 Reserve Requirement shall be equal to \$_____.

"Series 2024 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 Trust Indenture.

"Series 2024 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 Trust Indenture.

"Series 2024 Special Assessments" shall mean the Special Assessments levied on the assessable lands within Assessment Area Two of the District as a result of the Issuer's acquisition and/or construction of the Assessment Area Two Project, corresponding in amount to the debt service on the Series 2024 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 2024 Special Assessments have been assigned to residential units within the District have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2024 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed.

"True-Up Agreements" shall mean each of the Agreements dated [_____] __, 2024, by and between the Issuer and each of the Series 2024 Landowners, respectively, relating to the true-up of Series 2024 Special Assessments.

"Underwriter" shall mean FMSbonds, Inc., the underwriter of the Series 2024 Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Series 2024 Bonds), refer to the entire Series 2024 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 Chair or Vice Chair 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 2024 BONDS

SECTION 2.01. Amounts and Terms of the Series 2024 Bonds; Issue of Series 2024 Bonds No Series 2024 Bonds may be issued under this Second Supplemental Trust 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 2024 Bonds that may be issued under this Second Supplemental Trust Indenture is expressly limited to \$_____. The Series 2024 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2024 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 Series 2024 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 2024 Bonds upon execution of this Second Supplemental Trust 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 2024 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2024 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2024 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2024 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 2024 Bonds.

(a) The Series 2024 Bonds are being issued hereunder in order to provide funds for the purposes of (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement, and (iii) paying the costs of issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be designated "Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project)" and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Series 2024 Bonds shall be dated as of the date of initial delivery. Interest on the Series 2024 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2024 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 May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [___ 1, 20__], 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 Trust Indenture in connection with a book entry only system of registration of the Series 2024 Bonds, the principal or Redemption Price of the Series 2024 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 2024 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2024 Bonds, the payment of interest on the Series 2024 Bonds shall be made on each Interest Payment Date to the Registered Owners of the Series 2024 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Registered 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 2024 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 Registered Owner in whose name the Series 2024 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 sent by Electronic Means or mailed, first-class, postage-prepaid, to each Registered 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 Registered Owner of Series 2024 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered Owner to the bank account number on file with the Paying Agent, upon requesting the same in 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 writing delivered by the Registered 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 2024 Bonds.

(a) The Series 2024 Bonds will mature on November 1 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.

Year	Amount	Interest Rate
	\$	%

(b) Interest on the Series 2024 Bonds will be computed in all cases on the basis of a 360 day year of twelve thirty (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 2024 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2024 Bond Proceeds. From the net proceeds of the Series 2024 Bonds received by the Trustee in the amount of \$_____ (par amount of \$_____, [less/plus [net] original issue discount/premium] of \$_____ and less an underwriter's discount of \$_____ which is retained by the underwriter of the Series 2024 Bonds):

(a) \$_____, which is an amount equal to the Series 2024 Reserve Requirement, shall be deposited in the Series 2024 Reserve Account of the Reserve Fund;

(b) \$_____, shall be deposited into the Series 2024 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2024 Bonds; and

(c) \$_____, representing the balance of the net proceeds of the Series 2024 Bonds shall be deposited to the Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied to the payment of Costs of the Assessment Area Two Project, subject to and in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the respective Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2024 Bonds. The Series 2024 Bonds shall be issued as one fully registered bond for each maturity of Series 2024 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 2024 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. The Series 2024 Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2024 Bonds ("Beneficial Owners").

Principal and interest on the Series 2024 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 Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct 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 2024 Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Series 2024 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct 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 2024 Bonds in the form of fully registered Series 2024 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 2024 Bonds may be exchanged for an equal aggregate principal amount of Series 2024 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 2024 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 2024 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 2024 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024 Bonds, all the Series 2024 Bonds shall be executed by the 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) A copy of the executed Master Indenture and an executed copy of this Second Supplemental Trust Indenture;
- (c) Customary closing opinions of District Counsel and Bond Counsel;
- (d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2024 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Trust Indenture;

(e) Copies of executed investor letters in the form attached hereto as Exhibit D if such investor letter is required, as determined by the Underwriter; and

(f) Executed copies of the Arbitrage Certificate, the [True-Up Agreements], the [Acquisition Agreements], [Declarations of Consent], the [Completion Agreements], the Continuing Disclosure Agreement and the [Collateral Assignments].

Payment to the Trustee of the net proceeds of the Series 2024 Bonds shall be conclusive evidence that the foregoing conditions have been fulfilled to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2024 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2024 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 2024 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2024 Bonds of a maturity are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2024 Bonds or portions of the Series 2024 Bonds to be redeemed by lot. Partial redemptions of Series 2024 Bonds shall, to the extent possible, be made in such a manner that the remaining Series 2024 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2024 Bond.

The Series 2024 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 2024 Bonds shall be made on the dates specified below. Upon any redemption of Series 2024 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, 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 2024 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 2024 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 2024 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.

(a) Optional Redemption. The Series 2024 Bonds maturing after November 1, 20__ may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2024 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2024 Optional Redemption Subaccount of the Series 2024 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2024 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 2024 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2024 Prepayment Principal deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account following the payment in whole or in part of Series 2024 Special Assessments on any assessable property within Assessment Area Two in accordance with the provisions of Section 4.05(a) of this Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount as a result of such Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of this Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts regarding Assessment Area Two held by the Trustee hereunder (other than the Series 2024 Rebate Fund and the Series 2024 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2024 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024 Acquisition and Construction Account in accordance with the provisions of Section 4.01(a) hereof, not otherwise reserved to complete the Assessment Area Two Project and transferred to the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of Section 4.01(a) hereof, as a result of the reduction of the Series 2024 Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(c) Mandatory Sinking Fund Redemption. The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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.

Year	Mandatory Sinking Fund Redemption Amount
	\$

*

* Maturity.

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on

November 1 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>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$

*

* Maturity.

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>	<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
	\$		\$

*

* Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2024 Bonds under any provision of this Second Supplemental Trust Indenture or directed to redeem Series 2024 Bonds by the Issuer, the Trustee shall give or cause to be given to Beneficial Owners of the Series 2024 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 SERIES 2024 SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish one separate account within the Acquisition and Construction Fund designated as the "Series 2024 Acquisition and Construction Account." Net proceeds of the Series 2024 Bonds shall initially be deposited into the Series 2024 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, together with any moneys subsequently transferred or deposited thereto, including moneys transferred from the Series 2024 Reserve Account after satisfaction of either the Reserve Release Conditions #1 or Reserve Release Conditions #2 as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in this Section 4.01(a), Section 5.01 of the Master Indenture, the Acquisition Agreements and the Engineer's Report. Funds on deposit in the Series 2024 Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of the Assessment Area Two Project, subject to Section 4.01(f) herein. Upon satisfaction of the Reserve Release Conditions #1 and Reserve Release Conditions #2, the amount on deposit in the Series 2024 Reserve Account in excess of the Series 2024 Reserve Requirement, as applicable, and as calculated by the District, which District shall be responsible for certifying to the Trustee in writing that such Reserve Release Conditions #1 or Reserve Release Conditions #2 were satisfied, shall then be transferred to the Series 2024 Acquisition and Construction Account pursuant to Section 4.01(f) herein, as directed in writing to the Trustee by the District Manager, upon the District Manager consulting with the Consulting Engineer, and applied as provided in this Section 4.01(a). The Trustee shall have no duty to review if either Reserve Release Conditions #1 or Reserve Release Conditions #2 has been satisfied.

Following the Completion Date of the Assessment Area Two Project (inclusive of Phase 2A and Phase 2B), all moneys remaining in the Series 2024 Acquisition and Construction Account that have not been requisitioned within thirty (30) days after satisfaction of the Reserve Release Conditions #1 and #2, shall be transferred to the Series 2024 General Redemption Subaccount, as directed in writing by the District Manager on behalf of the Issuer to the Trustee, to be applied as provided in Section 3.01(b)(iii) hereof.

Notwithstanding the foregoing, the Series 2024 Acquisition and Construction Account shall not be closed until the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2024 Reserve Account shall have been transferred to the Series 2024 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, and applied in accordance with this Section 4.01(a) or as otherwise provided in Section 4.01(f) hereinbelow. The Trustee shall not be responsible for determining the amount in the Series 2024 Acquisition and Construction Account allocable to the Assessment Area Two Project or any transfers made to such Account in accordance with direction from the District Manager.

The Trustee shall make no such transfers from the Series 2024 Acquisition and Construction Account to the Series 2024 General Redemption Subaccount if an Event of Default

exists, with respect to the Series 2024 Bonds of which the Trustee has notice as described in Section 11.06 of the Master Indenture. Except as provided in Section 3.01(b)(iii) hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, shall the Trustee withdraw moneys from the Series 2024 Acquisition and Construction Account.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2024 Costs of Issuance Account." Net proceeds of the Series 2024 Bonds shall be deposited into the Series 2024 Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Trust 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 2024 Costs of Issuance Account to pay the costs of issuing the Series 2024 Bonds. Six months after the issuance of the Series 2024 Bonds, any moneys remaining in the Series 2024 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2024 Interest Account and the Series 2024 Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Series 2024 Bonds shall be paid from excess Series 2024 Pledged Revenues on deposit in the Series 2024 Revenue Account, as provided in Section 4.02 FIFTH. After no funds remain therein the Series 2024 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 2024 Revenue Account." Series 2024 Special Assessments (except for Prepayments of Series 2024 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2024 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2024 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 Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, payments of Series 2024 Special Assessments otherwise received by the Trustee are to be deposited into the Series 2024 Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2024 Interest Account." Moneys deposited into the Series 2024 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Series 2024 Bonds.

(e) 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 2024 Sinking Fund Account." Moneys shall be deposited into the Series 2024 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Trust 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 2024 Reserve Account." Net proceeds of the Series 2024 Bonds shall be deposited into the Series 2024 Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Series 2024 Reserve Account shall be applied for the purposes provided in the Master Indenture, in this Section 4.01(f) and Section 4.05 of this Second Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Securities on deposit in the Series 2024 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2024 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (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 2024 Reserve Account and transfer any excess therein above the Series 2024 Reserve Requirement resulting from investment earnings to the Series 2024 Revenue Account in accordance with Section 4.02 hereof.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer receives notice from the District Manager that any landowner wishes to prepay its Series 2024 Special Assessments relating to the benefited property of such 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 Series 2024 Prepayment Principal due by the amount of money in the Series 2024 Reserve Account that will exceed the Series 2024 Reserve Requirement for the Series 2024 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2024 Prepayment Subaccount of the Series 2024 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 such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2024 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 any of the foregoing, amounts on deposit in the Series 2024 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holder of the Series 2024 Bonds to the Series 2024 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2024 Special Assessments and applied to redeem a portion of the Series 2024 Bonds is less than the principal amount of Series 2024 Bonds indebtedness attributable to such lands.

Notwithstanding the foregoing, upon satisfaction of the Reserve Release Conditions #1 and #2, the Trustee shall deposit such excess as directed by the District Manager in writing on deposit in the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account pursuant to Sections 2.06(c) and (d) herein. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Master Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Two Project that were not

paid from moneys initially deposited in the Series 2024 Acquisition and Construction Account. In the event that there are no unreimbursed costs to pay to the Master Developer, such excess moneys transferred from the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account shall be deposited into the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account upon direction to the Trustee by the District. If no completed requisition as provided in this section is submitted to the Trustee within thirty (30) days of moneys having been transferred from the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account as a result of the satisfaction of the Reserve Release Conditions #1 and #2, such excess moneys in the Series 2024 Acquisition and Construction Account shall then be transferred by the Trustee to the Series 2024 General Redemption Subaccount and applied to the redemption of Series 2024 Bonds as provided in Section 4.01(a) hereinabove.

If the amount on deposit in the Series 2024 General Redemption Subaccount is not sufficient to redeem a principal amount of the Series 2024 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2024 Revenue Account to round up the amount in the Series 2024 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2024 Revenue Account shall be made to pay interest on and/or principal of the Series 2024 Bonds for the redemption pursuant to Section 3.01(b)(iii) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(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 2024 Bond Redemption Account" and within such Account, a "Series 2024 General Redemption Subaccount," a "Series 2024 Optional Redemption Subaccount," and a "Series 2024 Prepayment Subaccount." Except as otherwise provided in this Second Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Series 2024 Bonds, moneys to be deposited into the Series 2024 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2024 General Redemption Subaccount.

(h) Moneys that are deposited into the Series 2024 General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption (i) in whole, pursuant to Section 3.01(b)(ii) hereof, the Outstanding amount of Series 2024 Bonds or (ii) in whole or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2024 Prepayment Subaccount (including all earnings on investments held in such Series 2024 Prepayment Subaccount) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2024 Bonds equal to the amount of money transferred to the Series 2024 Prepayment Subaccount of the Series 2024 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. In addition, and together with the moneys transferred from the Series 2024 Reserve Account pursuant to paragraph (f) above, if the amount on deposit in the Series 2024 Prepayment Subaccount is not sufficient to redeem a principal amount of the Series 2024 Bonds in an Authorized Denomination, the Trustee upon written direction from the Issuer, shall be authorized to withdraw amounts from the Series 2024 Revenue Account to deposit to the Series 2024 Prepayment Subaccount to round-up the amount

to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2024 Revenue Account shall be directed by the Issuer to pay interest on and/or principal of the Series 2024 Bonds for the redemption pursuant to Section 3.01(b)(i) hereof if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full.

(j) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the "Series 2024 Rebate Account." Moneys shall be deposited into the Series 2024 Rebate Account, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2024 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2024 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2024 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2024 Revenue Account to the Funds, Accounts and subaccounts 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 Interest Payment Date, commencing [____ 1, 20__], to the Series 2024 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2024 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2024 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each November 1, commencing [_____ 1, __], to the Series 2024 Sinking Fund Account, an amount equal to the principal amount of Series 2024 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2024 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2024 Bonds remain Outstanding, to the Series 2024 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 2024 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Series 2024 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2024 Interest Account, the amount necessary to pay interest on the Series 2024 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2024 Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2024 Bonds and next, any balance in the Series 2024 Revenue Account shall remain on deposit in such Series 2024 Revenue Account, unless needed to be transferred to the Series 2024 Prepayment Subaccount for the purposes of rounding the principal amount of a Series 2024 Bond subject to extraordinary mandatory redemption pursuant to Sections 4.01(f) or 4.01(i) hereof to an Authorized Denomination, or unless pursuant to the Arbitrage

Certificate, it is necessary to make a deposit into the Series 2024 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2024 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2024 Bonds, to execute and deliver the Series 2024 Indenture and to pledge the Series 2024 Pledged Revenues for the benefit of the Series 2024 Bonds to the extent set forth herein. The Series 2024 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 2024 Bonds, except as otherwise permitted under the Master Indenture and in Section 5.04 hereof. The Series 2024 Bonds and the provisions of the Series 2024 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, and without waiving any sovereign immunity or limitation of liability afforded by Section 768.28 Florida Statutes, or other law, defend, preserve and protect the pledge created by the Series 2024 Indenture and all the rights of the Holders of the Series 2024 Bonds under the Series 2024 Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Assessment Area Two Project to Conform to Engineer's Report. Simultaneously with the issuance of the Series 2024 Bonds, the Issuer will promptly proceed to construct and/or acquire the Assessment Area Two Project, as described in Exhibit A hereto and in the Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreements.

SECTION 4.05. Prepayments; Removal of Series 2024 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2024 Special Assessments may, at its option, or as a result of acceleration of the Series 2024 Special Assessments because of non-payment thereof, shall, or by operation of law shall, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2024 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2024 Special Assessment, which shall constitute Series 2024 Prepayment Principal, plus, except as provided below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least forty-five (45) days after such Prepayment, if such Prepayment is made within forty-five (45) calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2024 Special Assessments owned by such owner. To the extent that such Prepayments are to be used to redeem Series 2024 Bonds pursuant to Section 3.01(b)(i) hereof, in the event the amount on deposit in the Series 2024 Reserve Account will exceed the Series 2024 Reserve Requirement for the Series 2024 Bonds as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Trust Indenture of Series 2024 Bonds, the excess amount shall be transferred from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount, as a credit against the Series 2024 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of a Responsible Officer of the Issuer, upon which the Trustee may conclusively rely, stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2024 Reserve Account to equal or exceed the Series 2024 Reserve Requirement.

(b) Upon receipt of Series 2024 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 improvement lien book of the District that the Series 2024 Special Assessment has been paid in whole or in part and that such Series 2024 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 Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2024 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2024 Special Assessments. The Series 2024 Special Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes (the "Uniform Method") unless, the District determines that it is in its best interests to collect directly. The Series 2024 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in the best interests to do so. Prior to any Event of Default, the election to collect and enforce Series 2024 Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2024 Special Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2024 Special Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2024 Special Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless the Trustee, acting at the direction of the Majority Holder of the Series 2024 Bonds Outstanding, provides written consent/direction to a different method of collection. All Series 2024 Special Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2024 Special Assessments shall not be deemed to be delinquent unless and until they are not paid by the applicable Interest Payment Date with respect to which they have been billed. The applicable assessment methodology report shall not be materially amended without the written consent of the Majority Holder, which consent shall be deemed given if no response is received within sixty (60) days of a written request therefor.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer and the Series 2024 Landowners have executed and delivered a Continuing Disclosure Agreement in order to assist the Underwriter in complying 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 the 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 Funds, Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The District covenants not to issue any other Bonds or other debt obligations secured by the Series 2024 Special Assessments. In addition, the Issuer covenants not to issue any other Bonds or debt obligations, secured by Special Assessments on the assessable lands within the District that are subject to the Series 2024 Special Assessments, until such time as the Series 2024 Special Assessments are Substantially Absorbed or the Majority Holder has consented in writing. The District shall present the Trustee with a

certification that the Series 2024 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Series 2024 Special Assessments have not been Substantially Absorbed.

Such covenant shall not prohibit the Issuer from issuing refunding Bonds or any Bonds or other obligations secured by Special Assessments levied on District Lands not subject to the Series 2024 Special Assessments, or to finance any other capital project that is necessary for health, safety, or welfare reasons or to remediate a natural disaster.

SECTION 5.05. Acknowledgement Regarding the Moneys in the Series 2024 Acquisition and Construction Account Following an Event of Default. In accordance with the provisions of the Series 2024 Indenture, the Series 2024 Bonds are payable solely from the Series 2024 Pledged Revenues and any other moneys held by the Trustee under the Series 2024 Indenture for such purpose. Anything in the Series 2024 Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that the Series 2024 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, and that upon the occurrence of an Event of Default with respect to the Series 2024 Bonds, (i) the Series 2024 Pledged Revenues may not be used by the Issuer (whether to pay costs of the Assessment Area Two Project or otherwise) without the consent of the Majority Holder and (ii) the Series 2024 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holder, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2024 Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Series 2024 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

[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 Series 2024 Indenture. The Trustee agrees to act as Paying Agent, Registrar and Authenticating Agent for the Series 2024 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2024 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.

[END OF ARTICLE VI]

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

SECTION 7.01. Interpretation of Second Supplemental Trust Indenture. This Second Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Series 2024 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Trust Indenture shall be read and construed as one document.

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

SECTION 7.03. Counterparts. This Second Supplemental Trust 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 Trust Indenture are hereby incorporated herein and made a part of this Second Supplemental Trust 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 2024 Bonds or the date fixed for the redemption of any Series 2024 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 2024 Bonds, and no other person is intended to be a third-party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Kelly Park Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chair 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 first above written.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____
Name: _____
Title: _____, Board of Supervisors

By: _____
Name: Craig Wrathell
Title: Secretary, Board of Supervisors

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

By: _____
Name: Amanda Kumar
Title: Vice President

EXHIBIT A
DESCRIPTION OF ASSESSMENT AREA TWO PROJECT

The Assessment Area Two Project (referred to below as the "_____ Project," comprised of ["Phase 2A" and "Phase 2B"]) includes, but is not limited to, components of the following improvements described under each of the following tables below:

[TO BE UPDATED]

Source: Second Supplemental Engineer's Report for the Kelly Park Community Development District, dated [September 2024], prepared by Poulos & Bennett, LLC.

EXHIBIT B

[FORM OF SERIES 2024 BOND]

R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
ORANGE COUNTY, FLORIDA
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2024
(ASSESSMENT AREA TWO PROJECT)**

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> November 1, 20__	<u>Date of Original Issuance</u> [_____] __, 2024	<u>CUSIP</u> 488141 __
---------------------------------	--	--	---------------------------

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Kelly Park Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the maturity date set forth above, from the sources hereinafter mentioned, 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). Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, 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"), made payable to the Registered Owner and mailed on each Interest Payment Date commencing [____ 1, 20__], 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 fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Series 2024 Bonds are registered in book-entry only form. 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 May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [____ 1, 20__], 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 the Paying Agent, 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 Series 2024 Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Series 2024 Indenture.

THE SERIES 2024 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2024 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE SERIES 2024 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF APOPKA, FLORIDA (THE "CITY"), ORANGE 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 SERIES 2024 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE SERIES 2024 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2024 SPECIAL ASSESSMENTS (AS DEFINED IN THE SECOND SUPPLEMENTAL TRUST INDENTURE (AS DEFINED BELOW)) TO SECURE AND PAY THE SERIES 2024 BONDS. THE SERIES 2024 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 is one of an authorized issue of Series 2024 Bonds of the Kelly Park 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"), Ordinance No. 2924 enacted by the City Commission of the City of Apopka (the "City") effective May 18, 2022, designated as "Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project)" (the "Series 2024 Bonds"), in the aggregate principal amount of _____ and 00/100 Dollars (\$_____) of like date, tenor and effect, except as to number. The Series 2024 Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Assessment Area Two Project (as defined in the herein referred to Series 2024 Indenture). The Series 2024 Bonds shall be issued as fully registered Series 2024 Bonds in Authorized Denominations, as set forth in the Series 2024 Indenture. The Series 2024 Bonds are issued under and secured by a Master Trust Indenture dated as of December 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2024 (the "Second Supplemental Trust Indenture" and together with the Master Indenture, the "Series 2024 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 Series 2024 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2024 Bonds issued under the Series 2024 Indenture, the operation and application of the Series 2024 Reserve Account within the Debt Service Reserve Fund and other Funds, Accounts and subaccounts (each as defined in the Series 2024 Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2024 Bonds, the levy and the evidencing and certifying for collection, of the Series

2024 Special Assessments, the nature and extent of the security for the Series 2024 Bonds, the terms and conditions on which the Series 2024 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Series 2024 Indenture, the conditions under which such Series 2024 Indenture may be amended without the consent of the Registered Owners of the Series 2024 Bonds, the conditions under which such Series 2024 Indenture may be amended with the consent of the Registered Owners of a majority in aggregate principal amount of the Series 2024 Bonds outstanding, and as to other rights and remedies of the Registered Owners of the Series 2024 Bonds.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, 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 City, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Series 2024 Indenture, except for Series 2024 Special Assessments to be assessed and levied by the Issuer as set forth in the Series 2024 Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Series 2024 Indenture.

This Bond is payable from and secured by Series 2024 Pledged Revenues, as such term is defined in the Series 2024 Indenture, all in the manner provided in the Series 2024 Indenture. The Series 2024 Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2024 Special Assessments to secure and pay the Series 2024 Bonds.

The Series 2024 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 2024 Bonds shall be made on the dates specified below. Upon any redemption of Series 2024 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, 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 2024 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 2024 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 2024 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 amount is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption payment 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 2024 Bonds maturing after November 1, 20__ may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after November

1, 20__ (less than all Series 2024 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2024 Optional Redemption Subaccount of the Series 2024 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

Extraordinary Mandatory Redemption in Whole or in Part

The Series 2024 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 2024 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2024 Prepayment Principal deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account following the payment in whole or in part of Series 2024 Special Assessments on any assessable property within Assessment Area Two in accordance with the provisions of Section 4.05(a) of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount as a result of such Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts regarding Assessment Area Two held by the Trustee under the Second Supplemental Trust Indenture (other than the Series 2024 Rebate Fund and the Series 2024 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2024 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024 Acquisition and Construction Account in accordance with the provisions of the Second Supplemental Trust Indenture, not otherwise reserved to complete the Assessment Area Two Project and transferred to the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the Second Supplemental Trust Indenture, as a result of the reduction of the Series 2024 Reserve Requirement. If such redemption shall be in part, the Issuer shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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.

Year	Mandatory Sinking Fund Redemption Amount	Year	Mandatory Sinking Fund Redemption Amount
	\$		\$

*

* Maturity.

Except as otherwise provided in the Series 2024 Indenture, if less than all of the Series 2024 Bonds subject to redemption shall be called for redemption, the particular such Series 2024 Bonds or portions of such Series 2024 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Series 2024 Indenture.

Notice of each redemption of the Series 2024 Bonds is required to be sent by Electronic Means or mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2024 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. The Issuer may provide that the any optional redemption of Series 2024 Bonds issued under the Series 2024 Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Series 2024 Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Series 2024 Indenture and the Registered Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Series 2024 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Series 2024 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Series 2024 Indenture, or to institute, appear in or

defend any suit or other proceeding with respect thereto, except as provided in the Series 2024 Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Series 2024 Indenture, the principal of all the Series 2024 Bonds then Outstanding under the Series 2024 Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

Modifications or alterations of the Series 2024 Indenture or of any Series 2024 Indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Series 2024 Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity 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 Government Obligations (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any Series 2024 Bond becoming due at maturity or by call for redemption in the manner set forth in the Series 2024 Indenture, together with the interest accrued to the due date, or date of redemption, as applicable, the lien of such Series 2024 Bonds as to the trust estate with respect to the Series 2024 Bonds shall be discharged, except for the rights of the Registered Owners thereof with respect to the funds so deposited as provided in the Series 2024 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.

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Series 2024 Bonds at the designated corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Series 2024 Indenture, and except when the Series 2024 Bonds are registered in book-entry-only form, the Series 2024 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 Series 2024 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or

Series 2024 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Series 2024 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 Series 2024 Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Series 2024 Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Series 2024 Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Series 2024 Bond so selected for redemption in whole or in part.

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, and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal of, premium, if any, 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 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 applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2024 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2024 Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Series 2024 Indenture, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Kelly Park Community Development District has caused this Bond to be signed by the manual signature of the Chair of its Board of Supervisors and a manual of its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024 Bonds delivered pursuant to the within mentioned Series 2024 Indenture.

Date of Authentication: _____

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

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Orange County, Florida, rendered on the 2nd day of November, 2022.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
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

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA TWO PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Kelly Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of December 1, 2023, as supplemented by that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2024, (collectively, the "Series 2024 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2024 Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement:
- (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 2024 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 and have not previously been paid.
- 2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund; and
- 3. each disbursement set forth above was incurred in connection with the Costs of the Assessment Area Two Project.

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

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

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

**KELLY PARK 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 from the Series 2024 Acquisition and Construction Account is for a Cost of the Assessment Area Two Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area Two Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area Two Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area Two Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

FORMS OF REQUISITIONS

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(ASSESSMENT AREA TWO PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Kelly Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of December 1, 2023, as supplemented by that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2024 (collectively, the "Series 2024 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2024 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 2024 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 2024 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2024 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2024 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 or on file with the District are copies of the invoice(s) from the vendor of the services rendered, with respect to which disbursement is hereby requested.

**KELLY PARK 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: \$_____ Kelly Park Community Development District Special Assessment
Bonds, Series 2024 (Assessment Area Two 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 [maturing on _____, 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 [_____, 20__] 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

EXHIBIT B

FORM OF BOND PURCHASE CONTRACT

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF APOPKA, FLORIDA)**

\$[_____]
**Special Assessment Bonds, Series 2024
(Assessment Area Two Project)**

BOND PURCHASE CONTRACT

[_____], 2024

Board of Supervisors
Kelly Park Community Development District
City of Apopka, Florida

Board of Supervisors:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Kelly Park Community Development District (the "District"). The District is located entirely within incorporated the City of Apopka, Florida (the "City"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 4:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the District's \$[_____] Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). The Series 2024 Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto.

The purchase price for the Series 2024 Bonds shall be \$[_____] (representing the \$[_____].00 aggregate principal amount of the Series 2024 Bonds [plus/less net original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]). Payment of the purchase price and delivery of the Series 2024 Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are hereinafter referred to as the "Closing."

2. The Series 2024 Bonds. The Series 2024 Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), by Ordinance No. 2924, enacted by the City Council of the City on May 18, 2022 (the "Ordinance"). The Series 2024 Bonds are being issued pursuant to the Act and secured pursuant to the provisions of a Master Trust Indenture dated as of December 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2024 (the "Second Supplemental Indenture" and,

together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and by Resolution Nos. 2022-26 and 2024-[] adopted by the Board of Supervisors of the District (the "Board") on July 6, 2022 and November 25, 2024, respectively (collectively, the "Bond Resolution").

Prior to the time of Closing, the Series 2024 Special Assessments, comprising the Series 2024 Pledged Revenues for the Series 2024 Bonds, will have been levied by the District on those lands within the District specially benefited by the Assessment Area Two Project pursuant to the Assessment Resolutions (as such terms are defined in the Second Supplemental Indenture).

3. Limited Offering; Establishment of Issue Price. It shall be a condition to the District's obligation to sell and to deliver the Series 2024 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2024 Bonds, that the entire principal amount of the Series 2024 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in a form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Series 2024 Bonds.

(b) Except as otherwise indicated in Exhibit B, the District will treat the first price at which 10% of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price at which the Underwriter has sold to the public the Series 2024 Bonds. If at that time the 10% test has not been satisfied as to such maturity, the Underwriter agrees to promptly report to the District the price at which the Series 2024 Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel.

(c) The Underwriter confirms that it has offered the Series 2024 Bonds to accredited investors constituting the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturity of the Series 2024 Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2024 Bonds allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds allocated to it, whether or not the Closing Date has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2024 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2024 Bond to any person that is a related party to an Underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

4. Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated [_____], 2024 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the

Series 2024 Bonds, being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Series 2024 Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") in connection with the limited offering of the Series 2024 Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Series 2024 Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than three (3) days prior to the Closing Date (as defined below) and in sufficient time to allow the Underwriter to comply with all requirements of the Rule and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated [____], 2024 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Series 2024 Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). The District hereby authorizes the use of the Limited Offering Memorandum by the Underwriter.

5. Definitions. For purposes hereof, (a) this Purchase Contract, the Indenture, the Series 2024 Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), [Galvin Land Services, LLC, a Florida limited liability company, and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company, (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Landowners")], and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Preliminary Limited Offering Memorandum as APPENDIX E thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents," and (b) the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2A) by and between the District and Dream Finders Homes, LLC, a Florida limited liability company (the "Phase 2A Development Manager"), [and joined in by the Phase 2A Landowner dated as of the Closing Date] (the "Phase 2A Completion Agreement"), the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2B) by and between the District and Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Phase 2B Developer" or the "Master Developer" and together with the Phase 2A Development Manager, the "Developers"), and joined in by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Completion Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2A), in recordable form, by and between the District and the Phase 2A Landowner and the Phase 2A Development Manager dated as of the Closing Date (the "Phase 2A Collateral Assignment"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2B), in recordable form, by and between the District, the Phase 2B Developer and the Phase 2B Landowner dated as of the Closing Date (the "Phase 2B Collateral Assignment"), the 2024 Bonds Acquisition Agreement (Dreamfinders Project Area / Phase 2A) by and between the District and the Phase 2A Development Manager and joined into by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Acquisition Agreement"), the 2024 Bonds Acquisition Agreement (Galvin-Harris Project Area / Phase 2B) by and between the District and the Phase 2B Developer and joined in by the Phase 2B Landowner dated as of the Closing Date (the "Phase 2B Acquisition Agreement"), the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by and between the District and the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A True-Up Agreement"), the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by and between the District and the Phase 2B Landowner dated as of the Closing Date (the "Phase 2B True-Up Agreement"), the Declaration of Consent (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Declaration of Consent"), and the Declaration of

Consent (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by the Phase 2B Landowner dated as of the Closing Date (the "Phase 2B Declaration"), are collectively referred to herein as the "Ancillary Agreements."

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

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

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2024 Bonds for the purposes described in the Preliminary Limited Offering Memorandum; (v) ratify the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Preliminary Limited Offering Memorandum, including but not limited to entering into the Collection Agreement to provide for the collection of the Series 2024 Special Assessments using the Uniform Method of collection in accordance with the Indenture. On the Closing Date, the District will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Series 2024 Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and will, prior to the delivery of the Series 2024 Bonds, have adopted all of the Assessment Resolutions, and the same will be in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements to which it is a party, the Series 2024 Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements to which it is a party and the Series 2024 Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Series 2024 Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute legal, valid and binding obligations of the District, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto), the Financing Documents and the Ancillary Agreements to which it is a party will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions (once all of the Assessment Resolutions are adopted), and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Series 2024 Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Series 2024 Bonds, the Ancillary Agreements to which it is a party or the Financing Documents;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by (once all have been adopted), or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Series 2024 Bonds, or under the Series 2024 Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements to which it is a party have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2024 Bonds;

(f) The descriptions of the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party, the Assessment Area Two Project, to the extent referred to in the Preliminary Limited Offering Memorandum, conform in all material respects to the Series 2024 Bonds, the Financing Documents, the Ancillary Agreements to which it is a party and the Assessment Area Two Project, respectively;

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

(h) There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best

knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or the application of the proceeds of the sale thereof for the purposes described in the Preliminary Limited Offering Memorandum, or the collection of the Series 2024 Special Assessments (assuming all Assessment Resolutions have been adopted prior to the Closing Date), or the pledge of and lien on the Series 2024 Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Series 2024 Bonds, or the authorization of the Assessment Area Two Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Series 2024 Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum; (iv) contesting the federal tax status of the Series 2024 Bonds; or (v) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Series 2024 Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Series 2024 Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained or to be contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners", "CONTINUING DISCLOSURE" (as it relates to the Landowners only), and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained or to be contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE

DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners", "CONTINUING DISCLOSURE" (as it relates to the Landowners only), and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) date that is ninety (90) days from the "end of the Underwriting Period" as defined below or (ii) the time when the Limited Offering Memorandum is available to any person from the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period shall be the next business day after the Closing Date;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Preliminary Limited Offering Memorandum, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions (assuming all have been adopted prior to the Closing Date), the Series 2024 Bonds, the Financing Documents or the Ancillary Agreements to which it is a party, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

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

(o) Except as disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply in any material respect with any continuing disclosure obligations previously undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

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

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

7. Closing. At 10:00 a.m. prevailing time on [_____], 2024 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered to the Underwriter the Series 2024 Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Series 2024 Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the

order of the District. Delivery of the Series 2024 Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Series 2024 Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

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

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

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Series 2024 Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

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

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

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

(3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form acceptable to the Underwriter and its counsel;

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

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

(6) The opinion, dated as of the Closing Date and addressed to the District, the Underwriter and the Trustee (in part) of Kutak Rock LLP, counsel to the District, in the form annexed as Exhibit D hereto, or in form and substance acceptable to the Underwriter and its counsel;

(7) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, the Underwriter, Bond Counsel and Underwriter's Counsel of Bacon, Bacon & Furlong, P.A., counsel to the Phase 2B Developer and the Phase 2B Landowners, in the form annexed as Exhibit E-1 hereto;

(8) The opinion, dated as of the Closing Date and addressed to the District, the Trustee, the Underwriter, Bond Counsel and Underwriter's Counsel of John T. Dekle, PL, counsel to the Phase 2A Landowner, in the form annexed as Exhibit E-2 hereto;

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

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

(11) Certificates of the Phase 2B Landowners, the Phase 2B Developer, the Phase 2A Landowner and the Phase 2A Development Manager dated as of the Closing in the forms annexed as Exhibit F-1, Exhibit F-2, Exhibit F-3 and Exhibit F-4 hereto, respectively, or in such form and substance otherwise acceptable to the Underwriter and its counsel;

(12) A copy of the Ordinance;

(13) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as disclosed in the Limited Offering Memoranda, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Series 2024 Special Assessments, as described in the Indenture; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE LANDOWNERS AND THE DEVELOPERS," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Landowners", "CONTINUING DISCLOSURE" (as it relates to the Landowners only), and "UNDERWRITING" as to which no view need be expressed) as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omits to state a

material fact which should be included therein for the purposes for which the Limited Offering Memoranda is to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

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

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

(16) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Series 2024 Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Compliance and Remedial Action Procedures, attached thereto;

(17) Executed copies of Internal Revenue Service Form 8038-G relating to the Series 2024 Bonds;

(18) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the District, Underwriter and Underwriter's Counsel;

(19) A certificate of the District Manager and Methodology Consultant in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to the District, Underwriter and Underwriter's Counsel;

(20) Acknowledgments in recordable form by any mortgage holder on lands within Assessment Area Two, if any, as to the superior lien of the Series 2024 Special Assessments in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Series 2024 Bonds;

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

(23) A certified copy of the final judgment of the Circuit Court in and for Orange County, Florida, validating the Series 2024 Bonds and the certificate of no-appeal;

(24) A copy of the Engineer's Report, dated July 6, 2022 (the "Master Report"), as supplemented by the report entitled Second Supplemental Engineer's Report for Kelly Park Community Development District, dated November 25, 2024 (the "Supplemental Report" and, together with the Master Report, the "Engineer's Report");

(25) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted

Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Series 2024 Bonds;

(26) A copy of the Master Special Assessment Methodology Report dated July 6, 2022, as supplemented by the [Second Supplemental Special Assessment Allocation Report] dated the date hereof;

(27) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District with respect to the Series 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the Continuing Disclosure Agreement and (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and Rule 15c2-12, (iii) that it has policies and procedures in place to ensure its compliance with its obligations under the Continuing Disclosure Agreement, and (iv) covenanting to comply with the District's continuing disclosure undertakings entered into pursuant to Rule 15c2-12 at all times in the future; and

(28) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District, the Landowners and the Developers on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 2024 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2024 Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by

the District or by any similar body, or upon interest on obligations of the general character of the Series 2024 Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Series 2024 Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2024 Bonds, or the market price generally of obligations of the general character of the Series 2024 Bonds; (ii) the District, the Landowners or the Developers have, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, the Landowners or the Developers, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Series 2024 Special Assessments.

10. Expenses.

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Series 2024 Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Series 2024 Bonds. The District shall submit for recording all documents required to be provided in recordable form hereunder within three business days after the Closing Date, which obligation shall survive the Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Series 2024 Bonds, if any.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the limited offering of the Series 2024 Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District

with respect to the limited offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2024 Bonds, (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2024 Bonds, and (vi) the Underwriter has provided to the District prior disclosures under Rule G-17 of the MSRB, which have been received by the District.

12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Wrathell, Hunt & Associates, LLC, 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.

13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Series 2024 Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Series 2024 Bonds pursuant to this Purchase Contract.

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

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

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

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

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

[Remainder of page intentionally left blank.]

Very truly yours,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

Accepted and agreed to this
____ day of _____, 2024.

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Seth Bennett,
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[____], 2024

Board of Supervisors
Kelly Park Community Development District
City of Apopka, Florida

Re: \$[____] Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds")

Dear Board of Supervisors:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Series 2024 Bonds, FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated [____], 2024 (the "Bond Purchase Contract"), between the Underwriter and Kelly Park Community Development District (the "District"), furnishes the following disclosures to the District (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Bond Purchase Contract):

1. The underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Series 2024 Bonds is approximately \$[____] per \$1,000.00 or \$[____].
2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the purchase of the Series 2024 Bonds are: None.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2024 Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Series 2024 Bonds to any person not regularly employed or retained by the Underwriter in connection with the Series 2024 Bonds is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
6. The name and address of the Underwriter is:

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

The District is proposing to issue \$[_____] aggregate amount of the Series 2024 Bonds for the purpose providing funds for (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement (each as defined herein), and (iii) paying the costs of issuance of the Series 2024 Bonds.

The debt evidenced by the Series 2024 Bonds is expected to be repaid over a period of approximately [_____] (__) years, [_____] (__) months, and [_____] (__) days. [There shall be no more than thirty (30) principal installments.] At a net interest cost of approximately [_____] % for the Bonds, total interest paid over the life of the Series 2024 Bonds will be \$[_____].

The source of repayment for the Series 2024 Bonds are the Series 2024 Special Assessments (as defined in the Second Supplemental Indenture), imposed and collected by the District. Based solely upon the assumptions set forth in the paragraphs above, the issuance of the Series 2024 Bonds will result in approximately \$[_____] (representing the average annual debt service payments due on the Series 2024 Bonds) of the Series 2024 Special Assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Series 2024 Bonds were not issued, the District would not be entitled to impose and collect the Series 2024 Special Assessments in the amount of the principal of and interest to be paid on the Series 2024 Bonds.

[Remainder of page intentionally left blank.]

Signature Page to Disclosure and Truth-in-Bonding Statement

Sincerely,

FMSBONDS, INC.

By: _____
Theodore A. Swinarski,
Senior Vice President - Trading

SCHEDULE I

Expenses for the Series 2024 Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$[_____]
Clearance	
CUSIP	
DTC	
FINRA/SIPC	
MSRB	
<u>Electronic Orders</u>	
TOTAL:	\$[_____]

EXHIBIT B

TERMS OF BONDS

1. **Purchase Price for the Series 2024 Bonds:** \$[_____] (representing the \$[_____]00 aggregate principal amount of the Series 2024 Bonds [plus/less net original issue premium/discount of \$[_____] and] less an underwriter's discount of \$[_____]).
2. **Principal Amounts, Maturities, Interest Rates, Yields, and Prices:**

Series 2024 Bonds				
<u>Amount</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>

[*Yield calculated to the first optional call date of _____, 20__.]

The Underwriter has offered the Series 2024 Bonds to the public on or before the date of this Purchase Contract at the initial offering prices set forth herein and has sold at least 10% of each maturity of the Series 2024 Bonds to the public at a price that is no higher than such initial offering prices[, except for the following maturities: _____].

3. **Redemption Provisions:**

Optional Redemption

The Series 2024 Bonds maturing after November 1, 20__ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2024 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2024 Optional Redemption Subaccount of the Series 2024 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

Mandatory Sinking Fund Redemption

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

Upon any redemption of Series 2024 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, 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 2024 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 2024 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 2024 Bonds in any year. In the event of a redemption or purchase occurring less than 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.

Extraordinary Mandatory Redemption

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District 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 2024 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

- (i) from Series 2024 Prepayment Principal deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account following the payment in whole or in part of Series 2024 Special Assessments on any assessable property within Assessment Area Two in accordance

with the provisions of the Second Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount as a result of such Prepayment and pursuant to the Second Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level;

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts regarding Assessment Area Two held by the Trustee within the Second Supplemental Indenture (other than the Series 2024 Rebate Fund and the Series 2024 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2024 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; and

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024 Acquisition and Construction Account in accordance with the provisions of the Second Supplemental Indenture, not otherwise reserved to complete the Assessment Area Two Project and transferred to the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the Second Supplemental Indenture, as a result of the reduction of the Series 2024 Reserve Requirement. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[_____], 2024

Kelly Park Community Development District
City of Apopka, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Re: \$[_____] Kelly Park Community Development District (City of Apopka, Florida) Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to the Kelly Park Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$[_____] aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Series 2024 Bonds. The Series 2024 Bonds are secured pursuant to that certain Master Trust Indenture, dated as of December 1, 2023 (the "Master Indenture"), as supplemented by that certain Second Supplemental Trust Indenture, dated as of [_____] 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Series 2024 Indenture") each by and between the District and U.S. Bank Trust Company, National Association, as trustee.

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Series 2024 Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated [_____] 1, 2024 (the "Purchase Contract"), for the purchase of the Series 2024 Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

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

1. The sale of the Series 2024 Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.

2. The Series 2024 Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The information in the Limited Offering Memorandum under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2024 BONDS," and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" insofar as such statements constitute descriptions of the Series 2024 Bonds or the Series 2024 Indenture, are accurate as to the matters set forth or documents described therein (provided, we express no opinion with respect to any financial, statistical

and demographic information and information under the caption "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System," and any other information in the Limited Offering Memorandum concerning DTC and its book-entry system of registration), and the information under the captions "TAX MATTERS" and "AGREEMENT BY THE STATE" are correct as to matters of law.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Series 2024 Bonds, or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressees hereto. This letter is not intended to, and may not be, relied upon by holders of the Series 2024 Bonds.

Respectfully submitted,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

[_____], 2024

Kelly Park Community Development District
City of Apopka, Florida

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank Trust Company, National Association, as Trustee
Ft. Lauderdale, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$[_____] Kelly Park Community Development District Special Assessment Bonds,
Series 2024 (Assessment Area Two Project)

Ladies and Gentlemen:

We serve as counsel to the Kelly Park Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[_____] Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "**Bonds**"). This letter is delivered to you pursuant to Section 3.01(2) of the Master Indenture (defined below), Section 2.09(c) of the Second Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance 2924, enacted by the City Commission of the City of Apopka, Florida, on May 18, 2022 (the "**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as December 1, 2023 ("**Master Indenture**"), as amended and supplemented by a *Second Supplemental Trust Indenture*, dated as of [_____] 1, 2024 ("**Second Supplemental Trust Indenture**" and, together with the Master Indenture, the "**Indenture**"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2022-26, 2023-07 and 2024-[__] adopted by the District on July 6, 2022, August 9, 2023, and November 25, 2024, respectively (collectively, "**Bond Resolution**");
4. The *Engineer's Report*, dated July 6, 2022 (the "**Master Report**"), as supplemented by the report entitled *Second Supplemental Engineer's Report for Kelly Park Community Development District*, dated November 25, 2024 (the "**Supplemental Report**" and, together with the Master Report, the "**Engineer's Report**"), which describes among other things the Assessment Area Two Project ("**Project**");

5. *Master Assessment Methodology Report*, dated July 6, 2022, and the [*Second Supplemental Special Assessment Methodology Report*], dated [____], 2024 (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2022-25, 2022-30, and 2023-__ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on November 2, 2022, and by the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida in Case No. 2022-CA-48-2022-CA-006745-0 and Certificate of No Appeal issued on January 18, 2023;
8. the Preliminary Limited Offering Memorandum dated [____], 2024 ("**PLOM**") and Limited Offering Memorandum dated [____], 2024 ("**LOM**");
9. certain certifications by FMSbonds, Inc. ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Poulos & Bennett, LLC, as District Engineer;
11. certain certifications of Wrathell, Hunt & Associates, LLC, as District Manager and Assessment Consultant;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Bonds (which has been examined but is not being relied upon);
14. an opinion of Holland & Knight LLP ("**Trustee Counsel**"), issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
15. the following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated as of the Closing Date, by and among the District, JEN Florida 51 LLC, a Florida limited liability company (the "**Phase 2A Landowner**"), Galvin Land Services, LLC, a Florida limited liability company, and Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "**Phase 2B Landowners**" and together with the Phase 2A Landowner, the "**Landowners**") and the dissemination agent named therein;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated [____], 2024 ("**BPA**");
 - (c) the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2A) by and between the District and Dream Finders Homes, LLC, a Florida limited liability company (the "**Phase 2A Development Manager**"), and joined into by the Phase 2A Landowner dated as of the Closing Date (the "**Phase 2A Completion Agreement**");
 - (d) the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2B) by and between the District and Galvin-Harris Land Services, LLC, a Florida limited liability company (the "**Phase 2B Developer**" or the "**Master Developer**" and together with the Phase 2A Development Manager, the "**Developers**"), and joined into by the Phase 2B Landowners dated as of the Closing Date (the "**Phase 2B Completion Agreement**");
 - (e) the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2A), in recordable form, by and between the District, the Phase 2A Development Manager and the Phase 2A Landowner and dated as of the Closing Date (the "**Phase 2A Collateral Assignment**");
 - (f) the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2B), in recordable form, by and between the District, the Phase 2B Developer and the Phase 2B Landowners dated as of the Closing Date (the "**Phase 2B Collateral Assignment**");
 - (g) the 2024 Bonds Acquisition Agreement (Dreamfinders Project Area / Phase 2A) by and between the District and the Phase 2A Development Manager and joined into by

- the Phase 2A Landowner dated as of the Closing Date (the "**Phase 2A Acquisition Agreement**");
- (h) the 2024 Bonds Acquisition Agreement (Galvin-Harris Project Area / Phase 2B) by and between the District and the Phase 2B Developer and jointed into by the Phase 2B Landowners dated as of the Closing Date (the "**Phase 2B Acquisition Agreement**");
 - (i) the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by and between the District and the Phase 2A Landowner dated as of the Closing Date (the "**Phase 2A True-Up Agreement**"); and
 - (j) the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by and between the District and the Phase 2B Landowners dated as of the Closing Date (the "**Phase 2B True-Up Agreement**"); and
16. Declarations of Consent executed by each of the Landowners; and
17. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

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

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee provided however that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1, C.2 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and to levy and impose the Debt Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt

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

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Orange County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** –As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the PLOM, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Prepayment of Series 2024 Special Assessments" (excluding consistent with the qualifications herein whether any specific landowner owned any of the real property subject to the Declaration(s) of Consent at the time of the execution and recording of such Declaration(s) of Consent), "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Landowner Agreements" (solely as to the description of the agreements), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** –Based on inquiry of the District's Registered Agent, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or

otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Project*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, 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.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

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

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. Except as set forth in Section C.9., we express no opinion and make no representations as to the Project, including but not limited to costs, estimates, projections, status, technical provisions, or anything else related to the Project.

7. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to the Developer's and/or any other landowner's ownership interests in any property within the District, whether the Developer and/or any other landowner owned any of the real property subject to the recordable Bond Agreements and/or Declaration of Consent at the time of execution and/or recording, or whether the Developer is able to convey good and marketable title to any particular real property or interest therein.

8. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

9. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

EXHIBIT E-1

PHASE 2B DEVELOPER'S AND PHASE 2B LANDOWNERS' COUNSEL'S OPINION

[_____], 2024 (the "Closing Date")

Kelly Park Community Development District
City of Apopka, Florida

FMSbonds, Inc.
North Miami Beach, Florida

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

GrayRobinson, P.A.
Tampa, Florida

Re: \$[_____] Kelly Park Community Development District Special Assessment Bonds, Series 2024
 (Assessment Area Two Project)

Ladies and Gentlemen:

I am counsel to Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Phase 2B Developer"), Galvin Land Services, LLC, a Florida limited liability company, and Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowners"), which are the developer and owners of the lands in Assessment Area Two (other than Phase 2A) in the master planned community located in the City of Apopka, Florida and commonly referred to as "Crosswinds at Kelly Park," as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Phase 2B Developer and the Phase 2B Landowners in connection with the issuance by the Kelly Park Community Development District (the "District") of the Bonds as described in the District's Preliminary Limited Offering Memorandum dated [_____], 2024 and the District's final Limited Offering Memorandum, dated [_____], 2024, including the appendices attached thereto (collectively, the "Limiting Offering Memoranda"). Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda. It is my understanding that the Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement, and (iii) paying the costs of issuance of the Series 2024 Bonds.

In my capacity as counsel to the Phase 2B Developer and the Phase 2B Landowners, I have examined originals or copies identified to my satisfaction as being true copies of the Limiting Offering Memoranda, the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2B) by and between the District and the Phase 2B Developer and joined into by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Completion Agreement"), the 2024 Bonds Acquisition Agreement (Galvin-Harris Project Area / Phase 2B) by and between the District and the Phase 2B Developer and joined into by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Acquisition Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2B), in recordable form, by and between the District and the Phase 2B Developer and the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Collateral Assignment"), the True-Up Agreement (2024 Bonds / Assessment Area

Two – Phase 2B), in recordable form, by and between the District and the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B True-Up Agreement"), the Declaration of Consent (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Declaration"), [the Bill of Sale by the Phase 2B Developer dated as of the Closing Date], the Certificate of the Phase 2B Developer dated as of the Closing Date, the Certificate of Phase 2B Landowners dated as of the Closing Date, the Continuing Disclosure Agreement, dated as of the Closing Date, by and among the District, the Phase 2B Landowners, JEN Florida 51 LLC, and the Dissemination Agent named therein (collectively, the "Documents") and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined the Articles of Organization and Operating Agreements of the Phase 2B Developer and the Phase 2B Landowners as well certificates of good standing for the Phase 2B Developer and the Phase 2B Landowners issued by the State of Florida on [_____, 2024] (collectively, the "Organizational Documents").

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Phase 2B Developer or the Phase 2B Landowners) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" signify that, in the course of my representation of the Phase 2B Developer and the Phase 2B Landowners, no facts have come to my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based on the forgoing, I am of the opinion that:

1. The Phase 2B Developer and both of the Phase 2B Landowners are limited liability companies organized and existing under the laws of the State of Florida.
2. The Phase 2B Developer and both of the Phase 2B Landowners have the power to conduct their respective businesses and to undertake the development of the lands in the District as described in the Limited Offering Memoranda and to enter into the Documents.
3. The Documents have been duly authorized, executed and delivered by each of the Phase 2B Developer and the Phase 2B Landowners and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Phase 2B Developer and the Phase 2B Landowners, enforceable in accordance with their respective terms.
4. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT" (except for the information under "Phase 2A – Dream Finders and the Development Management and Option Agreement,") "THE LANDOWNERS AND THE DEVELOPERS" (as it relates to the information under "Phase 2B"), "LITIGATION – The Landowners" (as it relates to the Phase 2B Landowners only) and "CONTINUING DISCLOSURE" (as it relates to the Phase 2B Landowners only) does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Phase 2B Developer and/or the Phase 2B Landowners, as applicable, does not violate (i) their respective operating agreements, (ii) to my knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which any of them is a party or by which any of their respective assets are or may be bound; or (iii) to my knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on any of them or any of their respective assets.

6. Nothing has come to my attention that would lead me to believe that the Phase 2B Developer or either of the Phase 2B Landowners is not in compliance in all material respects with all provisions of applicable law in all material matters relating to such entities as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) I have no knowledge that any of them has not received all government permits, consents and licenses required in connection with the construction and completion of the development of the Assessment Area Two Project and the lands in the District as described in the Limited Offering Memoranda; (b) I have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect any of their respective abilities to complete development of the Assessment Area Two Project and the lands in the District as described in the Limited Offering Memoranda and all appendices thereto; and (c) I have no knowledge and am not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of the lands in the District as described in the Limited Offering Memoranda will not be obtained in due course as required by the Phase 2B Developer and/or the Phase 2B Landowners.

7. To the best of my knowledge after due inquiry, the levy of the Series 2024 Special Assessments on the applicable lands within the District owned by either of the Phase 2B Landowners will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which either of the Phase 2B Landowners is a party or to which either of the Phase 2B Landowners or any of their respective property or assets are subject.

8. To the best of my knowledge after due inquiry, there is no litigation pending which would prevent or prohibit the development of either the Assessment Area Two Project or the lands in the District in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Phase 2B Developer or either of the Phase 2B Landowners.

9. To the best of my knowledge after due inquiry, neither the Phase 2B Developer or either of the Phase 2B Landowners has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of my knowledge after due inquiry, neither the Phase 2B Developer or either of the Phase 2B Landowners has indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of my knowledge after due inquiry, neither the Phase 2B Developer nor either of the Phase 2B Landowners is in default under any mortgage, trust indenture, lease or other instrument to which they or any of their respective assets are subject, which default would have a material adverse effect on the Bonds or the development of either the Assessment Area Two Project or the lands in the District.

This opinion is given as of the date hereof, and I disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and I express

no opinion with respect to the laws of any other jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

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

Very truly yours,

Bacon, Bacon & Furlong, P.A

EXHIBIT E-2

PHASE 2A LANDOWNER'S COUNSEL'S OPINION

[_____], 2024 (the "Closing Date")

Kelly Park Community Development District
City of Apopka, Florida

FMSbonds, Inc.
North Miami Beach, Florida

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

GrayRobinson, P.A.
Tampa, Florida

Re: \$[_____] Kelly Park Community Development District Special Assessment Bonds, Series 2024
 (Assessment Area Two Project)

Ladies and Gentlemen:

I am counsel to JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), which is the owner of the lands in Phase 2A in the master planned community located in the City of Apopka, Florida and commonly referred to as "Crosswinds at Kelly Park," as such lands are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Phase 2A Landowner in connection with the issuance by the Kelly Park Community Development District (the "District") of the Bonds as described in the District's Preliminary Limited Offering Memorandum dated [_____], 2024 and the District's final Limited Offering Memorandum, dated [_____], 2024, including the appendices attached thereto (collectively, the "Limiting Offering Memoranda"). Capitalized terms not defined herein shall have the meaning set forth in the Limited Offering Memoranda. It is my understanding that the Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement, and (iii) paying the costs of issuance of the Series 2024 Bonds.

In my capacity as counsel to the Phase 2A Landowner, I have examined originals or copies identified to my satisfaction as being true copies of the Limiting Offering Memoranda, the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2A) by and between the District and the Phase 2A Landowner and joined into by Dream Finders Homes, LLC, a Florida limited liability company (the "Phase 2A Development Manager"), dated as of the Closing Date (the "Phase 2A Completion Agreement"), the 2024 Bonds Acquisition Agreement (Dreamfinders Project Area / Phase 2A) by and between the District and the Phase 2A Landowner and joined into by the Phase 2A Development Manager dated as of the Closing Date (the "Phase 2A Acquisition Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2A), in recordable form, by and between the District, the Phase 2A Development Manager and the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Collateral Assignment"), the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2A) in recordable

form by and between the District and the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A True-Up Agreement"), the Declaration of Consent (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Declaration of Consent"), the Certificate of the Phase 2A Landowner dated as of the Closing Date, the Continuing Disclosure Agreement, dated as of the Closing Date, by and among the District, the Phase 2A Landowner, Galvin Land Services, LLC, Kelly Park Land Investments, LLC and the Dissemination Agent named therein (collectively, the "Documents") and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, I also have reviewed and examined the Articles of Organization and the Operating Agreement of the Phase 2A Landowner as well certificates of good standing for the Phase 2A Landowner issued by the State of Florida on _____, 2024 (collectively, the "Organizational Documents").

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Phase 2A Landowner) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" signify that, in the course of my representation of the Phase 2A Landowner, no facts have come to my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based on the forgoing, I am of the opinion that:

1. The Phase 2A Landowner is a limited liability company organized and existing under the laws of the State of Florida.
2. The Phase 2A Landowner has the power to conduct its businesses and to undertake the development of the Phase 2A lands in the District as described in the Limited Offering Memoranda and to enter into the Documents.
3. The Documents have been duly authorized, executed and delivered by the Phase 2A Landowner and are in full force and effect. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Phase 2A Landowner, enforceable in accordance with their respective terms.
4. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT" (as it relates to the Phase 2A Landowner and the land in Phase 2A, and including, without limitation, all information under "Phase 2A – Dream Finders and the Development Management and Option Agreement") "THE LANDOWNERS AND THE DEVELOPERS" (as it relates to the information under "Phase 2A"), "LITIGATION – The Landowners" (as it relates to the Phase 2A Landowner only) and "CONTINUING DISCLOSURE" (as it relates to the Phase 2A Landowner only) does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Phase 2A Landowner does not violate (i) the operating agreement of the Phase 2A Landowner, (ii) to my knowledge, any agreement, instrument or Federal or Florida law, rule or regulation known to me to which the Phase 2A Landowner is a party or by which any of its assets are or may be bound; or (iii) to my knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Phase 2A Landowner or its assets.

6. To the best of my knowledge after due inquiry, the levy of the Series 2024 Special Assessments on the applicable lands within the District owned by the Phase 2A Landowner will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Phase 2A Landowner is a party or to which the Phase 2A Landowner or any of its properties or assets are subject.

7. To the best of my knowledge after due inquiry, there is no litigation pending which would prevent or prohibit the development of either the Assessment Area Two Project or the lands in the District in accordance with the descriptions thereof in the Limited Offering Memoranda and the Engineer's Report annexed thereto or which may result in any material adverse change in the respective business, properties, assets or financial condition of the Phase 2A Landowner.

8. To the best of my knowledge after due inquiry, the Phase 2A Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of my knowledge after due inquiry, the Phase 2A Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

9. To the best of my knowledge after due inquiry, the Phase 2A Landowner is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material adverse effect on the Bonds or the development of either the Assessment Area Two Project or the lands in Phase 2A of the District.

This opinion is given as of the date hereof, and I disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and I express no opinion with respect to the laws of any other jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

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

Very truly yours,

John T. Dekle, PL

EXHIBIT F-1

FORM OF CERTIFICATE OF THE PHASE 2B LANDOWNERS

Galvin Land Services, LLC, a Florida limited liability company, and Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowners"), DO HEREBY CERTIFY, that:

1. This Certificate of the Phase 2B Landowners is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract") between Kelly Park Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] original aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. Each of the Phase 2B Landowners is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

3. Representatives of the Phase 2B Landowners have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2024, and a final Limited Offering Memorandum dated [____], 2024 (collectively, the "Limited Offering Memoranda").

4. The Continuing Disclosure Agreement dated as of the Closing Date by and among the District, the Phase 2B Landowners, JEN Florida 51 LLC and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Continuing Disclosure Agreement"), the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2B) by and between the District and Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Phase 2B Developer") and joined into by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Completion Agreement"), the 2024 Bonds Acquisition Agreement (Galvin-Harris Project Area / Phase 2B) by and between the District and the Phase 2B Developer and joined into by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Acquisition Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2B), in recordable form, by and between the District, the Phase 2B Developer and the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Collateral Assignment"), the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by and between the District and the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B True-Up Agreement"), and the Declaration of Consent (2024 Bonds / Assessment Area Two – Phase 2B) in recordable form by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Declaration" and together with the Continuing Disclosure Agreement, the Phase 2B Completion Agreement, the Phase 2B Acquisition Agreement, the Phase 2B Collateral Assignment, and the Phase 2B True-Up Agreement are collectively referred to herein as the "Documents"), constitute valid and binding obligations of the Phase 2B Landowners enforceable against the Phase 2B Landowners in accordance with their respective terms.

5. The Phase 2B Landowners have reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT," "THE DEVELOPMENT" (except for the information under "Phase 2A – Dream Finders and the Development Management and Option Agreement,") "THE LANDOWNERS AND THE DEVELOPERS" (as it relates to the information under "Phase 2B"), "LITIGATION – The Landowners" (as it relates to the Phase 2B Landowners only) and "CONTINUING DISCLOSURE" (as it relates to the Phase 2B Landowners only) and, with respect to the Phase 2B Landowners and the development of the Assessment Area Two Project and the lands in Assessment Area

Two (as defined in the Limited Offering Memoranda), under the caption "BONDOWNERS' RISKS," and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, neither of the Phase 2B Landowners are aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Phase 2B Landowners represent and warrant that they has complied with and will continue to comply with Sections 190.048 and 190.009, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of either of the Phase 2B Landowners which has not been disclosed in the Limited Offering Memoranda.

8. The Phase 2B Landowners hereby consent to the levy of the Series 2024 Special Assessments on the land in Assessment Area Two owned by either of the Phase 2B Landowners. The levy of the Series 2024 Special Assessments on any of the Assessment Area Two lands owned by either of the Phase 2B Landowners will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which either of the Phase 2B Landowners are a party or to which any of their respective properties or assets are subject.

9. Neither of the Phase 2B Landowners has made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. Neither of the Phase 2B Landowners has indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of our knowledge, neither of the Phase 2B Landowners are in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which they are subject or by which any of their respective properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Documents or on the development of the Assessment Area Two Project or the lands in Assessment Area Two and neither of the Phase 2B Landowners are delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the Assessment Area Two Project or the lands in Assessment Area Two.

11. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against either of the Phase 2B Landowners (a) seeking to restrain or enjoin the execution or delivery of the Documents to which either of the Phase 2B Landowners is a party, (b) contesting or affecting the validity or enforceability of the Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of either of the Phase 2B Landowners or their respective businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of either of the Phase 2B Landowners.

12. To the best of our knowledge after due inquiry, the Phase 2B Landowners are in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in

the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Assessment Area Two lands are zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) neither of the Phase 2B Landowners is aware of any default of any zoning condition, permit or development agreement which would adversely affect its ability to complete or cause the completion of development of the Assessment Area Two Project or Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda will not be obtained as required.

13. The Phase 2B Landowners acknowledge that they will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2024 Special Assessments imposed on District Lands owned by it within thirty (30) days following completion of the Assessment Area Two Project and acceptance thereof by the District.

14. [The Phase 2B Landowners have previously entered into a prior continuing disclosure obligation in connection with Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c-12"), in connection with another community development district and has not failed to comply with its requirements thereunder. The information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Phase 2B Landowners only) accurately reflects the continuing disclosure history of the Phase 2B Landowners.]

Dated: [_____], 2024.

GALVIN LAND SERVICES, LLC, a Florida
limited liability company

By: _____
Name: _____
Title: _____

KELLY PARK LAND INVESTMENTS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F-2

FORM OF CERTIFICATE OF THE PHASE 2B DEVELOPER

Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Phase 2B Developer" or the "Master Developer"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Phase 2B Developer is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract") between Kelly Park Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] original aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Phase 2B Developer is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

3. Representatives of the Phase 2B Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2024, and a final Limited Offering Memorandum dated [____], 2024 (collectively, the "Limited Offering Memoranda").

4. The Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2B) by and between the District and the Phase 2B Developer and joined into by Galvin Land Services, LLC, a Florida limited liability company, and Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowners"), dated as of the Closing Date (the "Phase 2B Completion Agreement"), the 2024 Bonds Acquisition Agreement (Galvin-Harris Project Area / Phase 2B) by and between the District and the Phase 2B Developer and joined into by the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Acquisition Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2B), in recordable form, by and between the District, the Phase 2B Developer and the Phase 2B Landowners dated as of the Closing Date (the "Phase 2B Collateral Assignment" and together with the Phase 2B Completion Agreement, the Phase 2B Acquisition Agreement, and the Phase 2B Collateral Assignment re collectively referred to herein as the "Documents"), constitute valid and binding obligations of the Phase 2B Developer enforceable against the Phase 2B Developer in accordance with their respective terms.

5. The Phase 2B Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT," "THE DEVELOPMENT" (except for the information under "Phase 2A – Dream Finders and the Development Management and Option Agreement,") "THE LANDOWNERS AND THE DEVELOPERS" (as it relates to the information under "Phase 2B"), and, with respect to the Phase 2B Developer and the development of the Assessment Area Two Project and the lands in Assessment Area Two (as defined in the Limited Offering Memoranda), under the caption "BONDOWNERS' RISKS," and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Phase 2B Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Phase 2B Developer which has not been disclosed in the Limited Offering Memoranda.

9. The Phase 2B Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Phase 2B Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of our knowledge, the Phase 2B Developer is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which they are subject or by which any of their respective properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Documents or on the development of the Assessment Area Two Project or the lands in Assessment Area Two and the Phase 2B Developer is not delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the Assessment Area Two Project or the lands in Assessment Area Two.

11. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Phase 2B Developer (a) seeking to restrain or enjoin the execution or delivery of the Documents to which the Phase 2B Developer is a party, (b) contesting or affecting the validity or enforceability of the Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Phase 2B Developer or its businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Phase 2B Developer.

12. To the best of our knowledge after due inquiry, the Phase 2B Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Assessment Area Two lands are zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Phase 2B Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect its ability to complete or cause the completion of development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda will not be obtained as required.

Dated: [_____], 2024.

GALVIN-HARRIS LAND SERVICES, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F-3

FORM OF CERTIFICATE OF THE PHASE 2A LANDOWNER

JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), DOES HEREBY CERTIFY, that:

1. This Certificate of Phase 2A Landowner is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract") between Kelly Park Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] original aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Phase 2A Landowner is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

3. Representatives of the Phase 2A Landowner have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2024, and a final Limited Offering Memorandum dated [____], 2024 (collectively, the "Limited Offering Memoranda").

4. The Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, the Phase 2A Landowner, Galvin Land Services, LLC, Kelly Park Land Investments, LLC, and Wrathell, Hunt & Associates, LLC, as dissemination agent (the "Continuing Disclosure Agreement"), the Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2A) by and between the District, the Phase 2A Landowner and joined into by Dream Finders Homes, LLC (the "Phase 2A Collateral Assignment"), dated as of the Closing Date (the "Phase 2A Completion Agreement"), the 2024 Bonds Acquisition Agreement (Dreamfinders Project Area / Phase 2A) by and between the District and the Phase 2A Development Manager and joined into by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Acquisition Agreement"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2A), in recordable form, by and between the District, the Phase 2A Development Manager and the Phase 2A Landowner, the True-Up Agreement (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by and between the District and the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A True-Up Agreement"), and the Declaration of Consent (2024 Bonds / Assessment Area Two – Phase 2A) in recordable form by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Declaration" and together with the Continuing Disclosure Agreement, the Phase 2A Completion Agreement, the Phase 2A Acquisition Agreement, the Phase 2A Collateral Assignment, and the Phase 2A True-Up Agreement are collectively referred to herein as the "Documents"), and executed by the Phase 2A Landowner constitute valid and binding obligations of the Phase 2A Landowner enforceable against the Phase 2A Landowner in accordance with their respective terms.

5. The Phase 2A Landowner has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT," "THE DEVELOPMENT" (as it relates to the Phase 2A Landowner and the land in Phase 2A, and including, without limitation, all information under "Phase 2A – Dream Finders and the Development Management and Option Agreement"), "THE LANDOWNERS AND THE DEVELOPERS" (as it relates to the information under "Phase 2A"), "LITIGATION – The Landowners" (as it relates to the Phase 2A Landowner only) and "CONTINUING DISCLOSURE" (as it relates to the Phase 2A Landowner only) and, with respect to the Phase 2A Landowner and the development of the Assessment Area Two Project and the lands in Assessment Area Two (as defined in the Limited

Offering Memoranda), under the caption "BONDOWNERS' RISKS," and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Phase 2A Landowner is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Phase 2A Landowner represents and warrants that it has complied with and will continue to comply with Sections 190.048 and 190.009, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Phase 2A Landowner which has not been disclosed in the Limited Offering Memoranda.

8. The Phase 2A Landowner hereby consents to the levy of the Series 2024 Special Assessments on the land in Assessment Area Two owned by the Phase 2A Landowner. The levy of the Series 2024 Special Assessments on the Assessment Area Two lands owned by the Phase 2A Landowner will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Phase 2A Landowner is a party or to which any of its properties or assets are subject.

9. The Phase 2A Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Phase 2A Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of our knowledge, the Phase 2A Landowner is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which it is subject or by which any of its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Documents or on the development of the Assessment Area Two Project and the lands in Assessment Area Two and is not delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the Assessment Area Two Project and the lands in Assessment Area Two.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Phase 2A Landowner (a) seeking to restrain or enjoin the execution or delivery of the Documents to which the Phase 2A Landowner is a party, (b) contesting or affecting the validity or enforceability of the Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of either or the Phase 2A Landowner or its businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Phase 2A Landowner.

13. To the best of our knowledge after due inquiry, the Phase 2A Landowner is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Assessment Area Two lands are zoned and properly

designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Phase 2A Landowner is not aware of any default of any zoning condition, permit or development agreement which would adversely affect its or the Phase 2A Development Manager's ability to complete or cause the completion of development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda will not be obtained as required.

14. The Phase 2A Landowner acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2024 Special Assessments imposed on District Lands owned by it within thirty (30) days following completion of the Assessment Area Two Project and acceptance thereof by the District.

15. [The Phase 2A Landowner has not previously entered into any continuing disclosure obligations pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended and the information presented in the Limited Offering Memoranda under the heading "CONTINUING DISCLOSURE" (at it relates to the Phase 2A Landowner only) accurately reflects the continuing disclosure history of the Phase 2A Landowner.]

Dated: [_____], 2024.

JEN Florida 51 LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT F-4

FORM OF CERTIFICATE OF THE PHASE 2A DEVELOPMENT MANAGER

Dream Finders Homes, LLC (the "Phase 2A Development Manager"), DOES HEREBY CERTIFY, that:

1. This Certificate of Phase 2A Development Manager is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract") between Kelly Park Community Development District (the "District") and FMSbonds, Inc. (the "Underwriter") relating to the sale by the District of its \$[____] original aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Phase 2A Development Manager is a limited liability company organized, existing and in good standing under the laws of the State of Florida.

3. Representatives of the Phase 2A Development Manager have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated [____], 2024, and a final Limited Offering Memorandum dated [____], 2024 (collectively, the "Limited Offering Memoranda").

4. The Completion Agreement (2024 Bonds / Assessment Area Two – Phase 2A) dated as of the Closing Date (the "Phase 2A Completion Agreement), by and between the District and the Phase 2A Development Manager and joined into by JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), the Collateral Assignment Agreement (2024 Bonds / Assessment Area Two – Phase 2A), in recordable form, by and between the District, the Phase 2A Landowner and the Phase 2A Development Manager dated as of the Closing Date (the "Phase 2A Collateral Assignment"), and the 2024 Bonds Acquisition Agreement (Dreamfinders Project Area / Phase 2A) by and between the District and the Phase 2A Development Manager and joined into by the Phase 2A Landowner dated as of the Closing Date (the "Phase 2A Acquisition Agreement" and together with the Phase 2A Completion Agreement and the Phase 2A Collateral Assignment, the "Documents") constitute valid and binding obligations of the Phase 2A Development Manager enforceable against the Phase 2A Development Manager in accordance with its terms.

5. The Phase 2A Development Manager has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT," "THE DEVELOPMENT" (except for information under "Phase 2B – Horton and the Horton Builder Contract), "THE LANDOWNERS AND THE DEVELOPERS" (as it relates the Phase 2A Development Manager), and, with respect to the Phase 2A Development Manager and the development of the Assessment Area Two Project and the lands in Assessment Area Two (as defined in the Limited Offering Memoranda), under the caption "BONDOWNERS' RISKS," and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Phase 2A Development Manager is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Phase 2A Development Manager represents and warrants that it has complied with and will continue to comply with Sections 190.048 and 190.009, Florida Statutes, as amended.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Phase 2A Development Manager which has not been disclosed in the Limited Offering Memoranda.

8. The Phase 2A Development Manager hereby consents to the levy of the Series 2024 Special Assessments on the land in Assessment Area Two that is under contract by the Phase 2A Development Manager. The levy of the Series 2024 Special Assessments on the Assessment Area Two lands under contract by the Phase 2A Development Manager will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Phase 2A Development Manager is a party or to which any of its properties or assets are subject.

9. The Phase 2A Development Manager has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Phase 2A Development Manager has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. To the best of our knowledge, the Phase 2A Development Manager is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which it is subject or by which any of its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Documents or on the development of the Assessment Area Two Project or the lands in Assessment Area Two and is not delinquent in the payment of any ad valorem, federal and state taxes associated with the development of the Assessment Area Two Project or the lands in Assessment Area Two.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Phase 2A Development Manager (a) seeking to restrain or enjoin the execution or delivery of the Documents to which the Phase 2A Development Manager is a party, (b) contesting or affecting the validity or enforceability of the Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of either or the Phase 2A Development Manager or its businesses, assets, properties or conditions, financial or otherwise, or contesting or affecting any of the powers of the Phase 2A Development Manager.

13. To the best of our knowledge after due inquiry, the Phase 2A Development Manager is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda, including applying for all necessary permits. Except as otherwise described in the Limited Offering Memoranda, (a) the Assessment Area Two lands are zoned and properly designated for their intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Phase 2A Development Manager is not aware of any default of any zoning condition, permit or development agreement which would adversely affect its ability to complete or cause the completion of development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the

development of the Assessment Area Two Project and the lands in Assessment Area Two as described in the Limited Offering Memoranda will not be obtained as required.

14. The Phase 2A Development Manager acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2024 Special Assessments imposed on District Lands that it has under contract within thirty (30) days following completion of the Assessment Area Two Project and acceptance thereof by the District.

Dated: [_____], 2024.

DREAM FINDERS HOMES, LLC, a Florida
limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF ENGINEER

POULOS & BENNETT, LLC (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract"), by and between Kelly Park Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated [____], 2024 and the Limited Offering Memorandum, dated [____], 2024, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District to act as consulting engineers.

3. The plans and specifications for the improvements constituting the Assessment Area Two Project (as described in the Limited Offering Memoranda) were approved by all regulatory bodies required to approve them or are reasonably expected to be approved in due course. All environmental and other regulatory permits or approvals required in connection with the construction of the Assessment Area Two Project were obtained or are reasonably expected to be obtained in the ordinary course.

4. The Engineers prepared the report entitled Engineer's Report, dated July 6, 2022 (the "Master Report"), as supplemented by the report entitled Second Supplemental Engineer's Report for Kelly Park Community Development District, dated [November 25,] 2024 (the "Supplemental Report" and, together with the Master Report, the "Report"). The Report was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Assessment Area Two Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. The improvements constituting the Assessment Area Two Project are or will be, as applicable, constructed in sound workmanlike manner and in accordance with industry standards.

7. The price being paid by the District to the Landowners for acquisition of the improvements included within the Assessment Area Two Project does not and/or will not exceed the lesser of the cost of the Assessment Area Two Project or the fair market value of the assets acquired by the District.

8. The benefit provided by the Assessment Area Two Project to the lands in Assessment Area Two subject to the Series 2024 Special Assessments is at least equal to or greater than the amount of the Series 2024 Special Assessments.

9. To the best of our knowledge, after due inquiry, the Landowners are in compliance in all material respects with all provisions of applicable law in all material matters relating to the Landowners, the Development and Assessment Area Two as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Assessment Area Two Project as described in the Limited Offering Memoranda have been received or are reasonably expected to be received in the ordinary course; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of Assessment Area Two as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Assessment Area Two Project and the development of Assessment Area Two as described in the Limited Offering Memoranda will not be obtained in due course as required by the Landowners.

10. There is adequate water and sewer service capacity to serve the Development.

Date: [_____], 2024

POULOS & BENNETT, LLC

By: _____
Print Name: _____
Title: _____

EXHIBIT H

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

WRATHELL, HUNT & ASSOCIATES, LLC ("WRATHELL"), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Sections 8(c)(19) and (27) of the Bond Purchase Contract dated [____], 2024 (the "Purchase Contract"), by and between Kelly Park Community Development District (the "District") and FMSbonds, Inc. with respect to the \$[____] Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series 2024 Bonds, as applicable.

2. WRATHELL has acted as district manager and methodology consultant to the Kelly Park Community Development District (the "District") in connection with the sale and issuance by the District of its Series 2024 Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated [____], 2024 and the Limited Offering Memorandum, dated [____], 2024, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Series 2024 Bonds, we have been retained by the District to prepare the Master Special Assessment Methodology Report dated July 6, 2022, as supplemented by the [Second Supplemental Special Assessment Methodology Report] dated [____], 2024 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2024 Special Assessments or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the captions "THE DISTRICT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "LITIGATION – The District," "CONTINGENT FEES," "EXPERTS," "FINANCIAL INFORMATION," "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX F: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Series 2024 Bonds, or in any way contesting or affecting the validity of the Series 2024 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2024 Bonds, or the existence or powers of the District.

8. The benefit from the Assessment Area Two Project equals or exceeds the Series 2024 Special Assessments, and such Series 2024 Special Assessments are fairly and reasonably allocated across all lands subject to the Series 2024 Special Assessments. The Series 2024 Special Assessments as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2024 Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2024 Bonds through the respective final maturities thereof.

9. Wrathell, Hunt & Associates, LLC hereby acknowledges its agreement to serve as the Dissemination Agent for the District for the Series 2024 Bonds and undertake the obligations of the Dissemination Agent as set forth in the [Continuing Disclosure Agreement dated [_____], 2024 (the "Disclosure Agreement") by and among the District, JEN Florida 51 LLC, a Florida limited liability company, Galvin Land Services, LLC, a Florida limited liability company, Kelly Park Land Investments, LLC, a Florida limited liability company,] and Wrathell, Hunt & Associates, LLC, as Dissemination Agent, and acknowledged by Wrathell, Hunt & Associates, LLC, as District Manager, and U.S. Bank Trust Company, National Association, as trustee. Wrathell, Hunt & Associates, LLC hereby represents that it is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and Rule 15c2-12 promulgated under the Securities Act of 1933, as amended, that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreement, and that it will comply with its obligations under the Disclosure Agreement.

Dated: [_____], 2024.

WRATHELL, HUNT & ASSOCIATES, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____] , 2024

NEW ISSUE - BOOK-ENTRY ONLY
LIMITED OFFERING

NOT RATED

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Series 2024 Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes; and, further, interest on the Series 2024 Bonds will not be an item of tax preference for purposes of the alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code") on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2024 Bonds is not excluded from the determination of adjusted financial statement income. See "TAX MATTERS" herein for a description of certain other federal tax consequences of ownership of the Series 2024 Bonds. Bond Counsel is further of the opinion that the Series 2024 Bonds and the interest thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in said Chapter 220. See "TAX MATTERS" herein.

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF APOPKA, FLORIDA)**

[\$5,460,000]*

**Special Assessment Bonds, Series 2024
(Assessment Area Two Project)**

Dated: Date of Delivery

Due: As set forth below.

The Kelly Park Community Development District Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds") are being issued by the Kelly Park Community Development District (the "District" or "Issuer") only in fully registered form, without coupons, in denominations of \$5,000 and any integral multiple thereof.

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance No. 2924 enacted by the City Council of the City of Apopka, Florida (the "City"), effective May 18, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined), and has previously determined to undertake in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of certain District Lands.

The Series 2024 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve 30 day months, payable semi-annually on each May 1 and November 1, commencing [May 1, 2025]. The Series 2024 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2024 Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2024 Bonds will be paid from sources described below by U.S. Bank Trust Company, National Association, as trustee (the "Trustee") directly to the nominee of Cede & Co., as the registered owner thereof. Disbursements of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2024 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2024 Bond. See "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System" herein.

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2022-26 and 2024-[_____] adopted by the Board of Supervisors of the District (the "Board") on July 6, 2022 and November 25, 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of December 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and the Trustee. Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

The Series 2024 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project (as defined herein), (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement (each as defined herein), and (iii) paying the costs of issuance of the Series 2024 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2024 Bonds are payable from and secured solely by the Series 2024 Pledged Revenues. Series 2024 Pledged Revenues shall mean with respect to the Series 2024 Bonds of (a) all revenues received by the District from the Series 2024 Special Assessments levied and collected on the assessable lands within Assessment Area Two, benefitted by the Assessment Area Two Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2024 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 2024 Bonds; provided, however, that the Series 2024 Pledged Revenues shall not include (A) any moneys transferred to the Series 2024 Rebate Fund and investment earnings

This Preliminary Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum "final," except for permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

thereon, (B) moneys on deposit in the Series 2024 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District 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 of (A), (B) and (C) of this proviso). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

The Series 2024 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions" herein.

THE SERIES 2024 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2024 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, ORANGE 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 SERIES 2024 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2024 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2024 BONDS. THE SERIES 2024 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2024 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter named below is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2024 Bonds. The Series 2024 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2024 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2024 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$ _____ % Series 2024 Term Bond due November 1, 20____, Yield _____%, Price _____, CUSIP # _____**
\$ _____ % Series 2024 Term Bond due November 1, 20____, Yield _____%, Price _____, CUSIP # _____**
\$ _____ % Series 2024 Term Bond due November 1, 20____, Yield _____%, Price _____, CUSIP # _____**

The initial sale of the Series 2024 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Greenberg Traurig, P.A., Tallahassee, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Phase 2A Landowner (as hereinafter defined) by its counsel, John T. Dekle, PL, Jacksonville, Florida, for the Phase 2B Landowner (as hereinafter defined) and the Phase 2B Developer (as hereinafter defined) by their counsel, Bacon, Bacon & Furlong, P.A., St. Petersburg, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2024 Bonds will be delivered in book-entry form through the facilities of DTC on or about _____, 2024.

Dated: _____, 2024.

FMSbonds, Inc.

* Preliminary, subject to change.

**The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

[Seth Bennett*, Chairman
Quint Noordstar*, Vice Chairman
Taryn Galvin*, Assistant Secretary
Lou Avelli**, Assistant Secretary
Alex Gross*, Assistant Secretary]

* [Employee of, or affiliated with, the Phase 2B Landowner and the Phase 2B Developer

** Employee of, or affiliated with, Horton]

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Wrathell, Hunt & Associates, LLC
Boca Raton, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

BOND COUNSEL

Greenberg Traurig, P.A.
Tallahassee, Florida

DISTRICT ENGINEER

Poulos & Bennett, LLC
Orlando, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2024 BONDS AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2024 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE LANDOWNERS AND DEVELOPERS (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT, THE LANDOWNERS OR THE DEVELOPERS OR IN THE STATUS OF THE DEVELOPMENT, ASSESSMENT AREA TWO OR THE ASSESSMENT AREA TWO PROJECT (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE CITY, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2024 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS. THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF THE SERIES 2024 SPECIAL ASSESSMENTS (AS HEREINAFTER

DEFINED), AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE LANDOWNERS' AND DEVELOPERS' CONTROL. BECAUSE THE DISTRICT, THE LANDOWNERS AND THE DEVELOPERS CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT, THE LANDOWNERS AND THE DEVELOPERS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
(CITY OF APOPKA, FLORIDA)**

**[\$5,460,000]*
Special Assessment Bonds, Series 2024
(Assessment Area Two Project)**

INTRODUCTION

The purpose of this Limited Offering Memorandum is to set forth certain information in connection with the offering for sale by the Kelly Park Community Development District (the "District" or "Issuer") of its \$[5,460,000]* Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Series 2024 Bonds").

THE SERIES 2024 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERINGS OF THE SERIES 2024 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF CHAPTER 517, FLORIDA STATUTES, AND THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2024 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2024 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 2924 enacted by the City Council of the City of Apopka, Florida (the "City"), effective May 18, 2022. The District was created for the purpose of delivering certain community development services and facilities for the benefit of District Lands (as hereinafter defined) and has previously determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands. The Act authorizes the District to issue bonds for the purposes of, among others, financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, or equipping water management, water supply, sewer and wastewater management, bridges or culverts, public roads, street lights and other basic infrastructure projects within or without the boundaries of the District as provided in the Act.

[The boundaries of the District include approximately [211.081] gross acres of land (the "District Lands") within the City, which is in Orange County, Florida (the "County"). The District filed a boundary amendment petition on August 17, 2023 with the City that will result in a net reduction of approximately 2.328 acres from the District's boundaries.] The District is located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive. The District Lands are planned for a 765 single-family residential units and are part of a larger development being developed under the name of "Crosswinds at Kelly Park" (as described more herein, the "Development"). See "THE DEVELOPMENT" herein.

Land development for the District Lands is being phased. Phases 1A and 1B consist of 315 [platted lots] ("Assessment Area One"). Phase 2A consists of 33.424 acres of land which are planned for 159 lots.

* Preliminary, subject to change.

Phase 2B consists of 18.752 acres of land which are planned for 90 lots. Phases 2A and 2B are collectively referred to herein as "Assessment Area Two."

The District previously issued its Series 2023 Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One. Land development associated with Assessment Area One is complete and all 315 lots planned for Assessment Area One have been developed [and platted]. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

The Series 2024 Bonds are being issued to finance a portion of the public infrastructure associated with Phases 2A and 2B (as described more herein, the "Assessment Area Two Project"). See "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT" herein for more information. The Series 2024 Bonds will be secured by the Series 2024 Special Assessments, which will initially be levied on approximately 52.176 acres of land within the District ("Assessment Area Two") as such lands are further described herein and in the Assessment Methodology. Series 2024 Special Assessments securing approximately \$3,460,563 of the principal amount of the Series 2024 Bonds will be assigned to the approximately 33.424 acres in Phase 2A. As lots in Phase 2A are platted, the Series 2024 Special Assessments assigned to Phase 2 A will be assigned to the 159 lots planned for Phase 2A on a first-platted, first-assigned basis. The remaining Series 2024 Special Assessments securing approximately \$1,999,437 of the principal amount of the Series 2024 Bonds will initially be assigned to the approximately 18.752 remaining acres in Assessment Area Two. As lots are platted within Phase 2B, the Series 2024 Special Assessments within Phase 2B will be assigned on a first platted, first assigned basis to the 90 lots planned for Phase 2B. Additional Bonds are expected to be issued to finance the remaining lots planned for the District outside of Assessment Area Two. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Obligations" herein for more information.

JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), owns all of the land in Phase 2A and is serving as a land banker for Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders", the "Phase 2A Development Manager" or the "Phase 2A Builder"). The Phase 2A Landowner and Dream Finders have entered into the Development Management Agreement (as defined herein) and the Option Agreement (as defined herein) whereby Dream Finders is managing the development of Phase 2A and has the right to purchase developed lots from the Phase 2A Landowner for the construction and sale of single family homes. See "THE LANDOWNERS AND THE DEVELOPERS" and "THE DEVELOPMENT – The Builders" herein for more information.

[Galvin Land Services, LLC, a Florida limited liability company, and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company] (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Landowners"), own the Phase 2B lands within Assessment Area Two. The Phase 2B Landowner along with another affiliate have entered into the Horton Builder Contract (as defined herein) with D.R. Horton, Inc., a Delaware corporation ("Horton" or the "Phase 2B Builder" and together with Dream Finders, the "Builders") for the sale of 432 lots in the District, including all 90 lots planned for Phase 2B in a series of takedowns upon development completion. Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Master Developer" or the "Phase 2B Developer"), is serving as the master developer of the Development, including the lands in Phase 2B. The Phase 2B Developer and the Phase 2A Development Manager are sometimes collectively referred to herein as the "Developers." See "THE LANDOWNERS AND THE DEVELOPERS" and "THE DEVELOPMENT" herein for more information.

The Series 2024 Bonds are being issued by the District pursuant to the Act, Resolution Nos. 2022-26 and 2024-[__] adopted by the Board of Supervisors of the District (the "Board") on July 6, 2022 and

November 25, 2024, respectively (collectively, the "Bond Resolution"), and a Master Trust Indenture dated as of December 1, 2023 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

The Series 2024 Bonds are being issued for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Assessment Area Two Project, (ii) funding a deposit to the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement (each as defined herein), and (iii) paying the costs of issuance of the Series 2024 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2024 Bonds will be secured by a pledge of the Series 2024 Pledged Revenues (as defined herein), which consist primarily of the revenues received by the District from the Series 2024 Special Assessments (as defined herein) levied and collected on the assessable lands within the District. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

There follows in this Limited Offering Memorandum a brief description of the District, Assessment Area Two, the Landowners, the Developers, the Builders, the Development, Phase 2A, Phase 2B, and the Assessment Area Two Project and summaries of the terms of the Series 2024 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2024 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the proposed form of the Second Supplemental Indenture appear in APPENDIX A attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

DESCRIPTION OF THE SERIES 2024 BONDS

General Description

The Series 2024 Bonds will be dated the date, will bear interest at the rates per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) and, subject to the redemption provisions set forth below, will mature on the dates and in the amounts set forth on the cover page of this Limited Offering Memorandum. Interest on the Series 2024 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2024 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 May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2024, 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. U.S. Bank Trust Company, National Association is the initial Trustee, Paying Agent and Registrar for the Series 2024 Bonds.

The Series 2024 Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof provided, except as otherwise provided in the Indenture. The Series 2024 Bonds will initially be offered only to "accredited investors" within the meaning

of Chapter 517, Florida Statutes, as amended, and the rules of the Florida Department of Financial Services promulgated thereunder; provided, however, the limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2024 Bonds. See "SUITABILITY FOR INVESTMENT" herein.

Upon initial issuance, the Series 2024 Bonds shall be issued as one fully registered bond for each maturity of Series 2024 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 2024 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes of the Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2024 Bonds ("Beneficial Owners"). Principal and interest on the Series 2024 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 Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the District. During the period for which Cede & Co. is registered owner of the Series 2024 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners. In the event DTC, any successor of DTC or the District, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system for the Series 2024 Bonds, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor, and after such time the Series 2024 Bonds may be exchanged for an equal aggregate principal amount of such Series 2024 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee. See "– Book-Entry Only System" herein.

Redemption Provisions

Optional Redemption

The Series 2024 Bonds maturing after November 1, 20__ may, at the option of the District be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 20__ (less than all Series 2024 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2024 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2024 Optional Redemption Subaccount of the Series 2024 Bond Redemption Account. If such optional redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

[Remainder of page intentionally left blank.]

Mandatory Sinking Fund Redemption

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

The Series 2024 Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2024 Sinking Fund Account on November 1 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>
	\$

*

*Maturity

Upon any redemption of Series 2024 Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, 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 2024 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 2024 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 2024 Bonds in any year. In the event of a redemption or purchase occurring less than 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.

Extraordinary Mandatory Redemption

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District 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 2024 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2024 Prepayment Principal deposited into the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account following the payment in whole or in part of Series 2024 Special Assessments on any assessable property within Assessment Area Two in accordance with the provisions of the Second Supplemental Indenture, together with any excess moneys transferred by the Trustee from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount as a result of such Prepayment and pursuant to the Second Supplemental Indenture. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level;

(ii) from moneys, if any, on deposit in the Funds, Accounts and subaccounts regarding Assessment Area Two held by the Trustee within the Second Supplemental Indenture (other than the Series 2024 Rebate Fund and the Series 2024 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2024 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; and

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2024 Acquisition and Construction Account in accordance with the provisions of the Second Supplemental Indenture, not otherwise reserved to complete the Assessment Area Two Project and transferred to the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account, together with moneys deposited therein in accordance with the provisions of the Second Supplemental Indenture, as a result of the reduction of the Series 2024 Reserve Requirement. If such redemption shall be in part, the District shall select such principal amount of Series 2024 Bonds to be redeemed from each maturity so that debt service on the remaining Outstanding Series 2024 Bonds is substantially level.

Notice of Redemption

When required to redeem or purchase Series 2024 Bonds under any provision of the Indenture or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be provided by Electric Means or mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Series 2024 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2024 Bonds for which notice was duly mailed in accordance with the Indenture. If, at the time of mailing of notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all of the Series 2024 Bonds called for redemption, such notice shall expressly state that the redemption is conditional and is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

Book-Entry Only System

The information in this caption concerning DTC and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2024 Bond certificate will be issued for each maturity of the Series 2024 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of the Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds;

DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2024 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions*, and interest payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bond certificates will be printed and delivered to DTC.

* Not applicable to the Series 2024 Bonds.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS

General

THE SERIES 2024 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE SERIES 2024 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2024 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION SERIES 2024 SPECIAL ASSESSMENTS TO SECURE AND PAY THE SERIES 2024 BONDS. THE SERIES 2024 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2024 Bonds are payable from and secured solely by the Series 2024 Pledged Revenues. Series 2024 Pledged Revenues shall mean with respect to the Series 2024 Bonds of (a) all revenues received by the District from the Series 2024 Special Assessments levied and collected on the assessable lands within Assessment Area Two, benefitted by the Assessment Area Two Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2024 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2024 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 2024 Bonds; provided, however, that the Series 2024 Pledged Revenues shall not include (A) any moneys transferred to the Series 2024 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2024 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance assessments" levied and collected by the District 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 of (A), (B) and (C) of this proviso). "Series 2024 Special Assessments" shall mean the Special Assessments levied on the assessable lands within Assessment Area Two of the District as a result of the District's acquisition and/or construction of the Assessment Area Two Project, corresponding in amount to the debt service on the Series 2024 Bonds and designated as such in the methodology report relating thereto. The Assessment Methodology (as hereinafter defined), which describes the methodology for allocating the Series 2024 Special Assessments to the assessable lands within Assessment Area Two of the District, is included as APPENDIX D attached hereto.

In the Master Indenture, the District will covenant that, if any Series 2024 Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Series 2024 Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Series 2024 Special Assessment when it might have done so, the District shall either (i) take all necessary steps to cause a new Series 2024 Special Assessment to be made for the whole or any part of such improvement or against any property benefitted by such improvement or (ii) in its sole discretion, make up the amount of such Series 2024 Special Assessment from any legally available moneys, which shall be deposited into the Series 2024 Revenue Account. In the case such second Series 2024 Special Assessment shall be annulled, the District shall obtain and make other Series 2024 Special Assessments until a valid Series 2024 Special Assessment shall be made.

Prepayment of Series 2024 Special Assessments

The Assessment Proceedings provide that an owner of property subject to the Series 2024 Special Assessments may prepay the entire remaining balance of such Series 2024 Special Assessments at any time, or a portion of the remaining balance of such Series 2024 Special Assessment up to two times, if there is also paid, in addition to the prepaid principal balance of the Series 2024 Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Series 2024 Bonds or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of the Series 2024 Special Assessments does not entitle the property owner to any discounts for early payment.

Pursuant to the Act and the Assessment Proceedings, an owner of property subject to the levy of Series 2024 Special Assessments may pay the entire balance of the Series 2024 Special Assessments remaining due, without interest, within thirty (30) days after the Assessment Area Two Project has been completed, and the Board has adopted a resolution accepting the Assessment Area Two Project pursuant to Chapter 170.09, Florida Statutes. The Landowners, as the sole owners of the assessable property within Assessment Area Two of the District, will waive this right on behalf of themselves and their respective successors and assigns in connection with the issuance of the Series 2024 Bonds. See "BONDOWNERS' RISKS – Prepayment and Redemption Risk" herein.

The Series 2024 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional and required prepayments of Series 2024 Special Assessments by property owners.

Additional Obligations

Pursuant to the Indenture, the District will covenant not to issue any other Bonds or other debt obligations secured by the Series 2024 Special Assessments. In addition, the District will covenant not to issue any other Bonds or debt obligations secured by Special Assessments on the assessable lands within the District that are subject to the Series 2024 Special Assessments, until such time as the Series 2024 Special Assessments are Substantially Absorbed or the Majority Holder has consented in writing. "Substantially Absorbed" means the date at least [75]% of the principal portion of the Series 2024 Special Assessments has been assigned to residential units within Assessment Area Two that have received certificates of occupancy. The District shall present the Trustee with a certification that the Series 2024 Special Assessments are Substantially Absorbed and the Trustee may rely conclusively upon such certification and shall have no duty to verify if the Series 2024 Special Assessments are Substantially Absorbed. In the absence of such written certification, the Trustee is entitled to assume that the Series 2024 Special Assessments have not been Substantially Absorbed. Such covenant shall not prohibit the District from issuing refunding Bonds or any Bonds or other obligations secured by Special Assessments levied on District Lands not subject to the Series 2024 Special Assessments, or to finance any other capital project that is necessary for health, safety, or welfare reasons or to remediate natural disaster.

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2024 Special Assessments without the consent of the Owners of the Series 2024 Bonds. The District expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2024 Special Assessments on the same lands upon which the Series 2024 Special Assessments are imposed, to fund the maintenance and operation of the District. See "THE DEVELOPMENT – Taxes, Fees and Assessments" and "BONDOWNERS' RISKS" herein for more information.

Covenant Against Sale or Encumbrance

In the Master Indenture, the District will covenant that (a) except for those improvements comprising the Projects that are to be conveyed by the District to the City, the County, the State Department of Transportation or another governmental entity, as to which no assessments of the District will be imposed and (b) except as otherwise permitted in the Master Indenture, it will not sell, lease or otherwise dispose of or encumber any Projects or any part thereof. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" herein.

Series 2024 Acquisition and Construction Account

The Indenture establishes within the Acquisition and Construction Fund an account designated as the "Series 2024 Acquisition and Construction Account". Net proceeds of the Series 2024 Bonds shall initially be deposited into the Series 2024 Acquisition and Construction Account in the amount set forth in the Second Supplemental Indenture, together with any moneys subsequently transferred or deposited thereto, including moneys transferred from the Series 2024 Reserve Account after satisfaction of either the Reserve Release Conditions #1 or Reserve Release Conditions #2 (each as defined under the heading "Series 2024 Reserve Account" herein) as certified in writing by the District Manager and upon which the Trustee may conclusively rely, and such moneys shall be applied as set forth in the Indenture, the Acquisition Agreements and the Engineer's Report. Funds on deposit in the Series 2024 Acquisition and Construction Account shall only be requested by the District to be applied to the Costs of the Assessment Area Two Project, subject to the provisions of the Second Supplemental Indenture. Upon satisfaction of the Reserve Release Conditions #1 and Reserve Release Conditions #2, the amount on deposit in the Series 2024 Reserve Account in excess of the Series 2024 Reserve Requirement, as applicable and as calculated by the District, which District shall be responsible for certifying to the Trustee in writing that such Reserve Release Conditions #1 and Reserve Release Conditions #2 were satisfied, shall then be transferred to the Series 2024 Acquisition and Construction Account pursuant to the Second Supplemental Indenture, as directed in writing to the Trustee by the District Manager, upon the District Manager consulting with the Consulting Engineer, and applied as provided in the Second Supplemental Indenture. The Trustee shall have no duty to review if either the Reserve Release Conditions #1 or Reserve Release Conditions #2 has been satisfied.

Following the Completion Date of the Assessment Area Two Project (inclusive of Phase 2A and Phase 2B), all moneys remaining in the Series 2024 Acquisition and Construction Account that have not been requisitioned within thirty (30) days after satisfaction of the Reserve Release Conditions #1 and #2, shall be transferred to the Series 2024 General Redemption Subaccount, as directed in writing by the District Manager on behalf of the District to the Trustee to be applied as set forth in the Second Supplemental Indenture.

Notwithstanding the foregoing, the Series 2024 Acquisition and Construction Account shall not be closed until the Reserve Release Conditions #2 shall have occurred and the excess funds from the Series 2024 Reserve Account shall have been transferred to the Series 2024 Acquisition and Construction Account, as directed in writing to the Trustee by the District Manager, and applied in accordance with the Second Supplemental Indenture. The Trustee shall not be responsible for determining the amount in the Series 2024 Acquisition and Construction Account allocable to the Assessment Area Two Project or any transfers made to such Account in accordance with direction from the District Manager.

The Trustee shall make no such transfers from the Series 2024 Acquisition and Construction Account to the Series 2024 General Redemption Subaccount if an Event of Default exists, with respect to the Series 2024 Bonds of which the Trustee has notice as described in the Master Indenture. Except as provided in the Second Supplemental Indenture, only upon presentment to the Trustee of a properly signed

requisition in substantially the form attached as an exhibit to the Second Supplemental Indenture, shall the Trustee withdraw moneys from the Series 2024 Acquisition and Construction Account

Series 2024 Reserve Account

The Indenture establishes a Series 2024 Reserve Account within the Debt Service Reserve Fund solely for the benefit of the Series 2024 Bonds. Net proceeds of the Series 2024 Bonds shall be deposited into the Series 2024 Reserve Account in the amount of the Series 2024 Reserve Requirement, and such moneys, together with any other moneys deposited into the Series 2024 Reserve Account shall be applied for the purposes provided in the Indenture.

"[Series 2024 Reserve Requirement]" or "Reserve Requirement" shall be (i) initially, an amount equal to the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; (ii) upon the occurrence of the Reserve Release Conditions #1, fifty percent (50%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time; and (iii) upon the occurrence of the Reserve Release Conditions #2, ten percent (10%) of the maximum annual debt service on the Series 2024 Bonds as calculated from time to time. Upon satisfaction of the Reserve Release Conditions #1 or Reserve Release Conditions #2, as applicable, any resulting excess amount in the Series 2024 Reserve Account shall be released from the Series 2024 Reserve Account and transferred to the Series 2024 Acquisition and Construction Account in accordance with the provisions of the Second Supplemental Indenture. For the purpose of calculating the Series 2024 Reserve Requirement, maximum annual debt service, 50% of the maximum annual debt service, or 10% of the maximum annual debt service, as the case may be, shall be recalculated in connection with the extraordinary mandatory redemption described in the Second Supplemental Indenture (but not upon the optional or mandatory sinking fund redemption thereof) and such excess amount shall be released from the Series 2024 Reserve Account and, other than as provided in the immediately preceding sentence, transferred to the Series 2024 General Redemption Subaccount or the Series 2024 Prepayment Subaccount, as applicable, in accordance with the provisions of the Second Supplemental Indenture. Amounts on deposit in the Series 2024 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2024 Bonds be used to pay principal of and interest on the Series 2024 Bonds at that time. Initially, the Series 2024 Reserve Requirement shall be equal to \$_____.

["Reserve Release Conditions #1" shall mean collectively (i) all lots subject to the Series 2024 Special Assessments have been developed, platted and conveyed to homebuilders, as certified by the District Manager in writing and upon which the Trustee may conclusively rely, and (ii) there shall be no Events of Default under the Series 2024 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.]

["Reserve Release Conditions #2" shall mean collectively (i) satisfaction of Reserve Release Conditions #1, (ii) all of the outstanding principal portion of the Series 2024 Special Assessments has been assigned to homes that have received a certificate of occupancy, and (iii) there shall be no Events of Default under the Series 2024 Indenture, all as certified by the District Manager in writing and upon which the Trustee may conclusively rely.]

Notwithstanding any provisions in the Master Indenture to the contrary, the District will covenant in the Indenture not to substitute the cash and Investment Securities on deposit in the Series 2024 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2024 Reserve Account shall remain on deposit therein.

On each March 15 and September 15 (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 2024 Reserve

Account and transfer any excess therein above the Series 2024 Reserve Requirement resulting from investment earnings to the Series 2024 Revenue Account in accordance with the provisions of the Second Supplemental Indenture.

Subject to the provisions of the Second Supplemental Indenture, on any date the District receives notice from the District Manager that any landowner wishes to prepay its Series 2024 Special Assessments relating to the benefited property of such landowner, or as a result of a mandatory true-up payment, the District shall, or shall cause the District Manager on behalf of the District, to calculate the principal amount of such Prepayment, taking into account a credit against the amount of the Series 2024 Prepayment Principal due by the amount of money in the Series 2024 Reserve Account that will exceed the Series 2024 Reserve Requirement for the Series 2024 Bonds, taking into account the proposed Prepayment. Such excess shall be transferred to the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the District, shall make such calculation within ten (10) Business Days after such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the respective landowner from the Series 2024 Reserve Account to the Series 2024 Prepayment Subaccount of the Series 2024 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2024 Bonds in accordance with the Indenture. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding any of the foregoing, amounts on deposit in the Series 2024 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holder of the Series 2024 Bonds, to the Series 2024 General Redemption Subaccount, if as a result of the application of the provisions of the Master Indenture with respect to Events of Default, the proceeds received from lands sold subject to the Series 2024 Special Assessments and applied to redeem a portion of the Series 2024 Bonds is less than the principal amount of Series 2024 Bonds indebtedness attributable to such lands.

Notwithstanding the foregoing, upon satisfaction of the Reserve Release Conditions #1 and #2, the Trustee shall deposit such excess as directed by the District Manager in writing on deposit in the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account pursuant to the provisions of the Second Supplemental Indenture. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Master Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Two Project that were not paid from moneys initially deposited in the Series 2024 Acquisition and Construction Account. In the event that there are no unreimbursed costs to pay to the Master Developer, such excess moneys transferred from the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account shall be deposited into the Series 2024 General Redemption Subaccount of the Series 2024 Bond Redemption Account upon direction to the Trustee by the District. If no completed requisition as provided in the Second Supplemental Indenture is submitted to the Trustee within thirty (30) days of moneys having been transferred from the Series 2024 Reserve Account to the Series 2024 Acquisition and Construction Account as a result of the satisfaction of the Reserve Release Conditions #1 and #2, such excess moneys in the Series 2024 Acquisition and Construction Account shall then be transferred by the Trustee to the Series 2024 General Redemption Subaccount and applied to the redemption of Series 2024 Bonds as provided in the Second Supplemental Indenture.

If the amount on deposit in the Series 2024 General Redemption Subaccount is not sufficient to redeem a principal amount of the Series 2024 Bonds in an Authorized Denomination, the Trustee is authorized to withdraw amounts from the Series 2024 Revenue Account to round up the amount in the Series 2024 General Redemption Subaccount to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2024 Revenue Account shall be made to pay interest on and/or principal of the Series 2024 Bonds for the redemption pursuant to the Second Supplemental Indenture if as a result the deposits required under the Second Supplemental Indenture cannot be made in full.

It shall be an event of default under the Indenture if at any time the amount in the Series 2024 Reserve Account is less than the Reserve Requirement therefor as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement for the Series 2024 Bonds and such amount has not been restored within thirty (30) days of such withdrawal.

Deposit and Application of the Pledged Revenues

Pursuant to the Indenture, the Trustee shall establish a separate account with the Revenue Fund designated as the "Series 2024 Revenue Account." Series 2024 Special Assessments (except for Prepayments of Series 2024 Special Assessments which shall be identified as such by the District to the Trustee and deposited in the Series 2024 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2024 Revenue Account and applied as set forth in the Indenture. The Trustee shall transfer from amounts on deposit in the Series 2024 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 Interest Payment Date, commencing [____ 1, 202_], to the Series 2024 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2024 Bonds becoming due on the next succeeding Interest Payment Date, less any amount on deposit in the Series 2024 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each November 1, commencing [____ 1, 202_], to the Series 2024 Sinking Fund Account, an amount equal to the principal amount of Series 2024 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2024 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2024 Bonds remain Outstanding, to the Series 2024 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 2024 Bonds;

FOURTH, notwithstanding the foregoing, at any time the Series 2024 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2024 Interest Account, the amount necessary to pay interest on the Series 2024 Bonds subject to redemption on such date; and

FIFTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2024 Costs of Issuance Account upon the written request of the Issuer to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2024 Bonds and next, any balance in the Series 2024 Revenue Account shall remain on deposit in such Series 2024 Revenue Account, unless needed to be transferred to the Series 2024 Prepayment Subaccount for the purposes of rounding the principal amount of a Series 2024 Bond subject to extraordinary mandatory redemption pursuant to Section 4.01(i) of the Second Supplemental Indenture to an Authorized Denomination, or unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2024 Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Investments

The Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund only in Investment Securities (as defined in the Master Indenture). The Trustee shall, as directed by the District in writing, invest moneys held in the Series 2024 Reserve Account of the Debt Service Reserve Fund in Investment

Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth in the Indenture. All securities securing investments under the Indenture shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to the Indenture, any interest and other income so received shall be deposited in the applicable Series Account of the Revenue Fund. Upon written request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the respective Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" attached hereto.

Master Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner

For purposes of the following, (a) the Series 2024 Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under a Supplemental Indenture as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments." The Master Indenture contains the following provisions which, pursuant to the Indenture, shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (herein, an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For as long as any Affected Bonds remain Outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the District shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the District, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The District has agreed in the Master Indenture that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

In the Master Indenture, the District will acknowledge and agree that, although the Affected Bonds were issued by the District, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the District has agreed in the Master Indenture that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the District has agreed in the Master Indenture that it shall not make any election,

give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) the Trustee shall have the right, but is not obligated to, (i) to the extent permitted by law, vote in any such Proceeding any and all claims of the District, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the District claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District has agreed in the Master Indenture that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein.

Events of Default and Remedies

The Master Indenture provides that each of the following shall be an "Event of Default" under the Indenture, with respect to the Series 2024 Bonds:

(a) if payment of any installment of interest on any Series 2024 Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Series 2024 Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by a Majority Holder of the Series 2024 Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Series 2024 Bond and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such

notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Series 2024 Bonds; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Series 2024 Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(g) if, at any time after eighteen months following issuance of the Series 2024 Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the District on District lands upon which the Series 2024 Special Assessments are levied to secure the Series 2024 Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred.

No Series 2024 Bonds shall be subject to acceleration. Upon occurrence and continuance of an Event of Default with respect to the Series 2024 Bonds, no optional redemption or extraordinary mandatory redemption of Series 2024 Bonds pursuant to the Indenture shall occur unless all of the Series 2024 Bonds will be redeemed or if 100% of the Holders of the Series 2024 Bonds agree to such redemption; provided, however, nothing in this paragraph shall prevent a pro rata default distribution pursuant to Section 10.12 of the Master Indenture.

If any Event of Default with respect to the Series 2024 Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holder of the Outstanding Series 2024 Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Series 2024 Bonds, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Series 2024 Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Series 2024 Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Series 2024 Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Series 2024 Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing the Series 2024 Bonds.

If any proceeding taken by the Trustee on account of any Event of Default with respect to the Series 2024 Bonds is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the

Paying Agent and the Bondholders of the Series 2024 Bonds shall be restored to their former positions and rights under the Indenture as though no such proceeding had been taken.

Subject to the provisions of the Indenture, the Majority Holder of the Outstanding Series 2024 Bonds then subject to remedial proceedings under the Master Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2024 Bonds is the collection of Series 2024 Special Assessments imposed on the District Lands in Assessment Area Two specially benefited by the Assessment Area Two Project pursuant to the Assessment Proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Series 2024 Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Orange County Tax Collector ("Tax Collector") or the Orange County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Series 2024 Special Assessments during any year. Such delays in the collection of Series 2024 Special Assessments, or complete inability to collect the Series 2024 Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds. See "BONDOWNERS' RISKS." To the extent that landowners fail to pay the Series 2024 Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds.

For the Series 2024 Special Assessments to be valid, the Series 2024 Special Assessments must meet two requirements: (1) the benefit from the Assessment Area Two Project to the lands subject to the Series 2024 Special Assessments must exceed or equal the amount of the Series 2024 Special Assessments, and (2) the Series 2024 Special Assessments must be fairly and reasonably allocated across all such benefitted properties. Pursuant to the Act and the Assessment Proceedings, the District may collect the Series 2024 Special Assessments through a variety of methods. See "BONDOWNERS' RISKS." Initially, with respect to any assessable lands which have not yet been platted or for platted lands for which the timing for using the Uniform Method will not yet allow for using of such method, the District will directly issue annual bills to landowners requiring payment of the Series 2024 Special Assessments and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" hereto. As lands are platted, the Series 2024 Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes. See also "APPENDIX A COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" attached hereto for more information on the use of the Uniform Method.

Direct Billing and Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Series 2024 Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2024 Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Series 2024 Special Assessments and the ability to foreclose the lien of such Series 2024 Special Assessments upon the failure to pay such Series 2024 Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2024 Special Assessments. See "BONDHOLDER'S RISKS."

Uniform Method Procedure

Subject to certain conditions, the District may alternatively elect to collect the Series 2024 Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2024 Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2024 Special Assessments will be collected together with City, County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Series 2024 Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2024 Special Assessments. In other words, any partial prepayment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2024 Special Assessments are to be collected pursuant to the Uniform

Method, any failure to pay any one line item, would cause the Series 2024 Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the Series 2024 Bonds.

Under the Uniform Method, if the Series 2024 Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2024 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2024 Special Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2024 Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Series 2024 Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2024 Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2024 Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2024 Special Assessments), interest, costs and charges on the real property described in the certificate.

Unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees, any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued, and at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven (7) years after the date of issuance if a tax deed has not been applied for and no other administrative or legal proceeding, including a bankruptcy, has existed of record. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates, accrued taxes, and liens of any nature against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Series 2024 Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which

include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2024 Special Assessments, which are the primary source of payment of the Series 2024 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDHOLDERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other headings of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2024 Bonds offered hereby and are set forth below. Prospective investors in the Series 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2024 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This heading does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2024 Bonds.

Concentration of Land Ownership

As of the date hereof, the Landowners own all of the assessable lands within Assessment Area Two, which are the lands that will be subject to the Series 2024 Special Assessments securing the Series 2024 Bonds. Payment of the Series 2024 Special Assessments is primarily dependent upon their timely payment by the Landowners and the other future landowners in Assessment Area Two. Non-payment of the Series 2024 Special Assessments by any of the landowners could have a substantial adverse impact upon the District's ability to pay debt service on the Series 2024 Bonds. See "THE LANDOWNERS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" herein.

Bankruptcy and Related Risks

In the event of the institution of bankruptcy or similar proceedings with respect to the Landowners or any other owner of benefited property, delays could occur in the payment of debt service on the Series 2024 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Landowners and any other landowner to pay the Series 2024 Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2024 Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of the Series 2024 Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2024 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2024 Bonds, including, without limitation, enforcement of the obligation to pay Series 2024 Special Assessments and the ability of the District to foreclose the lien of the Series 2024 Special Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available

with respect to the Series 2024 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an "Insolvent Taxpayer" (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of a Landowner" herein. The District cannot express any view whether such delegation would be enforceable.

Series 2024 Special Assessments Are Non-Recourse

The principal security for the payment of the principal and interest on the Series 2024 Bonds is the timely collection of the Series 2024 Special Assessments. The Series 2024 Special Assessments do not constitute a personal indebtedness of the landowners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Landowners or subsequent landowners will be able to pay the Series 2024 Special Assessments or that they will pay such Series 2024 Special Assessments even though financially able to do so. Neither the Landowners nor any other subsequent landowners have any personal obligation to pay the Series 2024 Special Assessments. Neither the Landowners nor any subsequent landowners are guarantors of payment of any Series 2024 Special Assessments, and the recourse for the failure of the Landowners or any subsequent landowner to pay the Series 2024 Special Assessments is limited to the collection proceedings against the land subject to such unpaid Series 2024 Special Assessments, as described herein. Therefore the likelihood of collection of the Series 2024 Special Assessments may ultimately depend on the market value of the land subject to the Series 2024 Special Assessments. While the ability of the Landowners or subsequent landowners to pay the Series 2024 Special Assessments is a relevant factor, the willingness of the Landowners or subsequent landowners to pay the Series 2024 Special Assessments, which may also be affected by the value of the land subject to the Series 2024 Special Assessments, is also an important factor in the collection of Series 2024 Special Assessments. The failure of the Landowners or subsequent landowners to pay the Series 2024 Special Assessments could render the District unable to collect delinquent Series 2024 Special Assessments and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2024 Bonds.

Regulatory and Environmental Risks

The development of the District Lands is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the District, the success of the Development, the development of Assessment Area Two and the likelihood of timely payment of principal and interest on the Series 2024 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2024 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Such information is being provided solely for informational purposes, and nothing herein or in such assessments grants any legal rights or remedies in favor of the Series 2024 Bondholders in the event any recognized environmental conditions are later found to be present on District Lands. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the lands in Assessment Area Two.

The value of the lands subject to the Series 2024 Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2024 Bonds. The Series 2024 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Economic Conditions and Changes in Development Plans

The successful development of Assessment Area Two and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Landowners. Moreover, the Landowners have the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Other Taxes and Assessments

The willingness and/or ability of an owner of benefited land to pay the Series 2024 Special Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Series 2024 Special Assessments, collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2024 Special Assessments. In addition, lands within the District may also be subject to assessments by property owners' and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" herein for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2024 Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Series 2024 Special Assessment, even though the landowner is not contesting the amount of the Series 2024 Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem assessments and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

Limited Secondary Market for Series 2024 Bonds

The Series 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2024 Bonds in the event an Owner thereof determines to solicit purchasers for the Series 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2024 Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2024 Bonds, depending on the progress of development of the Development and the lands within Assessment Area Two, as applicable, existing real estate and financial market conditions and other factors.

Inadequacy of Reserve Account

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Series 2024 Special Assessments, may not adversely affect the timely payment of debt service on the Series 2024 Bonds because of the moneys on deposit in the Series 2024 Reserve Account. The ability of the Series 2024 Reserve Account to fund deficiencies caused by delinquencies in the payment of the Series 2024 Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in the Series 2024 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Series 2024 Reserve Account to make up deficiencies. If the District has difficulty in collecting the Series 2024 Special Assessments, the moneys on deposit in the Series 2024 Reserve Account would be rapidly depleted and the ability of the District to pay debt service on the Series 2024 Bonds could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2024 Reserve Account and such other Funds, Accounts and subaccounts created under the Master Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2024 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2024 Special Assessments in order to provide for the replenishment of the Series 2024 Reserve Account. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Series 2024 Reserve Account" herein for more information about the Series 2024 Reserve Account.

Legal Delays

If the District should commence a foreclosure action against a landowner for nonpayment of Series 2024 Special Assessments that are not being collected pursuant to the Uniform Method, such landowner and/or its mortgagee(s) may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in

delays in completing the foreclosure action. In addition, the District is required under the Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request the Holders of the Series 2024 Bonds to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. Under the Code (as defined herein), there are limitations on the amounts of proceeds from the Series 2024 Bonds that can be used for such purpose.

IRS Examination and Audit Risk

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations required that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant

legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in the State with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Landowners will certify as to their expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act. Such certification by the Landowners does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of the Series 2024 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law.

Owners of the Series 2024 Bonds are advised that, if the IRS does audit the Series 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2024 Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2024 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds would adversely affect the availability of any secondary market for the Series 2024 Bonds. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2024 Bonds be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties, but because the interest rate on such Series 2024 Bonds will not be adequate to compensate Owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2024 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2024 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2024 BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2024 BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

Loss of Exemption from Securities Registration

The Series 2024 Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, because of the exemption for securities issued by political subdivisions. It is possible that federal or state regulatory authorities could in the future

determine that the District is not a political subdivision for purposes of federal and state securities laws, including without limitation as the result of a determination by the IRS, judicial or otherwise, of the District's status for purposes of the Code. In such event, the District and purchasers of Series 2024 Bonds may not be able to rely on the exemption from registration under the Securities Act relating to securities issued by political subdivisions. In that event, the Owners of the Series 2024 Bonds would need to ensure that subsequent transfers of the Series 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act and applicable state securities laws.

Federal Tax Reform

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2024 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2024 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation. See also "TAX MATTERS" herein.

State Tax Reform

It is impossible to predict what new proposals may be presented regarding tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renewed requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2024 Bonds. It should be noted that Section 190.016(14) of the Act provides in pertinent part that "[t]he state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to ... levy and collect the ... assessments ... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not in any way impair the rights or remedies of such holders."

Insufficient Resources or Other Factors Causing Failure to Complete Development

The cost to finish the Assessment Area Two Project will exceed the net proceeds from the Series 2024 Bonds. There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the Assessment Area Two Project, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete the Assessment Area Two Project. Further, the Indenture sets forth certain limitations on the issuance of additional bonds. See "SECURITY

FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Obligations " for more information.

Although the respective Developers or Landowners will agree to fund or cause to be funded the completion of their respective phases of the Assessment Area Two Project regardless of the insufficiency of proceeds from the Series 2024 Bonds and will enter into completion agreements with the District as evidence thereof, there can be no assurance that they will have sufficient resources to do so. Such obligations are unsecured, and some of such entities are special-purpose entities whose assets consist primarily of their respective interests in the Development. See "THE LANDOWNERS" herein for more information.

There are no assurances that the Assessment Area Two Project and any other remaining development work associated with Assessment Area Two will be completed. Further, there is a possibility that, even if Assessment Area Two is developed, the Builders may not close on all or any of the lots therein, and such failure to close could negatively impact the construction and sale of homes in Assessment Area Two. The Builder Contracts may also be terminated by the Builders upon the occurrence or failure to occur of certain conditions set forth therein. See "THE DEVELOPMENT – Phase 2A – Dream Finders and the Development Management and Option Agreement" and "THE DEVELOPMENT – Phase 2B – Horton and the Horton Builder Contract" herein for more information about the Builders and the Builder Contracts.

Pandemics and Other Public Health Emergencies

The COVID-19 pandemic severely impacted global financial markets, unemployment levels and commerce generally. It is possible that, in the future, the spread of epidemic or pandemic diseases and/or government health and public safety restrictions imposed in response thereto could adversely impact the District, the Landowners, the Developers, the timely and successful completion of the Development, the purchase of lots therein by the Builders and the construction and sale to purchasers of residential units therein. Such impacts could include delays in obtaining development approvals, construction delays, supply chain delays, or increased costs. See also "Economic Conditions and Changes in Development Plans" and "Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2024 Bonds.

Prepayment and Redemption Risk

In addition to being subject to optional and mandatory sinking fund redemptions, the Series 2024 Bonds are subject to extraordinary mandatory redemption, including, without limitation, as a result of prepayments of the Series 2024 Special Assessments by the Landowners or subsequent owners of the property within Assessment Area Two. Any such redemptions of the Series 2024 Bonds would be at the principal amount of such Series 2024 Bonds being redeemed plus accrued interest to the date of redemption. In such event, owners of the Series 2024 Bonds may not realize their anticipated rate of return on the Series 2024 Bonds and owners of any Premium Bonds (as defined herein) may receive less than the price they

paid for the Series 2024 Bonds. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption Provisions," "– Purchase of Series 2024 Bonds" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Prepayment of Series 2024 Special Assessments" herein for more information.

Payment of Series 2024 Special Assessments after Bank Foreclosure

In the event a bank forecloses on property because of a default on a mortgage in favor of such bank on any of the assessable lands within Assessment Area Two of the District, and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2024 Special Assessments levied on such property. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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ESTIMATED SOURCES AND USES OF FUNDS

<u>Source of Funds</u>	<u>Series 2024 Bonds</u>
Par Amount	\$ _____
[Original Issue Premium/Discount]	_____
Total Sources	\$ _____
 <u>Use of Funds</u>	
Deposit to Series 2024 Acquisition and Construction Account	\$ _____
Deposit to Series 2024 Reserve Account	_____
Costs of Issuance, including Underwriter's Discount ⁽¹⁾	_____
Total Uses	\$ _____

(1) Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2024 Bonds.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2024 Bonds:

<u>Year Ended</u> <u>November 1</u>	<u>Series 2024 Bonds</u>		<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	

*
TOTAL

* The Series 2024 Bonds mature on May 1, 20__.

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THE DISTRICT

General Information

The District was established by Ordinance No. 2924, enacted by the City Council of the City of Apopka, Florida (the "City"), effective May 18, 2022, under the provisions of the Act. The boundaries of the District include approximately 213.409 gross acres of land within the City (the "District Lands"). The District filed a boundary amendment petition on August 17, 2023 with the City that will result in a net reduction of approximately 2.328 acres from the District's boundaries. The District is located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive. The District Lands are planned to contain a 765-unit single-family residential community. See "THE DEVELOPMENT" herein for more information. The District anticipates the boundary amendment being approved by the City in the fourth quarter of 2023, but there are no assurances the boundary amendment petition will be approved.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) conservation areas, mitigation areas, and wildlife habitat; (v) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District, and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any bondholders to pursue any remedy for

enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2024 Bonds.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within ninety (90) days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within ninety (90) days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

Name	Title	Term Expires
[Seth Bennett*	Chairman	November 2026
Quint Noordstar*	Vice Chairman	November 2026
Taryn Galvin*	Assistant Secretary	November 2024
Lou Avelli**	Assistant Secretary	November 2024
Alex Gross*	Assistant Secretary	November 2024

* Employee of, or affiliated with, the Phase 2B Landowner and the Phase 2B Developer.

** Employee of, or affiliated with, Horton.][District manager to update.]

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

The District Manager and Other Consultants

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 2300 Glades Rd., Ste. #410W, Boca Raton, Florida 33431.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Greenberg Traurig, P.A., Tallahassee, Florida, as Bond Counsel; Poulos & Bennett, LLC, Orlando, Florida, as District Engineer; and Kutak Rock LLP, Tallahassee, Florida, as District Counsel. The Board has also retained the District Manager to serve as Methodology Consultant and to prepare the Assessment Methodology and to serve as Dissemination Agent for the Series 2024 Bonds.

Outstanding Bond Indebtedness

The District previously issued its Special Assessment Bonds, Series 2023 (Assessment Area One Project) (the "Series 2023 Bonds") on December 11, 2023, in the original aggregate principal amount of \$8,245,000, of which [\$ _____ was outstanding as of _____, 2024]. The Series 2023 Bonds are secured by the special assessments assigned to the lands within Assessment Area One of the District, which lands are separate and distinct from the lands within Assessment Area Two that are subject to the Series 2024 Special Assessments securing the Series 2024 Bonds.

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THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT

General

Poulos & Bennett, LLC (the "District Engineer") prepared an Engineer's Report, dated July 6, 2022 (the "Master Engineer's Report"), as supplemented by the Second Supplemental Engineer's Report for Kelly Park Community Development District, dated [November 25,] 2024 (the "Supplemental Engineer's Report" and together with the Master Engineer's Report, the "Engineer's Report"), which sets forth certain public infrastructure improvements associated with the development of the District Lands (the "Capital Improvement Plan"). In the Master Engineer's Report, the District Engineer estimated the total cost of the Capital Improvement Plan in July 2022 to be \$39,936,396, as more particularly set forth therein.

Land development for the District Lands is being phased. Phases 1A and 1B consist of 315 platted lots ("Assessment Area One"). Phase 2A consists of 33.424 acres of land which are planned for 159 lots. Phase 2B consists of 18.752 acres of land which are planned for 90 lots. Phases 2A and 2B are collectively referred to herein as "Assessment Area Two".

The District previously issued its Series 2024 Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One. Land development associated with Assessment Area One is complete and all 315 lots planned for Assessment Area One have been developed and platted. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

The Supplemental Engineer's Report sets forth certain costs necessary to develop the 249 lots planned for Phases 2A and 2B within Assessment Area Two, which costs are broken out between (i) certain master infrastructure improvements necessary to develop Assessment Area Two (the "Master Improvements"), (ii) the parcel specific infrastructure improvements necessary to develop the 159 lots planned for Phase 2A (the "Phase 2A Neighborhood Improvements"), and (iii) the parcel specific infrastructure improvements necessary to develop the 90 lots planned for Phase 2B (the "Phase 2B Neighborhood Improvements" and together with the Master Improvements and the Phase 2A Neighborhood Improvements, the "Assessment Area Two Project"). The Phase 2B Developer will be responsible for installing and funding the Master Improvements and the Phase 2B Neighborhood Improvements not funded with proceeds of the Series 2024 Bonds. The Phase 2A Landowner will be responsible for installing and funding the Phase 2A Neighborhood Improvements not funded with proceeds of the Series 2024 Bonds. The Engineer's Report estimates the total cost of the Assessment Area Two Project to be approximately \$ _____, as more particularly described below.

<u>Improvements</u>	<u>Master Infrastructure for Phases 2A & 2B</u>	<u>Dream Finders Project Area (Phase 2A)</u>	<u>Galvin Project Area (Phase 2B)</u>	<u>Totals*</u>
Ph. 1-2 Master Infrastructure	\$ _____	--	--	\$ _____
Ph. 1-2 and Mass Grading Master Infrastructure (excluding water, reclaim & sewer utility improvements and Ph. 1-3 & 2)	\$ _____	--	--	\$ _____
Enhanced Landscaping on Spine Road	\$ _____	--	--	\$ _____
Ph. 1-2 Gopher Tortoise Removal	\$ _____	--	--	\$ _____
Storm Sewer/Drainage	--	\$ _____	\$ _____	\$ _____
Roadways	--	\$ _____	\$ _____	\$ _____
Hardscape/Landscape/Irrigation	--	\$ _____	\$ _____	\$ _____
Parks	--	\$ _____	\$ _____	\$ _____

Water, Reclaim and Wastewater				
Utilities	--	\$ _____	\$ _____	\$ _____
Undergrounding of Conduit	--	\$ _____	\$ _____	\$ _____
Professional Fees (10%)		\$ _____	\$ _____	\$ _____
Contingency (15%)		\$ _____	\$ _____	\$ _____
Total		\$ _____	\$ _____	\$ _____

* Approximately \$__ million of the Assessment Area Two Project improvements are impact fee creditable.

Installation of the Master Improvements commenced in _____ 202_ and is expected to be completed by _____ 202_. Installation of the Phase 2A Neighborhood Improvements commenced in _____ 202_ with completion expected by _____ 202_. Phase 2A is expected to be platted by _____ 202_. Installation of the Phase 2B Neighborhood Improvements commenced in _____ 202_ with completion expected by _____ 202_. Phase 2B is expected to be platted by _____ 202_.

The Phase 2B Developer is responsible for installing and funding (i) the Master Improvements at an expected approximate cost of \$_____ million and (ii) the Phase 2B Neighborhood Improvements at an expected approximate cost of \$_____ million. The Phase 2A Landowner/Development Manager is responsible for installing and funding the Phase 2A Neighborhood Improvements at an expected approximate cost of \$_____ million. As of _____, 2024, approximately \$_____ million has been spent toward land development associated with Assessment Area Two.

The available net proceeds of the Series 2024 Bonds are expected to finance construction and/or acquisition of the Assessment Area Two Project from the Phase 2B Developer in the approximate amount of \$4.78 million* to finance a portion of the Master Improvements and the Phase 2B Neighborhood Improvements. The Phase 2B Developer will enter into a completion agreement at closing on the Series 2024 Bonds whereby it will agree to fund the completion of the Master Improvements and the Phase 2B Neighborhood Improvements. The Phase 2A Development Manager will enter into a completion agreement at closing on the Series 2024 Bonds whereby it will agree to fund the completion of the Phase 2A Neighborhood Improvements. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

The District anticipates issuing additional series of bonds in the future in order to finance a portion of the public infrastructure associated with the 201 lots planned for the remaining phases of land development within the District Lands. Such bonds will be secured by special assessments levied on lands which are separate and distinct from the land within Assessment Area Two. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Bonds" herein for more information.

The District Engineer has indicated that all engineering permits necessary to construct the Assessment Area Two Project have been obtained or are reasonably expected to be obtained in the ordinary course of business. In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the Development.

See "APPENDIX C: ENGINEER'S REPORT" for more information regarding the Capital Improvement Plan, including the Assessment Area Two Project.

* Preliminary, subject to change.

ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

The Master Special Assessment Methodology Report dated July 6, 2022 (the "Master Assessment Methodology"), as supplemented by the Preliminary Second Supplemental Special Assessment Methodology Report dated [November 25, 2024] (the "Supplemental Assessment Methodology" and together with the Master Assessment Methodology, the "Assessment Methodology"), which allocates the Series 2024 Special Assessments to certain lands in the District, has been prepared by Wrathell, Hunt & Associates, LLC, Boca Raton, Florida (the "Methodology Consultant"). See "EXPERTS" herein for more information. The Assessment Methodology is included herein as APPENDIX D. Once the final terms of the Series 2024 Bonds are determined, the Supplemental Methodology will be revised to reflect such final terms. Once levied and imposed, the Series 2024 Special Assessments will be first liens on the assessable lands within the District against which they are assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

The Series 2024 Bonds will be secured by the Series 2024 Special Assessments, which will initially be levied on approximately 52.176 acres of land within the District ("Assessment Area Two") as such lands are further described herein and in the Assessment Methodology. Series 2024 Special Assessments securing approximately \$3,460,563 of the principal amount of the Series 2024 Bonds will be assigned to the approximately 33.424 acres in Phase 2A. As lots in Phase 2A are platted, the Series 2024 Special Assessments assigned to Phase 2 A will be assigned to the 159 lots planned for Phase 2A on a first-platted, first-assigned basis. The remaining Series 2024 Special Assessments securing approximately \$1,999,437 of the principal amount of the Series 2024 Bonds will initially be assigned to the approximately 18.752 remaining acres in Assessment Area Two. As lots are platted within Phase 2B, the Series 2024 Special Assessments within Phase 2B will be assigned on a first platted, first assigned basis to the 90 lots planned for Phase 2B. Additional Bonds are expected to be issued to finance the remaining lots planned for the District outside of Assessment Area Two. Upon platting, the expected annual Series 2024 Special Assessments and Series 2024 Bonds par debt per unit are set forth below. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information.

<u>Product Type</u>	<u>No. of Units</u>	Annual Series 2024 Special Assessments <u>Per Unit*</u>	Series 2024 Bonds Par <u>Debt Per Unit*</u>
Phase 2A			
Single-Family 40'	14	\$1,200	\$17,089
Single-Family 52'	145	\$1,560	\$22,216
Phase 2B			
Single-Family 52'	<u>90</u>	\$1,560	\$22,216
Total	249		

* Preliminary, subject to change. When collected via the Uniform Method, the net annual Series 2024 Special Assessment amounts shown above will be subject to a gross up to account for estimated County collection costs and early payment discounts, which may fluctuate. Series 2024 Special Assessment amounts shown above assume certain contributions of infrastructure. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information.

The District anticipates levying assessments to cover its operation and administrative costs that are initially are expected to range from approximately [\$1,200 to \$1,500] per residential unit annually, but such amount subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the Development in 2024 was approximately 16.2927 mills. These taxes would be payable in addition to the Series 2024 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit

applies, the City, the County, and the School District of Orange County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in 2024. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including applicable homeowners' association fees.

Set forth below is a depiction of Assessment Area Two.

[add sketch]

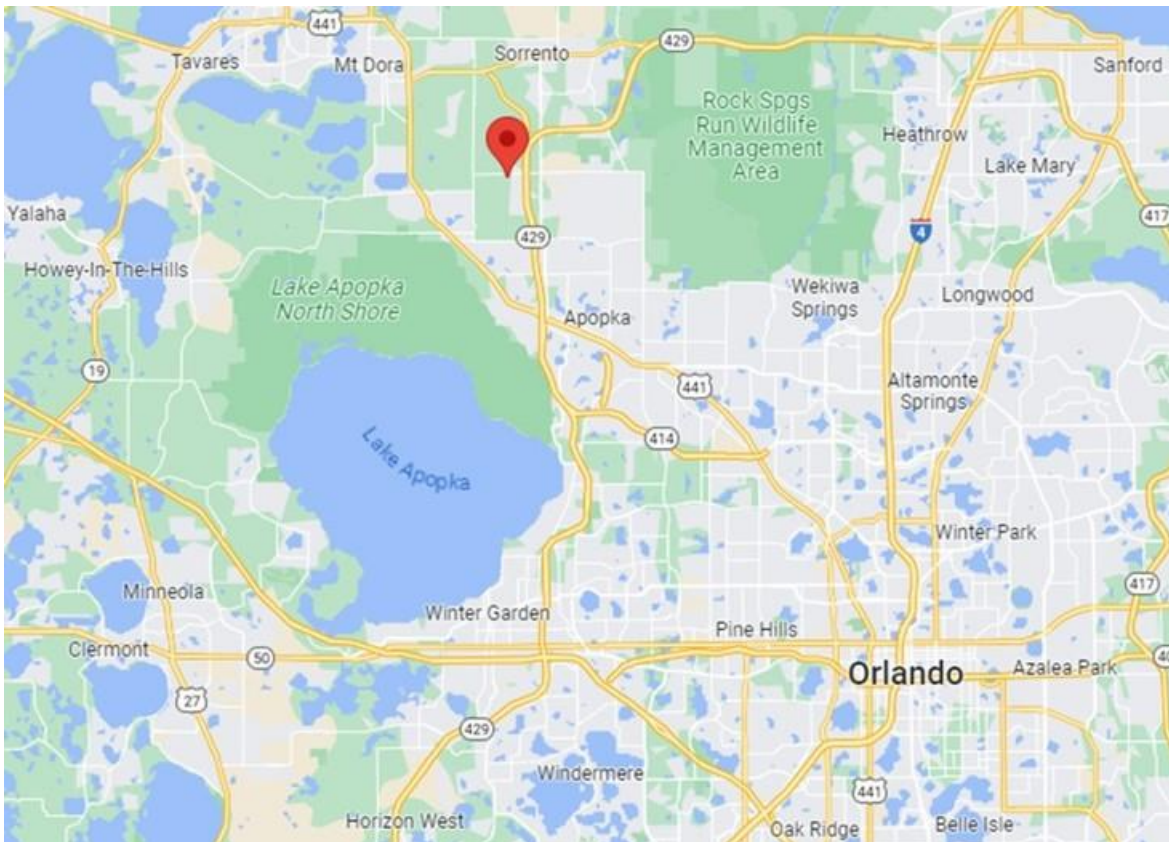
[Remainder of page intentionally left blank.]

The information appearing below under the captions "THE DEVELOPMENT" and "THE LANDOWNERS AND THE DEVELOPERS" has been furnished by the Landowners and the Developers for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no persons other than the Landowners and the Developers make any representation or warranty as to the accuracy or completeness of such information supplied by them. The following information is provided by the Landowners and the Developers as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Landowners and the Developers are not guaranteeing payment of the Series 2024 Bonds or the Series 2024 Special Assessments.

THE DEVELOPMENT

Overview

The District consists of approximately [211.081] gross acres (collectively, the "District Lands"), located in the City of Apopka (the "City") within Orange County, Florida (the "County"). The District Lands are planned for 765 single-family residential units and are part of a larger development being developed under the name of "Crossroads at Kelly Park" (as described more herein, the "Development"). The Development is located south of Ondich Road, east of Round Lake Road, north of West Kelly Park Road, and west of Effie Drive. The Development is located approximately 0.5 miles west of State Road 429, which provides access to Downtown Orlando approximately 20 miles to the southeast. The District filed a boundary amendment petition on August 17, 2023 with the City that will result in a net reduction of approximately 2.328 acres from the District's boundaries. Set forth below is a map that shows the generally location of the Development. [was Ordinance amended?]



Adjacent to the District Lands, and part of the Development, are two approximate 15 acre parcels that are planned for two apartment projects totaling approximately 624 multi-family units. The two parcels were sold by Kelly Park Land Investments, LLC and an affiliate to Integra Land Company and an affiliate of D.R. Horton in May 2023 and July 2023, respectively, for approximately \$9 million and \$10.25 million respectively. Both projects are under development. [status?]

Land development for the District Lands is being phased. Phases 1A and 1B consist of 315 [platted lots] ("Assessment Area One") [is Phase 1B platted?]. Phase 2A consists of approximately 33.424 acres of land which are planned for 159 lots. Phase 2B consists of approximately 18.752 acres of land which are planned for 90 lots. Phases 2A and 2B are collectively referred to herein as "Assessment Area Two".

The District previously issued its Series 2023 Bonds in order to finance a portion of the public infrastructure improvements associated with Assessment Area One. Land development associated with Assessment Area One is complete and all 315 lots planned for Assessment Area One have been developed [and platted]. See "THE DEVELOPMENT – Update on Assessment Area One" herein for more information.

The Engineer's Report sets forth certain costs necessary to develop the 249 lots planned for Phases 2A and 2B, which costs are broken out between (i) certain master infrastructure improvements necessary to develop Phases 2A and 2B within Assessment Area Two (the "Master Improvements"), (ii) the parcel specific infrastructure improvements necessary to develop the 159 lots planned for Phase 2A (the "Phase 2A Neighborhood Improvements"), and (iii) the parcel specific infrastructure improvements necessary to develop the 90 lots planned for Phase 2B (the "Phase 2B Neighborhood Improvements" and collectively, the "Assessment Area Two Project"). The Phase 2B Developer will be responsible for installing and funding the Master Improvements and the Phase 2B Neighborhood Improvements not funded with proceeds of the Series 2024 Bonds. The Phase 2A Landowner will be responsible for installing and funding the Phase 2A Neighborhood Improvements not funded with proceeds of the Series 2024 Bonds. The Series 2024 Bonds are being issued to finance a portion of the Assessment Area Two Project. See "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT" herein for more information.

The Series 2024 Bonds will be secured by the Series 2024 Special Assessments, which will initially be levied on approximately 52.176 acres of land within the District ("Assessment Area Two") as such lands are further described herein and in the Assessment Methodology. Series 2024 Special Assessments securing approximately \$3,460,563* of the principal amount of the Series 2024 Bonds will be assigned to the approximately 33.424 acres in Phase 2A. As lots in Phase 2A are platted, the Series 2024 Special Assessments assigned to Phase 2 A will be assigned to the 159 lots planned for Phase 2A on a first-platted, first-assigned basis. The remaining Series 2024 Special Assessments securing approximately \$1,999,437* of the principal amount of the Series 2024 Bonds will initially be assigned to the approximately 18.752 remaining acres in Assessment Area Two. As lots are platted within Phase 2B, the Series 2024 Special Assessments within Phase 2B will be assigned on a first platted, first assigned basis to the 90 lots planned for Phase 2B. Additional Bonds are expected to be issued to finance the remaining lots planned for the District outside of Assessment Area Two. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS – Additional Obligations" herein for more information.

JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), owns all of the land in Phase 2A and is serving as a land banker for Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders", the "Phase 2A Development Manager" or the "Phase 2A Builder").

* Preliminary, subject to change.

The Phase 2A Landowner and Dream Finders have entered into the Development Management Agreement (as defined herein) and the Option Agreement (as defined herein) whereby Dream Finders is managing the development of Phase 2A and has the right to purchase developed lots from the Phase 2A Landowner for the construction and sale of single family homes. See "THE LANDOWNERS AND THE DEVELOPERS" and "THE DEVELOPMENT – Phase 2A – Dream Finders and the Development Management and Option Agreement" herein for more information.

Galvin Land Services, LLC, a Florida limited liability company, and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Landowners"), own the Phase 2B lands within Assessment Area Two. The Phase 2B Landowner along with another affiliate have entered into the Horton Builder Contract (as defined herein) with D.R. Horton, Inc., a Delaware corporation ("Horton" or the "Phase 2B Builder" and together with Dream Finders, the "Builders") for the sale of 432 lots in the District, including all 90 lots planned for Phase 2B in a series of takedowns upon development completion. Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Master Developer" or the "Phase 2B Developer"), is serving as the master developer of the Development, including the lands in Phase 2B. The Phase 2B Developer and the Phase 2A Development Manager are sometimes collectively referred to herein as the "Developers." See "THE LANDOWNERS AND THE DEVELOPERS" and "THE DEVELOPMENT – Phase 2B – Horton and the Horton Builder Contract" herein for more information.

Assessment Area Two is expected to contain single-family homes on both forty-foot wide lots and fifty-two foot wide lots. Homes within Assessment Area Two are expected to range in size from approximately 1,571 square feet to approximately 2,890 square feet, with price points ranging from approximately [\$384,990 to approximately \$514,990]. Target customers for homes within Assessment Area Two are primarily first-time homebuyers and move-up buyers. See "—Residential Product Offerings" herein.

Set forth below is a recent aerial photograph of the Development.

[insert update aerial]

Update on Assessment Area One

The District previously issued its Series 2023 Bonds to finance a portion of the Assessment Area One Project. Land development in Assessment Area One is complete and all 315 lots planned for Assessment Area One have been developed [and platted] [and closed with the Builders]. As of [____], 2024, approximately ___ homes have closed with homebuyers and an additional ___ homes are under contract pending closing.

Land Acquisition and Development Finance Plan

Acquisition of District Lands

[The District Lands were acquired in a series of transactions in 2021. First, one of the Phase 2B Landowner entities (Galvin Land Services, LLC) acquired approximately 94 acres in the District on July 19, 2021 for an aggregate purchase price of \$8,492,261.40. Second, the other Phase 2B Landowner (Kelly Park Land Park Investments, LLC) acquired approximately 94 acres in the District on September 20, 2021 for an aggregate purchase price of approximately \$21,600,000.]

[There is a mortgage on the Assessment Area Two lands (excluding the Phase 2A land) in favor of Horton, which secures a deposit in the amount of \$5,122,148 which was released to the Phase 2B Landowner and an affiliate. See "Phase 2B – Horton and the Horton Builder Contract" herein for more information.] [In addition, the lands in Phase 2A are subject to a mortgage in favor of Flagstar Bank, N.A. which secures a revolving acquisition and development loan to the Phase 2A Landowner in the original aggregate principal amount of \$_____ (the "Phase 2A Loan"). As of [____], 2024, approximately \$_____ was outstanding under the Phase 2A Loan. The Phase 2A Loan accrues interest at the prime rate determined by the bank plus 50 basis points. The Phase 2A Loan requires monthly interest-only payments until maturity on September 29, 2025, subject to two six-month extension options.] [this was for 1A but there is now a different landbank for 2A, so need to double check]

[Kelly Park Land Investments, LLC and another unrelated entity acquired the remaining District Lands (all of which are outside of Assessment Area Two) in December 2021.]

Sale of Phase 2A

The Phase 2B Landowner sold the approximately 33.424 acres comprising Phase 2A to the Phase 2A Landowner in December 2023 for an aggregate purchase price of \$6,500,000.

Development Finance Plan

The Phase 2B Developer is responsible for installing and funding (i) the Master Improvements at an expected approximate cost of \$____ million and (ii) the Phase 2B Neighborhood Improvements at an expected approximate cost of \$____ million. The Phase 2A Landowner/Development Manager is responsible for installing and funding the Phase 2A Neighborhood Improvements at an expected approximate cost of \$____ million. As of _____, 2024, approximately \$____ million has been spent toward land development associated with Assessment Area Two.

The available net proceeds of the Series 2024 Bonds are expected to finance construction and/or acquisition of the Assessment Area Two Project from the Phase 2B Developer in the approximate amount of \$4.78 million* to finance a portion of the Master Improvements and the Phase 2A Neighborhood Improvements. The Phase 2B Developer will enter into a completion agreement at closing on the Series 2024 Bonds whereby it will agree to fund the completion of the Master Improvements and the Phase 2B Neighborhood Improvements. The Phase 2A Development Manager will enter into a completion agreement at closing on the Series 2024 Bonds whereby it will agree to fund the completion of the Phase 2A Neighborhood Improvements. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Additionally, the Phase 2B Developer is entitled to approximately \$____ million in impact fee credits for master infrastructure and roadway improvements.

Development Plan and Status

Installation of the Master Improvements commenced in _____ 202_ and is expected to be completed by _____ 202_. Such Master Improvements include [off site utilities extension from Golden Gem, Kelly Park Road intersection improvements, Ondich Road turn lane installation, and the portion of the Development's spine road which provides access to and runs through Assessment Area Two.]

* Preliminary, subject to change.

Installation of the Phase 2A Neighborhood Improvements commenced in _____ 202_ with completion expected by _____ 202_, at which point lot takedowns by Dream Finders are expected to commence along with marketing and construction of homes. A plat for the 159 lots planned for Phase 2A is expected to be recorded by _____ 202_.

Installation of the Phase 2B Neighborhood Improvements commenced in _____ 202_ with completion expected by _____ 202_, at which point deliveries to Horton are expected to commence and sales and vertical construction will subsequently follow. A plat for the 90 lots planned for Phase 2B is expected to be recorded by _____ 202_.

The Phase 2B Landowner estimates that approximately ____ homes within Assessment Area Two will close with purchasers per annum until buildout, commencing in the _____ quarter of 202_. These anticipated absorption rates are based upon estimates and assumptions made by the Phase 2B Landowner that are inherently uncertain, though considered reasonable by the Phase 2B Landowner, and are subject to significant business, economic, and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Phase 2B Landowner. As a result, there can be no assurance such absorption rate will occur or be realized in the time frame anticipated.

Phase 2A – Dream Finders and the Development Management and Option Agreement

JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), owns all of the land in Phase 2A and is serving as a land banker for Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders", the "Phase 2A Development Manager" or the "Phase 2A Builder"). The Phase 2A Landowner acquired the approximately 33.424 acres comprising Phase 2A in _____ 202_ for an aggregate purchase price of \$_____. The Phase 2A Landowner and Dream Finders have entered into the Development Management Agreement and the Option Agreement whereby Dream Finders is managing the development of Phase 2A and has the right to purchase developed lots from the Phase 2A Landowner for the construction and sale of single family homes.

The Phase 2A Landowner has entered into a Development Management Agreement dated _____, 202_ (the "Development Management Agreement") with Dream Finders pursuant to which the Dream Finders will manage all aspects of the development of the Phase 2A land and the Phase 2A Landowner is obligated to reimburse Dream Finders for such development costs, subject to the provisions of the Development Management Agreement.

The Phase 2A Landowner and Dream Finders entered into a Lot Purchase and Sale Option Agreement dated _____, 202_ (the "Option Agreement"). Pursuant to the Option Agreement, Dream Finders has the right to acquire the 159 residential units planned for Phase 2A for \$_____ (or \$_____ per single-family lot), subject to quarterly interest payments on the outstanding balance and adjustment as set forth in the Option Agreement. Dream Finders has paid the Phases 2A Landowner a deposit of \$_____. Pursuant to the Option Agreement, takedowns are scheduled to commence _____, 202_ at a rate of ____ lots per quarter, ending on _____, 202_. See "BONDOWNERS' RISKS - Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

See "THE LANDOWNERS AND DEVELOPERS" herein for more information on Dream Finders.

Phase 2B – Horton and the Horton Builder Contract

The Phase 2B Landowner and an affiliate have entered into a Lot Purchase Agreement dated December 14, 2021, as amended (as amended, the "Horton Builder Contract" and together with the Dream Finders Option Agreement, the "Builder Contracts") with D.R. Horton, Inc., a Delaware corporation

("Horton"), for the sale of 432 lots located in the District, including (i) 140 lots within Phase 1B and (ii) all 90 lots planned for Phase 2B in a series of takedowns upon development completion. The Horton Builder Contract provides for a base purchase price for each 40' lot of \$86,400, for each 52' lot of \$112,340 and for each 56' lot of \$120,960, subject to annual increases of 4% beginning one year after the initial takedown and further adjustment as set forth in the Horton Builder Contract. The total expected consideration from the sale of all 90 lots planned for Phase 2B is approximately \$_____.

Horton has made a deposit of \$5,122,148, which deposit has been released to the Phase 2B Landowner and an affiliate. The deposit is secured by a mortgage on the District Lands subject to the Horton Builder Contract. The inspection period under the Horton Builder Contract has passed.

Lots are scheduled to be purchased in annual takedowns. The first takedown under the Horton Builder Contract occurred in _____ 2024 covered [all 140] of the lots in Phase 1B. The Phase 2B Landowner expects that the takedown for [all 90] lots planned for Phase 2B will occur in _____ 202_. In the event the Phase 2B Landowner is not able to satisfy the conditions in the Horton Builder Contract, there is a risk that Horton will not close on any additional lots within the District. Under the Horton Builder Contract, the Phase 2B Landowner is required to construct recreation amenities that cost no less than \$1,500,000 and an entrance feature at the entrance to the subdivision that costs no less than \$500,000, and certain other construction related obligations. [status?] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein.

Horton's common stock trades on the New York Stock Exchange under the symbol DHI. Horton is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the "SEC"). Such filings, particularly Horton's annual and quarterly reports filed on Form 10-K and Form 10-Q, set forth certain data relative to the consolidated results of operations and financial position of Horton and its subsidiaries as of such date. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Horton. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Horton pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in such manner as the SEC prescribes.

Residential Product Offerings

The following table reflects the Landowners' current expectations for the homes to be constructed in Assessment Area Two, all of which are subject to change:

Product	Est. Home Sizes (sf)	Bedrooms / Bathrooms	Expected Starting Home Price
Single-Family 40'	1,571 – 2,807	3-2 / 4-2	\$384,990
Single-Family 52'	1,672 – 2,890	4-2 / 5-3	\$444,990

Development Approvals

[any material development obligations?]

[Please confirm transportation and school concurrency and utility access.]

[any outstanding permits?]

The Development is zoned to allow for the development uses contemplated herein and the District Engineer has certified that all permits and approvals for Assessment Area Two by jurisdictional agencies to allow for the development contemplated herein have been received or are expected to be received in the ordinary course. See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein and "APPENDIX C: ENGINEER'S REPORT" hereto.

The Phase 2B Landowner and an affiliate entered into a recorded Development Agreement with the City which sets forth certain development obligations for land in the District planned for approximately 675 lots, including payment obligations of approximately \$[2.7] million. As of the date hereof, approximately \$___ million has been paid with the remainder due when work commences on Kelly Park Road turn lanes which is expected in the [summer of 2024]. All of the work is reimbursable from Builders impact fee credits. [update on status?]

In addition, approximately \$[1.4] million is due under multiple school mitigation agreements for the [675] lots planned for the District lands in three equal installments. The first installment was due at the earlier of plat approval and the receipt of vertical building permits, which occurred in the _____ quarter of 2024, with the second installment due a year later and the third installment due a year after the second installment. The Builders are obligated to pay or reimburse these fees under the Builder Contracts.

The Phase 2B Landowner and affiliate(s) have entered into additional development agreements with the City in connection with lands [within Assessment Area Two / the District]. These agreements impose both development and financial obligations on the Phase 2B Landowner and affiliate(s) and include certain lien rights in the City with respect to certain lands [associated with Assessment Area Two]. [last deal we just said this was outside of AA1, but if AA2 is affected we need more info]

Environmental

A Phase I Environmental Site Assessment was performed on the District Lands, along with certain additional lands, in May 2021 (the "Phase I ESA"). The Phase I ESA revealed no Recognized Environmental Conditions in connection with such lands. [confirm once legals for AA2 received.] See "BONDOWNERS' RISKS – Regulatory and Environmental Risks" herein for more information.

Amenities

The Development is expected to contain two separate amenity sites. The first amenity will contain a pool and cabana. The Phase 2B Developer [commenced] construction of this amenity in [August] 2024 and is expected to complete construction in [May 2025] at an approximate cost of [\$500,000]. The second site is planned to contain an approximately 2,320 square foot clubhouse, a resort style pool, tot lot, dog park and pickle ball court. Construction of this amenity site is expected to be complete in [2027] at a total cost of approximately \$[1.5] million.

Utilities

The City will provide water and sewer service to the Development. Duke will provide electrical service to the Development. See "APPENDIX C: ENGINEER'S REPORT" attached hereto for more information regarding the ownership and maintenance of utilities within the Development.

Taxes, Fees and Assessments

The Series 2024 Bonds will be secured by the Series 2024 Special Assessments, which will initially be levied on approximately 52.176 acres of land within the District ("Assessment Area Two") as such lands

are further described herein and in the Assessment Methodology. Series 2024 Special Assessments securing approximately \$3,460,563 of the principal amount of the Series 2024 Bonds will be assigned to the approximately 33.424 acres in Phase 2A. As lots in Phase 2A are platted, the Series 2024 Special Assessments assigned to Phase 2 A will be assigned to the 159 lots planned for Phase 2A on a first-platted, first-assigned basis. The remaining Series 2024 Special Assessments securing approximately \$1,999,437 of the principal amount of the Series 2024 Bonds will initially be assigned to the approximately 18.752 remaining acres in Assessment Area Two. As lots are platted within Phase 2B, the Series 2024 Special Assessments within Phase 2B will be assigned on a first platted, first assigned basis to the 90 lots planned for Phase 2B. Additional Bonds are expected to be issued to finance the remaining lots planned for the District outside of Assessment Area Two. Upon platting, the expected annual Series 2024 Special Assessments and Series 2024 Bonds par debt per unit are set forth below. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information.

<u>Product Type</u>	<u>No. of Units</u>	<u>Annual Series 2024 Special Assessments Per Unit*</u>	<u>Series 2024 Bonds Par Debt Per Unit*</u>
Phase 2A			
Single-Family 40'	14	\$1,200	\$17,089
Single-Family 52'	145	\$1,560	\$22,216
Phase 2B			
Single-Family 52'	<u>90</u>	\$1,560	\$22,216
Total	249		

* Preliminary, subject to change. When collected via the Uniform Method, the net annual Series 2024 Special Assessment amounts shown above will be subject to a gross up to account for estimated County collection costs and early payment discounts, which may fluctuate. Series 2024 Special Assessment amounts shown above assume certain contributions of infrastructure. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein for more information.

The District anticipates levying assessments to cover its operation and administrative costs that are initially are expected to range from approximately [\$1,200 to \$1,500] per residential unit annually, but such amount subject to change. In addition, residents will be required to pay homeowners' association fees which are currently estimated to be approximately [\$1,040] per residential unit annually, which amount is subject to change. The land within the District has been and will continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate applicable to lands within the Development in 2024 was approximately 16.2927 mills. These taxes would be payable in addition to the Series 2024 Special Assessments and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the City, the County, and the School District of Orange County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in 2024.

Education

School age residents of the Development are expected to attend Wolf Lake Elementary School, Wolf Lake Middle School and Apopka High School, which are located approximately 2.9 miles, 3.1 miles and 5.8 miles away from the Development, respectively, and received grades of A, A, and B, respectively, by the Florida Department of Education in 2024. The Orange County School Board may change school boundaries from time to time, and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

Competition

The Development and is expected to compete with projects in the northern portion of the County market generally, which include Parkview Preserve, Bridle Path, Westridge Park, The Oaks at Kelly Park and Ridge at Apopka. The foregoing does not purport to summarize all of the existing or planned communities in the area of the Development.

Landowner/Developer Agreements

Each of the Developers will enter into completion agreements that will obligate them to complete their respective portions of the Assessment Area Two Project. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete Development" herein. In addition, each of the Developers, joined by the Landowners, will execute and deliver to the District Collateral Assignment Agreement (collectively, the "Collateral Assignments") for their respective parcels, pursuant to which they will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by them development rights relating to the related Assessment Area Two Project. That said, the Phase 2B Landowners have previously granted similar rights ("Prior Collateral Assignments") in connection with the issuance of the Series 2023 Bonds, and such rights under such Prior Collateral Assignments are superior to and may take priority over the rights granted under the Collateral Assignment. In addition, any mortgagees [or Builders] may have certain development rights and other rights assigned to it under the terms of their mortgage [or Builder Contract] relating to the Development, which may be superior to such rights that might otherwise be assigned to the District under the terms of the Collateral Assignment. Notwithstanding such Collateral Assignments, in the event the District forecloses on the lands subject to the Series 2024 Special Assessments as a result of a Landowner's or subsequent landowners' failure to pay such assessments, there is a risk that the District will not have all permits and entitlements necessary to complete the Assessment Area Two Project or the development of the Assessment Area Two. Finally, each of the Landowners will also enter into a True-Up Agreement in connection with their respective obligations to pay true-up payments in the event that debt levels remaining on unplatted lands in their parcels of Assessment Area Two increase above the maximum debt levels set forth in the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY REPORT" herein for additional information regarding the "true-up mechanism." The above obligations are unsecured, and the Phase 2B Developer is a special-purpose entity whose assets consist primarily of its interests in the Development. See "THE LANDOWNERS AND THE DEVELOPERS" herein for more information regarding the Landowners.

THE LANDOWNERS AND THE DEVELOPERS

Phase 2A

JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), owns all of the land in Phase 2A and is serving as a land banker for Dream Finders Homes, LLC, a Florida limited liability company ("Dream Finders", the "Phase 2A Development Manager" or the "Phase 2A Builder"). The Phase 2A Landowner and Dream Finders have entered into the Development Management Agreement and the Option Agreement whereby Dream Finders is managing the development of Phase 2A and has the right to purchase developed lots from the Phase 2A Landowner for the construction and sale of single family homes. See "THE DEVELOPMENT – Dream Finders and the Development Management and Option Agreements" herein for more information.

[JEN org info]

Dream Finder's stock trades on the NASDAQ under the symbol DFH. Dream Finders is subject to the informational requirements of the Exchange Act, and in accordance therewith is obligated to file reports, proxy statements, and other information, including financial statements, with the Securities and Exchange Commission (the "SEC"). The SEC file number for Dream Finder Homes is 00139916. Such reports, proxy statements, and other information are available at the SEC's internet website at <http://www.sec.gov>. All documents subsequently filed by Dream Finders pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Phase 2B

Galvin Land Services, LLC, a Florida limited liability company, and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Landowners"), own the remaining lands within Assessment Area Two. The Phase 2B Landowner along with another affiliate have entered into the Horton Builder Contract with D.R. Horton for the sale of 432 lots in the District, including all 90 lots planned for Phase 2B in a series of takedowns upon development completion. See "THE DEVELOPMENT – Phase 2B Horton and the Horton Builder Contract" for more information. Galvin-Harris Land Services, LLC, a Florida limited liability company (the "Master Developer" or the "Phase 2B Developer"), is serving as the master developer of the Development, including the lands in Phase 2B.

Galvin Land Services, LLC and Kelly Park Land Investments, LLC were both organized as Florida limited liability companies on August 26, 2019 and April 22, 2021, respectively. Mike Galvin is the sole member and manager of both entities. The Phase 2B Developer was organized as a Florida limited liability company on January 4, 2022. Mike Galvin is the sole manager of the Phase 2B Developer which is half owned by Galvin Land Services, LLC and half owned by Harris Realty LLC, a Delaware limited liability company.

Mr. Galvin has been president/owner of his own real estate company since 2008. He has completed projects with over 1,000 lots (over 5,000 entitled lots) and is currently developing projects with over 1,000 additional lots (over 5,000 additional entitled lots). Prior to starting his own company in 2008, Mr. Galvin previously worked as land acquisition and entitlement manager for Seybold Associates for five years. Mr. Galvin holds a Bachelor of Science in Geographic Information Systems from California State University, Chino.

Neither the Landowners nor any of the other entities listed above are guaranteeing payment of the Series 2024 Bonds or the Series 2024 Special Assessments. None of the entities listed herein, other than the Landowners, has entered into any agreements in connection with the issuance of the Series 2024 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements that the District must continue to meet after the issuance of the Series 2024 Bonds in order that the interest on the Series 2024 Bonds be and remain excludable from gross income for federal income tax purposes. The District's failure to meet these requirements may cause the interest on the Series 2024 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2024 Bonds. The District has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2024 Bonds.

In the opinion of Greenberg Traurig, P.A., Bond Counsel, assuming the accuracy of certain representations and certifications and continuing compliance by the District with the tax covenants referred to above, under existing statutes, regulations, rulings, and court decisions, the interest on the Series 2024 Bonds is excludable from gross income of the holders thereof for federal income tax purposes; and, further, interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Series 2024 Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the Series 2024 Bonds and the interest thereon are not subject to taxation under the laws of the State, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income, or profits on debt obligations owned by corporations as defined in said Chapter 220. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the status of interest on the Series 2024 Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Series 2024 Bonds will be based on and will assume the accuracy of certain representations and certifications of the District [and the Landowners], and compliance with certain covenants of the District to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2024 Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Series 2024 Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Series 2024 Bonds, or the ownership or disposition of the Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2024 Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Series 2024 Bonds, (iii) the inclusion of the interest on the Series 2024 Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Series 2024 Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Series 2024 Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Series 2024 Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates and (vii) receipt of certain investment income, including interest on the Series 2024 Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

Bond Counsel's opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of issuance of the Series 2024 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and

is not binding on the IRS or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Premium

Certain of the Series 2024 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (*i.e.*, for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2024 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Series 2024 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced, or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or state tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Series 2024 Bonds, or adversely affect the market price or marketability of the Series 2024 Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Series 2024 Bonds and proceeds from the sale of Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This withholding generally applies if the owner of Series 2024 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2024 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

SUITABILITY FOR INVESTMENT

In accordance with applicable provisions of Florida law, the Series 2024 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2024 Bonds. Investment in the Series 2024 Bonds poses certain economic risks. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2024 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2024 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

The District

There is no litigation of any nature now pending or, to the knowledge of the District, threatened against the District and seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2024 Bonds, or in any way contesting or affecting (i) the validity of the Series 2024 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2024 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

The Landowners

The Landowners have represented that there is no litigation of any nature now pending or, to the knowledge of the Landowners, threatened against the Landowners, which could reasonably be expected to have a material and adverse effect upon the completion of the Assessment Area Two Project or the development of Assessment Area Two as described herein, materially and adversely affect the ability of the Landowners to pay the Series 2024 Special Assessments imposed against the land within Assessment Area Two of the District owned by the Landowners or materially and adversely affect the ability of the Landowners to perform its various obligations described in this Limited Offering Memorandum.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Consulting Engineer, the District Manager/Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (which has retained Trustee's counsel), with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Except for the payment of certain fees to District Counsel, the Consulting Engineer and the District Manager, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2024 Bonds.

NO RATING

No application for a rating for the Series 2024 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2024 Bonds would have been obtained if application had been made.

EXPERTS

The Engineer's Report attached as APPENDIX C to this Limited Offering Memorandum has been prepared by Poulos & Bennett, LLC, Orlando, Florida, the District Engineer. APPENDIX C should be read

in its entirety for complete information with respect to the subjects discussed therein. Wrathell, Hunt & Associates, LLC, Boca Raton, Florida, as Methodology Consultant, has prepared the Assessment Methodology set forth as APPENDIX D attached hereto. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein. As a condition to closing on the Series 2024 Bonds, both the District Engineer and the Methodology Consultant will consent to the inclusion of their reports in this Limited Offering Memorandum.

FINANCIAL INFORMATION

This District will covenant in the Disclosure Agreement (as hereinafter defined), the proposed form of which is set forth in APPENDIX E hereto, to provide its annual audited financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system as described in APPENDIX E, commencing with the audit for the District fiscal year ending September 30, 2025. [Attached hereto as APPENDIX F is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2024, as well as the District's unaudited monthly financial statements for the period ended [___], 2024. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum.] [The District does not have audited financial statements because the District has not yet met the threshold under State law requiring an audit.] The Series 2024 Bonds are not general obligation bonds of the District and are payable solely from the Series 2024 Pledged Revenues.

By the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). The District is not and has never been in default as to principal or interest on its bonds or other debt obligations since December 31, 1975.

CONTINUING DISCLOSURE

The District and the Landowners will enter into the Continuing Disclosure Agreement (the "Disclosure Agreement") in the proposed form of APPENDIX E, for the benefit of the Series 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds), to provide certain financial information and operating data relating to the District and the development of the Assessment Area Two lands by certain dates prescribed in the Disclosure Agreement and to provide notice of certain enumerated material events (the "Reports") with the MSRB through the MSRB's EMMA system. The specific nature of the information to be contained in the Reports is set forth in "APPENDIX E: PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT." Under certain circumstances, the failure of the District or the Landowners to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an Event of Default under the

Indenture, but such event of default under the Disclosure Agreement would allow the Series 2024 Bondholders (including owners of beneficial interests in such Series 2024 Bonds), as applicable, to bring an action for specific performance.

The District has previously entered into a continuing disclosure undertakings pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Series 2023 Bonds. [A review of filings made pursuant to such prior undertaking indicates that the District has not materially failed to comply with its requirements thereunder within the last five years.] The District will appoint the District Manager as the dissemination agent in the Disclosure Agreement and anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement.

[The Phase 2A Landowner has not previously entered into any continuing disclosure obligations pursuant to the Rule.] The Phase 2B Landowner has previously entered into a continuing disclosure undertaking pursuant to the Rule with respect to bonds issued by another community development district. [A review of filings made pursuant to such prior undertaking indicates that the Phase 2B Landowner has not materially failed to comply with the requirements thereunder.] The Landowners anticipate satisfying all disclosure obligations required pursuant to the Disclosure Agreement and the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase the Series 2024 Bonds from the District at a purchase price of \$_____ (par amount of the Series 2024 Bonds, [plus/less net original issue premium/discount of \$_____ and] and less an Underwriter's discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and, subject to satisfaction or waiver of such conditions, the Underwriter will be obligated to purchase all of the Series 2024 Bonds if any Series 2024 Bonds are purchased.

The Underwriter intends to offer the Series 2024 Bonds to accredited investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2024 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Bonds issued pursuant to the terms of the Master Indenture have been validated by a judgment of the Circuit Court of the Ninth Judicial Circuit Court of Florida in and for Orange County, Florida, rendered on November 2, 2022. The period of time during which an appeal can be taken has expired with no appeal being filed.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2024 Bonds are subject to the approval of Greenberg Traurig, P.A., Tallahassee, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida. Certain legal matters will be passed upon for the Underwriter by its counsel, GrayRobinson, P.A. Tampa, Florida. [Certain legal matters will be passed upon for the for the Phase 2A Landowner by its counsel, John T. Dekle, PL, Jacksonville, Florida, for the Phase 2B Landowner and the Phase 2B Developer by their counsel, Bacon, Bacon & Furlong, P.A., St. Petersburg, Florida.]

Bond Counsel's opinion included herein is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date of delivery of the Series 2024 Bonds. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinion is not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2024 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2024 Bonds and may not be reproduced or used, as a whole or in part, for any other purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2024 Bonds.

[Remainder of page intentionally left blank.]

AUTHORIZATION AND APPROVAL

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of the District.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson, Board of Supervisors

APPENDIX A

**COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND
SUPPLEMENTAL INDENTURE**

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX C
ENGINEER'S REPORT

APPENDIX D
ASSESSMENT METHODOLOGY

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F
DISTRICT'S FINANCIAL STATEMENTS

EXHIBIT D

FORM OF RULE 15c2-12 CERTIFICATE

Kelly Park Community Development District
\$ _____* Special Assessment Bonds,
Series 2024
(Assessment Area Two Project)

The undersigned hereby certifies and represents to FMSbonds, Inc. ("Underwriter") that he is the Chair of the Board of Supervisors of Kelly Park Community Development District (the "District") is authorized to execute and deliver this Certificate, and further certifies on behalf of the District to the Underwriter as follows:

1. This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), in connection with the offering and sale of the above captioned bonds (the "Series 2024 Bonds").

2. In connection with the offering and sale of the Series 2024 Bonds, there has been prepared a Preliminary Limited Offering Memorandum, dated the date hereof, setting forth information concerning the Series 2024 Bonds and the District (the "Preliminary Limited Offering Memorandum").

3. As used herein, "Permitted Omissions" shall mean the offering price, interest rate, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the Underwriter and other terms of the Series 2024 Bonds depending on such matters.

4. The undersigned hereby deems the Preliminary Limited Offering Memorandum "final" as of its date, within the meaning of the Rule, except for the Permitted Omissions, and the information therein is accurate and complete except for the Permitted Omissions.

5. If, at any time prior to the execution of a Bond Purchase Contract, any event occurs as a result of which the Preliminary Limited Offering Memorandum might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District will promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of _____, 2024.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Chair

* Preliminary, subject to change.

EXHIBIT E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of [____], 2024 is executed and delivered by the Kelly Park Community Development District (the "Issuer" or the "District"), JEN Florida 51 LLC, a Florida limited liability company (the "Phase 2A Landowner"), [Galvin Land Services, LLC, a Florida limited liability company, and its affiliate, Kelly Park Land Investments, LLC, a Florida limited liability company] (collectively, the "Phase 2B Landowner" and together with the Phase 2A Landowner, the "Landowners"), and Wrathell, Hunt & Associates, LLC, a Florida limited liability company, as Dissemination Agent (as defined herein) in connection with the Issuer's Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of December 1, 2023 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of [____] 1, 2024 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer 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 designated corporate trust office in Fort Lauderdale, Florida, as trustee (the "Trustee"). The Issuer, the Landowners and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Landowners and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to the Assessments.

"Assessments" shall mean the non-ad valorem Series 2024 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bond Year" means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Wrathell, Hunt & Associates, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated [_____], 2024, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Landowners for so long as such Landowners or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 10% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be [May 1, 2025].

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2025 which shall be due no later than March 31, 2026. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2024 on or before June 30, 2025. The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its obligation to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the applicable Landowner on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report [to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date; provided, however, so long as the Phase 2A Landowner or Dream Finders Homes, LLC is an Obligated Person, the Phase 2B Landowner shall provide an electronic copy of their Quarterly Report on their behalf] to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

- (i) The number of lots planned.

Lot Ownership Information

- (ii) The number of lots owned by the Landowners.
- (iii) The number of lots owned by the Builders.
- (iv) The number of lots owned by homebuyers.

Lot Status Information

- (v) The number of lots developed.
- (vi) The number of lots platted.

Home Sales Status Information

- (vii) The number of homes sold (but not closed) with homebuyers during quarter.
- (viii) The number of homes sold (and closed) with homebuyers during quarter.
- (ix) The total number of homes sold and closed with homebuyers (cumulative).

Material Changes/Transfers

(x) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.

(xi) Any sale, assignment or transfer of ownership of lands by the Obligated Person to a third party which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing

herein shall be construed to relieve the Landowners from their respective obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2024 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order

* Not applicable to the Bonds at their date of issuance.

confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred

with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt & Associates, LLC. Wrathell, Hunt & Associates, LLC, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure

Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Landowners and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Landowners, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Orange County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Orange County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the

same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Landowners or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER AND
OBLIGATED PERSON**

[SEAL]

By: _____
Seth Bennett, Chairperson
Board of Supervisors

ATTEST:

By: _____
_____, Secretary

**JEN FLORIDA 51 LLC, AS PHASE 1A
LANDOWNER**

By: _____
Name: _____
Title: _____

**[GALVIN LAND SERVICES, LLC], AS PHASE
2B LANDOWNER**

By: _____
Name: _____
Title: _____

**[KELLY PARK LAND INVESTMENTS, LLC],
AS PHASE 2B LANDOWNER**

By: _____
Name: _____
Title: _____

**WRATHELL, HUNT & ASSOCIATES, LLC,
and its successors and assigns, AS
DISSEMINATION AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**WRATHELL, HUNT & ASSOCIATES,
LLC, AS DISTRICT MANAGER**

By: _____
Name: _____
Title: _____

Acknowledged and agreed to for purposes of
Sections 11, 13 and 17 only:

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

By: _____

Name: _____

Title: _____

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE
TO FILE [ANNUAL REPORT]
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Kelly Park Community Development District

Name of Bond Issue: \$[_____] original aggregate principal amount of Special Assessment Bonds, Series 2024 (Assessment Area Two Project)

Obligated Person(s): Kelly Park Community Development District;
_____.

Original Date of Issuance: [_____] , 2024

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated [_____] , 2024, by and between the Issuer, the Landowners and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

cc: Issuer
Trustee

SCHEDULE A

FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)

1. Fund Balances

Combined Trust Estate Assets	<u>Quarter Ended – 12/31</u>
Acquisition and Construction Fund	
Revenue Fund	
Reserve Fund	
Prepayment Fund	
Other	
Total Bonds Outstanding	
TOTAL	

2. Assessment Certification and Collection Information

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll)

	<u>\$ Certified</u>
On Roll	\$ _____
Off Roll	\$ _____
TOTAL	\$ _____

2. Attach to Report the following:
- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year
 - B. Off Roll – List of folios for all off roll Assessments, together with annual Assessment assigned to each folio

3. For the immediately ended Bond Year, provide the levy and collection information

<u>Total Levy</u>	<u>\$ Levied</u>	<u>\$ Collected</u>
On Roll	\$ _____	\$ _____
Off Roll	\$ _____	\$ _____
TOTAL		

4. If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners

5. If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year

6. The amount of principal and interest to be paid on the Bonds in the current Fiscal Year

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-02

**[SUPPLEMENTAL ASSESSMENT RESOLUTION
WITH DELEGATION OF AUTHORITY]**

[2024 BONDS / ASSESSMENT AREA TWO]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2024 ("BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after proper notice and public hearing, Resolution No. 2022-30 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments, and establishing a master lien over the property within the District, which lien remains inchoate until the District issues bonds, as provided in the Master Assessment Resolution; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution may be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, on November 25, 2024 and in order to finance all or a portion of what is known as the "Assessment Area Two Project" a/k/a "2024 Project" ("**Project**"), the District adopted Resolution 2025-01 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Bonds, Series 2024 (Assessment Area Two Project) ("**Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, the District intends to secure the Bonds by levying debt service special assessments ("**Assessments**") pursuant to the terms of the Master Assessment Resolution, in accordance with the supplemental trust indenture applicable to the Bonds and associated financing documents; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its Assessments, among other actions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Second Supplemental Engineer’s Report*, attached to this Resolution as **Exhibit A (“Supplemental Engineer’s Report”)**, identifies and describes, among other things, the presently expected components and estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer’s Report is hereby approved, adopted, and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a herein.
- b. The *Second Supplemental Special Assessment Methodology Report*, and attached to this Resolution as **Exhibit B (“Supplemental Assessment Report”)**, applies the *Master Special Assessment Methodology Report*, dated July 6, 2022 (**“Master Assessment Report”**) to the Project and the actual terms of the Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed in substantial form. The District authorizes and ratifies its use in connection with the sale of the Bonds, subject to any changes deemed necessary under Section 4.a. herein.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Project benefits all developable property within “Assessment Area Two” a/k/a “2024 Project” of the District, as further described in **Exhibit C** attached hereto (**“Assessment Area”**). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the special assessments (**“Assessments”**), as described in **Exhibit B**, and such the Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the

Bonds and the final amount of the lien of the Assessments. In connection with the closing on the sale of the Bonds, District Staff is authorized to:

- a. Prepare final versions of the Supplemental Engineer's Report and Supplemental Assessment Report attached hereto as **Exhibit A** and **Exhibit B**, respectively, to incorporate final pricing terms and make such other revisions as may be deemed necessary, provided however that:
 - i. the Assessments shall be levied and imposed within the parameters of the Master Assessment Resolution and Delegated Award Resolution,
 - ii. the final versions shall be approved by the Chairperson or, in the Chairperson's absence, the Vice Chairperson, and in the absence or unavailability of the Vice Chairman, any other member of the Board, which approval shall be conclusively evidenced by execution of the Bond Purchase Contract and closing on the Bonds, and
 - iii. the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of assessments pledged to the issuance of the Bonds, which amount shall be consistent with the lien imposed by the Master Assessment Resolution, shall all be as set forth in the final Supplemental Assessment Report.
- b. After pricing, the District Manager is directed to attach a **Composite Exhibit D** to this Resolution showing: (i) Maturities and Coupon of Bonds, (ii) Sources and Uses of Funds for Bonds, and (iii) Annual Debt Service Payment Due on Bonds; and
- c. Upon closing on the District's Bonds, the District's Secretary is hereby authorized and directed to record a Notice of Assessments in the Official Records of the County in which the District is located, or such other instrument evidencing the actions taken by the District. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s), and shall cover all developable acreage within the Assessment Area, as further provided in the Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by resolution, determine such land to be benefitted by the Series Project and reallocate the Assessments securing the Bonds in order to impose Assessments on the newly added and benefitted property.

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

- a. The Assessments shall be allocated in accordance with **Exhibit B** and the Master Assessment Report. The final Supplemental Assessment Report shall reflect the actual terms of the issuance of the Bonds. The Assessments shall be paid in not more than thirty (30) years of installments of principal and interest.

- b. The District hereby certifies the Assessments for collection and authorizes and directs District staff to take all actions necessary to meet the time and other deadlines imposed for collection by the County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Assessments shall be collected for the upcoming fiscal year. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect the Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

6. **IMPACT FEE CREDITS.** In lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in any applicable *Acquisition Agreement* between the District and the project developer unless otherwise provided for in the financing documents associated with the Bonds.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times (or as otherwise provided by the Supplemental Indenture for the Bonds), plus any applicable interest (as provided for in the Supplemental Indenture for the Bonds or in the Master Assessment Resolution), attributable to the property subject to the Assessments owned by such owner. In connection with any prepayment of Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, the terms of the Master Assessment Resolution addressing prepayment of assessments shall continue to apply in full force and effect.

8. **APPLICATION OF TRUE-UP PAYMENTS.** The terms of the Master Assessment Resolution addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the closing on the District's Bonds, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Bonds, and final levy of the Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, notices, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the place of the Chairman in any undertaking authorized or required of the Chairman hereunder, and in the absence of the Chairman and Vice Chairman, any other member of the District's Board of Supervisors is so authorized, and any Assistant Secretary is hereby authorized to act in the place of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

APPROVED and **ADOPTED** this 25th day of November, 2024.

ATTEST:

KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Second Supplemental Engineer's Report*
Exhibit B: *Final Second Supplemental Special Assessment Methodology Report*
Exhibit C: Legal Description of the Assessment Area
Comp. Exhibit D: Maturities and Coupon of Bonds
Sources and Uses of Funds for Bonds
Annual Debt Service Payment Due on Bonds

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7A

**2024 BONDS ACQUISITION AGREEMENT
(GALVIN-HARRIS PROJECT AREA / PHASE 2B)**

THIS 2024 BONDS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

GALVIN-HARRIS LAND SERVICES, LLC, a Florida limited liability company, with an address of 121 Snell Isle Blvd NE, St. Petersburg, FL 33704 (“**Developer**”), and

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “2024 Project,” which includes certain “Master Improvements” estimated to cost \$_____ and “Phase 2B Neighborhood Improvements” estimated to cost \$_____ (for purposes herein, the Master Improvements and Phase 2B Neighborhood Improvements are referred to as the “**Project**”); and

WHEREAS, the Project is described in the District’s *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the Developer is the developer of certain lands within the boundaries of the District; and

WHEREAS, the District intends to finance all or a portion of the Project from proceeds of the District’s Special Assessment Bonds Series 2024 (Assessment Area Two Project) (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

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

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or

Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.

- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District’s right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

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

6. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of non-impact fee creditable Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. (In fact, the Assessment Report requires the total minimum contributions of \$_____ for all of the Phase ___ Lots combined, and \$_____ for all of the Phase ___ Lots combined.) Any such contributions shall not be eligible for payment by the District hereunder. As a point of clarification, the District in its discretion, and after consultation with the District's bond counsel and issuer's counsel to ensure that such action does not adversely affect the Bonds or any corresponding debt assessments, may also recognize a contribution to satisfy the requirements under this paragraph of improvements, work product and/or real property from the District's overall capital improvement plan (and not just from the Project, as defined herein).

Additionally, and as a further contribution beyond what is stated in the Assessment Report and the preceding paragraph, and prior to the sale of the Phase 2B Lots to any homebuilder(s), the Developer hereby agrees to partially pre-pay debt-assessments securing the Special Assessment Bonds, Series 2024

(Assessment Area Two Project) for the Phase 2B Lots, as described in the Engineer's Report and Assessment Report, and so that the debt assessments per unit for the Phase 2B lots are equal to \$ _____ per District fiscal year (not including early payment discounts and collection costs) for each of the SF 40' Lots and \$ _____ per District fiscal year (not including early payment discounts and collection costs) for each of the SF 52' Lots (a total paydown of approximately \$ _____).

8. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits and/or cost share payments from the County or other governmental entity (together, "**Credits**"). As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such Credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such Credits, provided that (i) the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such Credits, or (ii) the Developer agrees contractually to prepay debt assessments by a corresponding amount of such Credits. Alternatively, the District may require the Developer to provide the proceeds of the Credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project. As a point of clarification, the District in its discretion, and after consultation with the District's bond counsel and issuer's counsel to ensure that such action does not adversely affect the Bonds or any corresponding debt assessments, may also recognize a contribution under section 8(i) above to satisfy the requirements under this paragraph of improvements, work product and/or real property from the District's overall capital improvement plan (and not just from the Project, as defined herein).

9. UTILITY CONNECTION FEES. [RESERVED.]

10. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

11. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have

complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

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

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

17. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *2024 Bonds Acquisition Agreement* to be effective as of the ___ day of _____.

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: Chairperson

GALVIN-HARRIS LAND SERVICES, LLC

By: _____
Its: _____

JOINDER AND CONSENT OF LANDOWNER

The undersigned, **Kelly Park Land Investments, LLC** and **Galvin Land Services, LLC** (together, "**Landowner(s)**"), being the owner of all or a portion of the property that will be developed as part of the Project, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *2024 Bonds Acquisition Agreement* ("**Agreement**"), between the Developer and the District. In connection with Developer's obligations under the Agreement, and on the terms set forth in the Agreement, the Landowner(s) further agree to provide to the District at no cost all real estate interests necessary for the District to construct, install, acquire, own, operate, maintain, repair and replace the improvements that comprise the Project.

WITNESSES:

KELLY PARK LAND INVESTMENTS, LLC
-and-
GALVIN LAND SERVICES, LLC

By: _____
Address: _____

By: _____
Their: Manager

By: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as **Manager of Kelly Park Investments, LLC and Galvin Land Services, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: *Second Supplemental Engineer's Report*, dated _____

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7B

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AGREEMENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2A)

THIS COLLATERAL ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into, by and between:

Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

Dream Finders Homes LLC, a Florida limited liability company, the developer of certain lands within the boundary of the District, and whose mailing address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 (“**Developer**”); and

Is joined by:

DFC Kelly Park, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 13000 Sawgrass Village Circle, Building 5, Suite 24, Ponte Vedra Beach, Florida 32082 (“**Landowner**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue its Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (“**Bonds**”) to finance certain public infrastructure for the District’s “Assessment Area Two Project” a/k/a “2024 Project,” which includes certain “Phase 2A Neighborhood Improvements”

¹ This Collateral Assignment Agreement supersedes any prior forms of the agreement regarding the same subject matter, if any.

estimated to cost \$_____ (for purposes herein, the Phase 2A Neighborhood Improvements are referred to as the “**Project**”);² and

WHEREAS, the Project is described in that certain *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”); and

WHEREAS, the security for the repayment of the Bonds is the special assessments (“**Assessments**”) levied against benefitted lands within “Assessment Area Two,” which includes certain lands owned by Developer and that are described in **Exhibit A (“Property”)**; and

WHEREAS, the Property is presently planned to include certain planned product types and units³ (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will fully secure the Assessments, “**Lots**”); and

WHEREAS, “**Development Completion**” will occur when the Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

WHEREAS, prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the Bonds; and

WHEREAS, in the event of default in the payment of the Assessments, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

² Notwithstanding anything to the contrary herein, the Developer agrees that it shall not be entitled to any proceeds from the Bonds or any other monies of the District.

³ The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for _____ residential units, or _____ EAUs) that would absorb the full allocation of Assessments securing the Bonds and related to the Property, where such Assessments are based on the assessment levels for each product type established in the *Final Second Supplemental Special Assessment Methodology Report*, dated _____.

1. **COLLATERAL ASSIGNMENT.**

Development Rights. The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer's development rights relating to development of the Property and/or the Project (herein, collectively, "**Development Rights**"), as security for the Developer's payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

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

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Platted Lots conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment

shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

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

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

(a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.

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

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

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have

complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

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

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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

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

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

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

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the ___ day of _____.

WITNESS

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of KELLY PARK CDD, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS

DREAM FINDERS HOMES LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of DREAM FINDERS HOMES, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

JOINDER AND CONSENT OF LANDOWNER

The undersigned, **DFC KELLY PARK, LLC** (“**Landowner**”), being the owner of all or a portion of the Property, which is more particularly described in **Exhibit A** attached hereto and incorporated herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *Collateral Assignment Agreement* (“**Agreement**”), between the Developer and the District. The parties acknowledge and agree that the Agreement applies equally to the Developer and the Landowner, as though the definition of “**Developer**” under the Agreement includes both the Developer and the Landowner.

WITNESSES:

DFC KELLY PARK, LLC, a Florida limited liability company

By: DF Residential II, LP, a Delaware limited partnership, as its Manager

By: DF Management GP II, LLC, a Florida limited liability company, as its General Partner

By: _____
Name: Chris Butler
Title: Manager

By: _____
Address: _____

By: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **DFC KELLY PARK, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Property [Phase 2A Neighborhood Only]

EXHIBIT A:
Legal Description for Property
[Phase 2A Neighborhood Only]

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING TRACT FD-2A-1, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 189.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°08'52" EAST, 1139.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET TO A POINT ON A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST, TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 14°32'25" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST, TO A POINT OF A CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 201.67 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 39.58 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 02°58'47", AN ARC LENGTH OF 3.77 FEET, A CHORD LENGTH OF 3.77 FEET AND A CHORD BEARING OF NORTH 88°53'11" WEST, TO A POINT OF TANGENCY; THENCE NORTH 87°23'47" WEST, 327.56 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 06°34'30", AN ARC LENGTH OF 106.44 FEET, A CHORD LENGTH OF 106.38 FEET AND A CHORD BEARING OF SOUTH 89°18'57" WEST, TO A POINT OF A CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 80°38'28", AN ARC LENGTH OF 232.23 FEET, A CHORD LENGTH OF 213.53 FEET AND A

CHORD BEARING OF NORTH 53°39'04" WEST, TO A POINT OF TANGENCY; THENCE NORTH 13°19'50" WEST, 94.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 6.56 FEET, A CHORD LENGTH OF 6.54 FEET AND A CHORD BEARING OF NORTH 06°51'12" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 6.14 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST, TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 5.50 FEET; THENCE NORTH 00°22'34" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENCY CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 386.68 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'26", AN ARC LENGTH OF 39.06 FEET, A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF NORTH 44°23'09" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-2, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET;

THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID POINT WILL BE REFERED TO AS POINT "A"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 86.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST, 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09°42'01", AN ARC LENGTH OF 46.56 FEET, A CHORD LENGTH OF 46.50 FEET AND A CHORD BEARING OF NORTH 28°58'10" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 72°45'22" WEST, 75.24 FEET; THENCE SOUTH 89°52'19" WEST, 54.38 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" WEST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-3, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "A" FOR A POINT OF REFERENCE; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF SOUTH 48°08'14" WEST, TO A POINT OF TANGENCY, SAID POINT WILL BE REFERED TO AS POINT "B"; THENCE SOUTH 89°52'19" WEST, 97.79 FEET; THENCE NORTH 00°07'41" WEST, 120.00 FEET; THENCE NORTH 89°52'19" EAST, 7.77 FEET; THENCE NORTH 00°07'41" WEST, 119.78 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 07°54'48", AN ARC LENGTH OF 134.66 FEET, A CHORD LENGTH OF 134.55 FEET AND A CHORD BEARING OF SOUTH 84°58'03" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-4, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "B" FOR A POINT OF REFERENCE; THENCE SOUTH 89°52'19" WEST, 5.53 FEET; THENCE SOUTH 00°07'41" EAST 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.26 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°07'41" EAST, 40.00 FEET; THENCE SOUTH 89°52'19" WEST, 120.00 FEET; THENCE NORTH 00°07'41" WEST, 65.00 FEET; THENCE NORTH 89°52'19" EAST, 95.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA CONTAINS 33.424 ACRES MORE OR LESS.

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AGREEMENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2B)

THIS COLLATERAL ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into, by and between:

Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

Galvin-Harris Land Services, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 121 Snell Isle Blvd. NE, St. Petersburg, Florida 33704 (“**Developer**”); and

Is joined by:

Kelly Park Land Investments, LLC, a Delaware limited liability company, and **Galvin Land Services, LLC**, a Delaware limited liability company, and both of whose addresses are 121 Snell Isle Boulevard NE, St. Petersburg, Florida 33704 (together, “**Landowner(s)**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue its Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (“**Bonds**”) to finance certain public infrastructure for the District’s “Assessment Area Two Project” a/k/a “2024 Project,” which includes certain “Master Improvements” estimated to cost \$_____ and “Phase 2B Neighborhood Improvements” estimated to cost \$_____ (for

¹ This Collateral Assignment Agreement supersedes any prior forms of the agreement regarding the same subject matter, if any.

purposes herein, the Master Improvements and Phase 2B Neighborhood Improvements are referred to as the “**Project**”); and

WHEREAS, the Project is described in that certain *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”); and

WHEREAS, the security for the repayment of the Bonds is the special assessments (“**Assessments**”) levied against benefitted lands within “Assessment Area Two,” which includes certain lands owned by Developer and that are described in **Exhibit A (“Property”)**; and

WHEREAS, the Property is presently planned to include certain planned product types and units² (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will fully secure the Assessments, “**Lots**”); and

WHEREAS, “**Development Completion**” will occur when the Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

WHEREAS, prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the Bonds; and

WHEREAS, in the event of default in the payment of the Assessments, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

1. **COLLATERAL ASSIGNMENT.**

Development Rights. The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating

² The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for ___ residential units, or ___ EAU) that would absorb the full allocation of Assessments securing the Bonds and related to the Property, where such Assessments are based on the assessment levels for each product type established in the *Final Second Supplemental Special Assessment Methodology Report*, dated _____.

to development of the Property and/or the Project (herein, collectively, “**Development Rights**”), as security for the Developer’s payment and performance and discharge of its obligation to pay the Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.

(g) All declarant’s rights under any homeowner’s association or other similar governing entity with respect to the Property.

(h) All impact fee credits.

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

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Platted Lots conveyed to unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as “**Permitted Transfer**”).

Rights Inchoate. The assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to an unaffiliated homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

(a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

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

(d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

(a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.

(b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments, other than satisfying any true-up obligations to the District; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "Event of Default" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.

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

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

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Unless the assignment of Development Rights becomes absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at

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

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

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of

immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

[SIGNATURES TO FOLLOW]

WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the ___ day of _____.

WITNESS

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, as _____ of **KELLY PARK CDD**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

WITNESS

GALVIN-HARRIS LAND SERVICES, LLC

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **GALVIN-HARRIS LAND SERVICES, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

JOINDER AND CONSENT OF LANDOWNER

The undersigned, **Kelly Park Land Investments, LLC** and **Galvin Land Services, LLC** (together, "**Landowner(s)**"), being the owner of all or a portion of the Property, which is more particularly described in **Exhibit A** attached hereto and incorporated herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *Collateral Assignment Agreement* ("**Agreement**"), between the Developer and the District. The parties acknowledge and agree that the Agreement applies equally to the Developer and the Landowner(s), as though the definition of "**Developer**" under the Agreement includes both the Developer and the Landowner(s).

WITNESSES:

KELLY PARK LAND INVESTMENTS, LLC
-and-
GALVIN LAND SERVICES, LLC

By: _____
Address: _____

By: _____
Their: Manager

By: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as **Manager of Kelly Park Investments, LLC and Galvin Land Services, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description for Property [**Assessment Area Two – Phase 2B**]

EXHIBIT A:
Legal Description for Property
[Assessment Area Two – Phase 2B]

(24-003 CKP PH 2B SOL)

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING PROPOSED TRACT FD-2B OF THE PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 506.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'17" WEST ALONG SAID SOUTH LINE, 823.90 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 789.31 FEET TO THE SOUTHWEST CORNER OF PROPOSED TRACT FD-3B OF SAID PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2; THENCE DEPARTING SAID WEST LINE, RUN ALONG THE SOUTHERLY LINE OF SAID PROPOSED TRACT FD-3B, THE FOLLOWING COURSES: NORTH 89°52'19" EAST, 159.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 03°00'37", AN ARC LENGTH OF 315.24 FEET, A CHORD LENGTH OF 315.20 FEET AND A CHORD BEARING OF NORTH 00°40'10" EAST, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°09'52" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°17'33", AN ARC LENGTH OF 38.96 FEET, A CHORD LENGTH OF 35.14 FEET AND A CHORD BEARING OF SOUTH 45°28'55" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 89°52'19" EAST, 548.07 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN SOUTH 00°07'41" EAST, 50.00 FEET; THENCE RUN SOUTH 89° 52' 19" WEST, 95.01 FEET; THENCE RUN SOUTH 00°07'41" EAST, 65.00 FEET; THENCE RUN NORTH 89°52'19" EAST, 120.00 FEET TO A POINT LYING ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ZEPHER LILY AVENUE; THENCE RUN ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF AFORESAID TRACT FD-2B, THE FOLLOWING COURSES; THENCE RUN SOUTH 00°07'41" EAST, 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27, A CHORD LENGTH OF 35.36 FEET, A CHORD BEARING OF SOUTH 44°52'19" WEST; THENCE RUN SOUTH 00°07'41" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 89°30'17" WEST, 14.32 FEET; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET; THENCE RUN NORTH 89°30'17" EAST, 13.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°22'02", AND ARC LENGTH OF 39.43 FEET, A CHORD LENGTH OF 35.47 FEET AND A CHORD BEARING OF SOUTH 45°18'42" EAST TO A THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°30'17 EAST, 35.04 FEET; THENCE RUN SOUTH 00°29'43" EAST, 143.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 18.752 ACRES MORE OR LESS.

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7C

COMPLETION AGREEMENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2A)

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into, by and between:

Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

Dream Finders Homes LLC, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 (“**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the developer of certain lands within the boundaries of the District; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “2024 Project,” which includes certain “Phase 2A Neighborhood Improvements” estimated to cost \$_____ and that will be undertaken at no cost to the District by the Developer (for purposes herein, the Phase 2A Neighborhood Improvements are referred to as the “**Project**”); and

WHEREAS, the Project is described in that certain *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”), and is attached to this Agreement as **Exhibit A**; and

WHEREAS, as memorialized herein, the Developer agrees that it will undertake the Project at no cost to the District and without the use of any proceeds from the anticipated sale of the District’s Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (“**Bonds**”);²

¹ This Completion Agreement supersedes any prior forms of the agreement regarding the same subject matter, if any.

² Notwithstanding anything to the contrary herein, the Developer agrees that it shall not be entitled to any proceeds from the Bonds or any other monies of the District.

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

1. **COMPLETION OF PROJECT.** The Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, the Project including, but not limited to, all construction costs as well as all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts.

- a. ***Subject to Existing Contract*** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. ***Not Subject to Existing Contract*** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.

2. **OTHER CONDITIONS AND ACKNOWLEDGMENTS**

- a. ***Material Changes to Project*** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required hereunder. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. ***Conveyances*** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the

Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project with the proceeds of the Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

4. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

8. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement

expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

9. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 8 above.

10. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, and only after satisfaction of the conditions set forth in Section 8 above.

11. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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

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

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

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be

detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the parties below execute the *Completion Agreement* to be effective as of _____ day of _____.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

DREAM FINDERS HOMES LLC

By: _____
Name: _____
Title: _____

JOINDER AND CONSENT OF LANDOWNER

The undersigned, **DFC KELLY PARK, LLC** (“**Landowner**”), being the owner of all or a portion of the property that will be developed as part of the Project, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *Completion Agreement* (“**Agreement**”), between the Developer and the District. In connection with Developer’s obligations under the Agreement, the Landowner further agrees to provide to the District at no cost all real estate interests necessary for the District to construct, install, acquire, own, operate, maintain, repair and replace the improvements that comprise the Project.

WITNESSES:

DFC KELLY PARK, LLC, a Florida limited liability company

By: DF Residential II, LP, a Delaware limited partnership, as its Manager

By: DF Management GP II, LLC, a Florida limited liability company, as its General Partner

By: _____
Name: Chris Butler
Title: Manager

By: _____
Address: _____

By: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **DFC KELLY PARK, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: *Second Supplemental Engineer’s Report*, dated _____

COMPLETION AGREEMENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2B)

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into, by and between:

Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

Galvin-Harris Land Services, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 121 Snell Isle Blvd. NE, St. Petersburg, Florida 33704 (“**Developer**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the developer of certain lands within the boundaries of the District; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the “2024 Project,” which includes certain “Master Improvements” estimated to cost \$_____ and “Phase 2B Neighborhood Improvements” estimated to cost \$_____ (for purposes herein, the Master Improvements and Phase 2B Neighborhood Improvements are referred to as the “**Project**”); and

WHEREAS, the Project is described in that certain *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”), and is attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance, among other things, a portion of the costs of the master improvements necessary for the development of the Project (as described in the Engineer’s Report) through the use of proceeds from the anticipated sale of its Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (“**Bonds**”); and

WHEREAS, the Developer and the District hereby agree that the District will only be obligated to issue the Bonds subject to the terms and conditions of this Agreement, and the Developer will make provision for any additional funds that may be needed for the Project.

¹ This Completion Agreement supersedes any prior forms of the agreement regarding the same subject matter, if any.

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

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

2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed Bonds will provide only a portion of the funds necessary to complete the Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the Bonds.

- a. **Subject to Existing Contract** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. **Not Subject to Existing Contract** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
- c. **Future Bonds** – Subject to the terms of the *2024 Bonds Acquisition Agreement*, dated _____ ("**Acquisition Agreement**") entered into by the parties, the parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Developer to the extent that there are proceeds available from such future bonds, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness – other than the Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required

to meet its obligations hereunder and complete the Project regardless whether the District issues any future bonds (other than the Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

- a. **Material Changes to Project** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Project may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Project shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required by Section 9. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. **Conveyances** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project with the proceeds of the Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

NOTE: A default by any party under that certain *Agreement for Land Development Work Assurance and Grant of Lien (Crossroads at Kelly Park Phases 1-2, 1-3 & 2 Master Infrastructure and Mass Grading)*, dated on or about November 16, 2024 and among the City of Apopka, Florida, Galvin Land Services, LLC, Kelly Park Land Investments, LLC, HarrisKP, LLC, and Galvin Harris Land Services, LLC, or under that certain *Agreement for Land Development Work Assurance and Grant of Lien (Crossroads at Kelly Park Phase 2B)*, dated on or about November 16, 2024 and among the City of Apopka, Florida, Galvin Land Services, LLC, Kelly Park Land Investments, LLC, HarrisKP, LLC, and Galvin Harris Land Services, LLC shall also be a default hereunder.

5. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and

conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 9 above.

11. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, and only after satisfaction of the conditions set forth in Section 9 above.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

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

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

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

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

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

WHEREFORE, the parties below execute the *Completion Agreement* to be effective as of the _____ day of _____.

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

GALVIN-HARRIS LAND SERVICES, LLC

By: _____
Name: _____
Title: _____

JOINDER AND CONSENT OF LANDOWNER

The undersigned, **Kelly Park Land Investments, LLC** and **Galvin Land Services, LLC** (together, "**Landowner(s)**"), being the owner of all or a portion of the property that will be developed as part of the Project, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby join in and consent to the *Completion Agreement* ("**Agreement**"), between the Developer and the District. In connection with Developer's obligations under the Agreement, the Landowner(s) further agree to provide to the District at no cost all real estate interests necessary for the District to construct, install, acquire, own, operate, maintain, repair and replace the improvements that comprise the Project.

WITNESSES:

KELLY PARK LAND INVESTMENTS, LLC
-and-
GALVIN LAND SERVICES, LLC

By: _____
Address: _____

By: _____
Their: Manager

By: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as **Manager of Kelly Park Investments, LLC and Galvin Land Services, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: *Second Supplemental Engineer's Report*, dated _____

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7D

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
DECLARATION OF CONSENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2A)**

DFC KELLY PARK, LLC, a Florida limited liability company, together with its successors and assigns (together, “**Landowner**”), represents that it is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The Kelly Park Community Development District (“**District**”) is, and has been at all times, on and after its establishment date, a legally-created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Apopka, Florida (“**City**”), relating to the creation of the District (and the petition relating to the amendment of the District) contained all matters required by the Act to be contained therein and were filed in the manner and by the persons required by the Act; (b) City Ordinance No. 2924 passed and enacted on May 18, 2022, and City Ordinance No. 3042, effective on January 3, 2024, and which amended City Ordinance No. 2924, were duly and properly enacted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from the date of establishment of the District, to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District’s jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-25, 2022-30, and _____ (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments, which may include “true-up” payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (including any “true-up” payments), the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its Special Assessment Bonds, Series 2024 (Assessment Area Two Project), or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments (including any “true-

¹ This Declaration of Consent supersedes any prior forms of the agreement regarding the same subject matter, if any.

up” payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including any “true-up” payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year. Notwithstanding anything to the contrary herein, nothing in this Declaration of Consent is intended to make the Assessments a personal obligation of the Developer.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. Pursuant to Section 197.3632(4)(b), *Florida Statutes*, the Landowner hereby expressly waives any and all notice requirements for use of the Uniform Method of Collection.

6. Landowner further agrees that, as part of the Assessments, the Property is subject to the true-up provisions established under the District’s Assessment Resolutions and set forth in the *Master Special Assessment Methodology Report*, dated July 6, 2022, and as supplemented by the *Final Second Supplemental Special Assessment Methodology Report*, dated _____, and available at the offices of the District Manager as provided herein. The true-up mechanisms, which are incorporated herein by reference, are applicable to plats and re-plats.

7. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the ____ day of _____.

WITNESS

DFC KELLY PARK, LLC, a Florida limited liability company

By: _____
Name: _____

By: DF Residential II, LP, a Delaware limited partnership, as its Manager

By: _____
Name: _____

By: DF Management GP II, LLC, a Florida limited liability company, as its General Partner

By: _____
Name: Chris Butler
Title: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of DFC KELLY PARK, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Property [Phase 2A Neighborhood Only]

EXHIBIT A:
Legal Description for Property
[Phase 2A Neighborhood Only]

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING TRACT FD-2A-1, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 189.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°08'52" EAST, 1139.61 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 489.84 FEET; THENCE SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 26.00 FEET TO A POINT ON A NON-TANGENT LINE. THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 104°54'59", AN ARC LENGTH OF 45.78 FEET, A CHORD LENGTH OF 39.65 FEET AND A CHORD BEARING OF SOUTH 52°04'56" WEST, TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 14°32'25" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 03°37'27", AN ARC LENGTH OF 28.46 FEET, A CHORD LENGTH OF 28.46 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST, TO A POINT OF A CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 71°27'34", AN ARC LENGTH OF 31.18 FEET, A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 201.67 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°37'26" WEST, 39.58 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 72.50 FEET, A CENTRAL ANGLE OF 02°58'47", AN ARC LENGTH OF 3.77 FEET, A CHORD LENGTH OF 3.77 FEET AND A CHORD BEARING OF NORTH 88°53'11" WEST, TO A POINT OF TANGENCY; THENCE NORTH 87°23'47" WEST, 327.56 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 06°34'30", AN ARC LENGTH OF 106.44 FEET, A CHORD LENGTH OF 106.38 FEET AND A CHORD BEARING OF SOUTH 89°18'57" WEST, TO A POINT OF A CURVATURE OF A REVERSE CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 80°38'28", AN ARC LENGTH OF 232.23 FEET, A CHORD LENGTH OF 213.53 FEET AND A

CHORD BEARING OF NORTH 53°39'04" WEST, TO A POINT OF TANGENCY; THENCE NORTH 13°19'50" WEST, 94.24 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 29.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 6.56 FEET, A CHORD LENGTH OF 6.54 FEET AND A CHORD BEARING OF NORTH 06°51'12" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 6.14 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 44°37'26" EAST, TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 5.50 FEET; THENCE NORTH 00°22'34" WEST, 50.00 FEET TO THE POINT OF A CURVATURE OF A NON-TANGENCY CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF TANGENCY; THENCE NORTH 00°22'34" WEST, 386.68 FEET TO THE POINT OF A CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°31'26", AN ARC LENGTH OF 39.06 FEET, A CHORD LENGTH OF 35.21 FEET AND A CHORD BEARING OF NORTH 44°23'09" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-2, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A POINT OF REFERENCE THENCE RUN SOUTH 00°17'05" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°08'52" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 69.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°28'34", AN ARC LENGTH OF 39.48 FEET, A CHORD LENGTH OF 35.50 FEET AND A CHORD BEARING OF SOUTH 45°36'51" EAST, TO A POINT OF TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°22'34" EAST, 385.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 00°22'34" EAST, 50.00 FEET; THENCE NORTH 89°37'26" EAST, 5.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 6.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 36.00 FEET, A CENTRAL ANGLE OF 12°57'16", AN ARC LENGTH OF 8.14 FEET, A CHORD LENGTH OF 8.12 FEET AND A CHORD BEARING OF SOUTH 06°06'04" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 12°34'42" WEST, 131.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 43°53'09", AN ARC LENGTH OF 298.72 FEET, A CHORD LENGTH OF 291.47 FEET AND A CHORD BEARING OF SOUTH 34°31'16" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 927.50 FEET, A CENTRAL ANGLE OF 02°20'20", AN ARC LENGTH OF 37.86 FEET, A CHORD LENGTH OF 37.86 FEET AND A CHORD BEARING OF SOUTH 55°17'41" WEST, TO THE POINT OF TANGENCY; THENCE SOUTH 54°07'31" WEST, 52.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 11°13'31", AN ARC LENGTH OF 162.12 FEET, A CHORD LENGTH OF 161.86 FEET AND A CHORD BEARING OF SOUTH 48°30'45" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 78°17'16", AN ARC LENGTH OF 34.16 FEET, A CHORD LENGTH OF 31.56 FEET AND A CHORD BEARING OF SOUTH 82°02'37" WEST, TO A POINT OF TANGENCY; THENCE NORTH 58°48'45" WEST, 14.61 FEET;

THENCE SOUTH 31°11'15" WEST, 50.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°54'58", AN ARC LENGTH OF 41.41 FEET, A CHORD LENGTH OF 36.84 FEET AND A CHORD BEARING OF SOUTH 11°21'16" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 10°09'58", AN ARC LENGTH OF 146.82 FEET, A CHORD LENGTH OF 146.63 FEET AND A CHORD BEARING OF SOUTH 31°01'14" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 73°19'27", AN ARC LENGTH OF 31.99 FEET, A CHORD LENGTH OF 29.85 FEET AND A CHORD BEARING OF SOUTH 62°35'59" WEST TO A POINT OF TANGENCY; THENCE NORTH 80°44'18" WEST, 19.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, SAID POINT WILL BE REFERED TO AS POINT "A"; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 04°47'37", AN ARC LENGTH OF 86.17 FEET, A CHORD LENGTH OF 86.15 FEET AND A CHORD BEARING OF NORTH 83°08'07" WEST TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 947.50 FEET, A CENTRAL ANGLE OF 07°25'50", AN ARC LENGTH OF 122.88 FEET, A CHORD LENGTH OF 122.79 FEET AND A CHORD BEARING OF NORTH 26°09'22" EAST TO A POINT ON A CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 06°52'02", AN ARC LENGTH OF 137.24 FEET, A CHORD LENGTH OF 137.16 FEET AND A CHORD BEARING OF NORTH 86°41'40" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 194.29 FEET; THENCE SOUTH 03°47'46" EAST, 85.38 FEET; THENCE SOUTH 86°12'14" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°40'05", AN ARC LENGTH OF 40.87 FEET, A CHORD LENGTH OF 36.47 FEET AND A CHORD BEARING OF SOUTH 43°02'17" WEST TO A POINT OF TANGENCY; THENCE SOUTH 89°52'19" WEST, 93.84 FEET; THENCE NORTH 02°43'36" WEST, 322.33 FEET; THENCE NORTH 02°23'15" EAST, 156.15 FEET; THENCE NORTH 89°52'19" EAST, 96.41 FEET; THENCE SOUTH 69°07'09" EAST, 36.54 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 09°42'01", AN ARC LENGTH OF 46.56 FEET, A CHORD LENGTH OF 46.50 FEET AND A CHORD BEARING OF NORTH 28°58'10" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 72°45'22" WEST, 75.24 FEET; THENCE SOUTH 89°52'19" WEST, 54.38 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 33°03'11", AN ARC LENGTH OF 227.87 FEET, A CHORD LENGTH OF 224.72 FEET AND A CHORD BEARING OF NORTH 42°57'31" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 07°17'17", AN ARC LENGTH OF 164.09 FEET, A CHORD LENGTH OF 163.98 FEET AND A CHORD BEARING OF NORTH 55°50'28" EAST TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 41°13'33" EAST, 120.20 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1410.00 FEET, A CENTRAL ANGLE OF 01°56'42", AN ARC LENGTH OF 47.86 FEET, A CHORD LENGTH OF 47.86 FEET AND A CHORD BEARING OF NORTH 50°55'59" EAST TO A ON A NON-TANGENT LINE; THENCE NORTH 41°13'33" WEST, 120.03 FEET TO THE POINT OF CURVATURE OF A CURVE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1290.00 FEET, A CENTRAL ANGLE OF 02°30'21", AN ARC LENGTH OF 56.42 FEET, A CHORD LENGTH OF 56.42 FEET AND A CHORD BEARING OF NORTH 48°49'05" EAST TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 42°03'32", AN ARC LENGTH OF 227.56 FEET, A CHORD LENGTH OF 222.49 FEET AND A CHORD BEARING OF NORTH 68°35'40" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 173.38 FEET; THENCE SOUTH 00°22'34" EAST, 95.00 FEET; THENCE NORTH 89°37'26" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST TO A POINT OF TANGENCY; THENCE NORTH 89°37'26" EAST, 225.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-3, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "A" FOR A POINT OF REFERENCE; THENCE SOUTH 14°04'51" WEST, 55.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°41'56", AN ARC LENGTH OF 43.50 FEET, A CHORD LENGTH OF 38.22 FEET AND A CHORD BEARING OF SOUTH 31°09'41" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 827.50 FEET, A CENTRAL ANGLE OF 12°17'07", AN ARC LENGTH OF 177.43 FEET, A CHORD LENGTH OF 177.09 FEET AND A CHORD BEARING OF SOUTH 12°32'43" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°28'10", AN ARC LENGTH OF 36.42 FEET, A CHORD LENGTH OF 33.28 FEET AND A CHORD BEARING OF SOUTH 48°08'14" WEST, TO A POINT OF TANGENCY, SAID POINT WILL BE REFERED TO AS POINT "B"; THENCE SOUTH 89°52'19" WEST, 97.79 FEET; THENCE NORTH 00°07'41" WEST, 120.00 FEET; THENCE NORTH 89°52'19" EAST, 7.77 FEET; THENCE NORTH 00°07'41" WEST, 119.78 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 07°54'48", AN ARC LENGTH OF 134.66 FEET, A CHORD LENGTH OF 134.55 FEET AND A CHORD BEARING OF SOUTH 84°58'03" EAST, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A TRACT OF LAND, BEING TRACT FD-2A-4, CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH ____, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFORESAID POINT "B" FOR A POINT OF REFERENCE; THENCE SOUTH 89°52'19" WEST, 5.53 FEET; THENCE SOUTH 00°07'41" EAST 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.26 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°07'41" EAST, 40.00 FEET; THENCE SOUTH 89°52'19" WEST, 120.00 FEET; THENCE NORTH 00°07'41" WEST, 65.00 FEET; THENCE NORTH 89°52'19" EAST, 95.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA CONTAINS 33.424 ACRES MORE OR LESS.

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
DECLARATION OF CONSENT¹
(2024 BONDS / ASSESSMENT AREA TWO – PHASE 2B)**

The “**Landowner**,” which for purposes herein includes **Kelly Park Land Investments, LLC**, a Delaware limited liability company, and **Galvin Land Services, LLC**, a Delaware limited liability company, together with their successors and assigns, represents that the Landowner is the owner of 100% of the land described in **Exhibit A** attached hereto and made a part hereof (“**Property**”), and further declares, acknowledges and agrees as follows:

1. The Kelly Park Community Development District (“**District**”) is, and has been at all times, on and after its establishment date, a legally-created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the City of Apopka, Florida (“**City**”), relating to the creation of the District (and the petition relating to the amendment of the District) contained all matters required by the Act to be contained therein and were filed in the manner and by the persons required by the Act; (b) City Ordinance No. 2924 passed and enacted on May 18, 2022, and City Ordinance No. 3042, effective on January 3, 2024, and which amended City Ordinance No. 2924, were duly and properly enacted by the City in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from the date of establishment of the District, to and including the date of this Declaration; and (d) the Property is within the boundaries of the District and subject to the District’s jurisdiction and authority.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-25, 2022-30, and _____ (collectively, “**Assessment Resolutions**”) that levied and imposed debt service special assessment liens on the Property (together, “**Assessments**”). Such Assessments, which may include “true-up” payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessments (including any “true-up” payments), the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its Special Assessment Bonds, Series 2024 (Assessment Area Two Project), or securing payment thereof (“**Financing Documents**”), are, to the extent of the Landowner’s obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever

¹ This Declaration of Consent supersedes any prior forms of the agreement regarding the same subject matter, if any.

against, or defenses or counterclaims whatsoever to, payments of the Assessments (including any “true-up” payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Assessments (including any “true-up” payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year. Notwithstanding anything to the contrary herein, nothing in this Declaration of Consent is intended to make the Assessments a personal obligation of the Developer.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessments.

5. Pursuant to Section 197.3632(4)(b), *Florida Statutes*, the Landowner hereby expressly waives any and all notice requirements for use of the Uniform Method of Collection.

6. Landowner further agrees that, as part of the Assessments, the Property is subject to the true-up provisions established under the District’s Assessment Resolutions and set forth in the *Master Special Assessment Methodology Report*, dated July 6, 2022, and as supplemented by the *Final Second Supplemental Special Assessment Methodology Report*, dated _____, and available at the offices of the District Manager as provided herein. The true-up mechanisms, which are incorporated herein by reference, are applicable to plats and re-plats.

7. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District’s Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the ____ day of _____.

WITNESSES:

KELLY PARK LAND INVESTMENTS, LLC
-and-
GALVIN LAND SERVICES, LLC

By: _____

Address: _____

By: _____

Their: Manager

By: _____

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as **Manager of Kelly Park Investments, LLC and Galvin Land Services, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description for Property [Assessment Area Two – Phase 2B]

EXHIBIT A:
Legal Description for Property
[Assessment Area Two – Phase 2B]

(24-003 CKP PH 2B SOL)

LEGAL DESCRIPTION:

A TRACT OF LAND, BEING PROPOSED TRACT FD-2B OF THE PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2, LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 506.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°30'17" WEST ALONG SAID SOUTH LINE, 823.90 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 789.31 FEET TO THE SOUTHWEST CORNER OF PROPOSED TRACT FD-3B OF SAID PROPOSED PLAT OF CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2; THENCE DEPARTING SAID WEST LINE, RUN ALONG THE SOUTHERLY LINE OF SAID PROPOSED TRACT FD-3B, THE FOLLOWING COURSES: NORTH 89°52'19" EAST, 159.99 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 6000.00 FEET, A CENTRAL ANGLE OF 03°00'37", AN ARC LENGTH OF 315.24 FEET, A CHORD LENGTH OF 315.20 FEET AND A CHORD BEARING OF NORTH 00°40'10" EAST, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°09'52" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°17'33", AN ARC LENGTH OF 38.96 FEET, A CHORD LENGTH OF 35.14 FEET AND A CHORD BEARING OF SOUTH 45°28'55" EAST TO A POINT OF TANGENCY; THENCE RUN NORTH 89°52'19" EAST, 548.07 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN SOUTH 00°07'41" EAST, 50.00 FEET; THENCE RUN SOUTH 89° 52' 19" WEST, 95.01 FEET; THENCE RUN SOUTH 00°07'41" EAST, 65.00 FEET; THENCE RUN NORTH 89°52'19" EAST, 120.00 FEET TO A POINT LYING ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF ZEPHER LILY AVENUE; THENCE RUN ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF AFORESAID TRACT FD-2B, THE FOLLOWING COURSES; THENCE RUN SOUTH 00°07'41" EAST, 150.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27, A CHORD LENGTH OF 35.36 FEET, A CHORD BEARING OF SOUTH 44°52'19" WEST; THENCE RUN SOUTH 00°07'41" EAST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°07'41" EAST, TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 89°30'17" WEST, 14.32 FEET; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET; THENCE RUN NORTH 89°30'17" EAST, 13.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°22'02", AND ARC LENGTH OF 39.43 FEET, A CHORD LENGTH OF 35.47 FEET AND A CHORD BEARING OF SOUTH 45°18'42" EAST TO A THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'41" EAST, 195.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'58", AN ARC LENGTH OF 39.11 FEET, A CHORD LENGTH OF 35.24 FEET AND A CHORD BEARING OF SOUTH 44°41'18" WEST; THENCE RUN SOUTH 00°29'43" EAST, 50.00 FEET, NON-TANGENT TO SAID CURVE; THENCE RUN NORTH 89°30'17 EAST, 35.04 FEET; THENCE RUN SOUTH 00°29'43" EAST, 143.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 18.752 ACRES MORE OR LESS.

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

7E

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

**KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
DISCLOSURE OF PUBLIC FINANCE
(2024 BONDS / ASSESSMENT AREA TWO)**

The Kelly Park Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. This disclosure supplements that prior *Disclosure of Public Finance (2023 Bonds / Assessment Area One)*, dated _____, and recorded at _____, in the Public Records of Orange County, Florida, which prior disclosure otherwise remains in full force and effect.

DESCRIPTION OF 2024 PROJECT, BONDS & ASSESSMENTS

On _____, the District issued its \$_____ Special Assessment Bonds, Series 2024 (Assessment Area Two Project) (“**Bonds**”) to finance a portion of its capital improvement plan known as the “2024 Project” (“**Project**”), which is intended to serve Phases 2A and 2B of the development. The Project includes, among other things, drainage and surface water management infrastructure, water and sewer utilities, landscape buffers, irrigation, and soft costs. The Project is estimated to cost approximately \$_____, and is described in more detail in the *Second Supplemental Engineer’s Report*, dated _____ (“**Engineer’s Report**”).

The Bonds are secured by special assessments (“**Assessments**”) levied and imposed on the benefitted lands within the District known as “**Assessment Area Two**.” The Assessments are further described in the *Master Special Assessment Methodology Report*, dated July 6, 2022, and as supplemented by the *Final Second Supplemental Special Assessment Methodology Report*, dated _____ (together, the “**Assessment Report**”).

A detailed description of all of the District’s assessments, fees and charges, as well as copies of the Engineer’s Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Please note that changes to the District’s capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Disclosure of Public Finance has been executed to be effective as of the ____ day of _____.

WITNESS

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of District

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

8

November 18, 2024

Kelly Park Community Development District
c/o Wrathell, Hunt and Associates
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Kelly Park CDD, Series 2025 Bonds

Dear Mr. Wrathell:

We are writing to provide you, as the Kelly Park 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)¹ (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.

¹ 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

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kelly Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTING FISCAL YEAR 2024/2025 MEETING SCHEDULE. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 25th day of November, 2024.

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
December __, 2024	Regular Meeting	__:__ AM/PM
January __, 2025	Regular Meeting	__:__ AM/PM
February __, 2025	Regular Meeting	__:__ AM/PM
March __, 2025	Regular Meeting	__:__ AM/PM
April __, 2025	Regular Meeting	__:__ AM/PM
May __, 2025	Regular Meeting	__:__ AM/PM
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

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October 21, 2024

Kelly Park Community Development District
c/o Craig Wrathell, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Crossroads at Kelly Park Phases 1-2 Utilities Improvements


Dear Craig,

Pursuant to the *Restated Acquisition Agreement (Galvin-Harris Project Area / Phase 1B)*, dated December 11, 2023 ("**Acquisition Agreement**"), by and between the Kelly Park Community Development District ("**District**") and Galvin Land Services, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, to the extent available, the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County and/or for turnover of the roadways (which comprise a portion of the Improvements) to the County and/or City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**


Name: ROBERT NOORDSTAR
Title: VICE PRESIDENT

Sincerely,
GALVIN LAND SERVICES, LLC

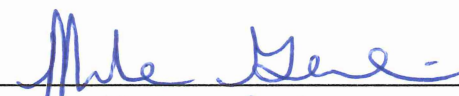
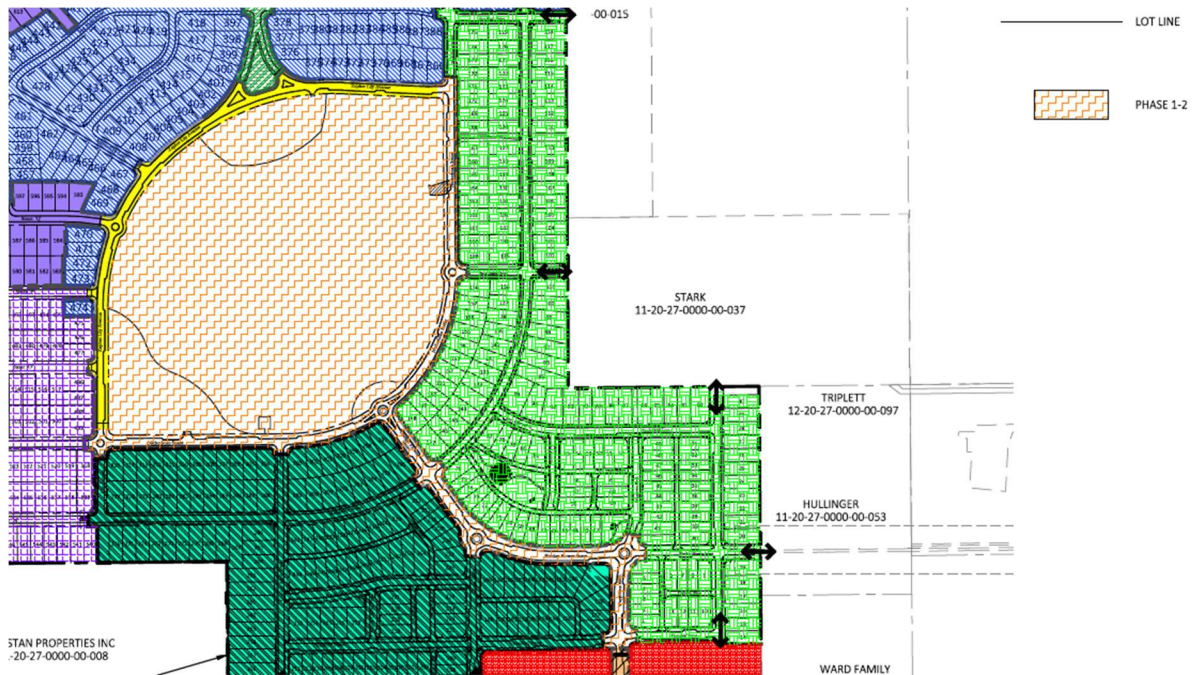

Name: MIKE GALVIN
Title: MANAGER

EXHIBIT A

Description of Crossroads at Kelly Park Phases 1-2 Utilities Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nickerbean Street, Blanket Flower Street, and Waypointe Boulevard (Public Rights-of-Way), Tract LS-1 (Lift Station), and any "Utility Easements," as identified in Phase 1-2 of the map below and as further identified in the plat known as *Crossroads at Kelly Park Phases 1-2, 1-3 and 2*, as recorded in Plat Book 116, Pages 70 – 74, of the Official Records of Orange County, Florida.



Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$1,196,562.50	\$1,136,733.94	\$0.00	\$59,828.56
Water	\$792,220.33	\$752,609.36	\$0.00	\$39,610.97
Reclaimed Water	<u>\$462,661.93</u>	<u>\$439,528.86</u>	<u>\$0.00</u>	<u>\$23,133.07</u>
Totals:	\$2,451,444.76	\$2,328,872.16	\$0.00	\$122,572.60

CORPORATE DECLARATION REGARDING COSTS PAID
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]

I, Mike Galvin, as Manager of Galvin Land Services, LLC, a Florida limited liability company (“Developer”), do hereby state as follows:


1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Mike Galvin, and I am Manager of the Developer. I have authority to make this Declaration on behalf of the Developer.
3. Developer is the developer of certain lands within the Kelly Park Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes (“District”).
4. The District’s *Engineer’s Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated October 25, 2023 (together, “**Engineer’s Report**”) describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
CORPORATE DECLARATION REGARDING COSTS PAID
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]**

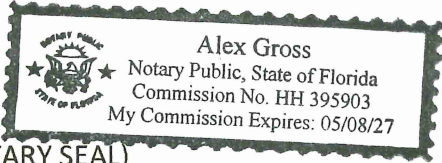
Executed this 21st day of October, 2024.

GALVIN LAND SERVICES, LLC


Name: Mike GALVIN
Title: MANAGER

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 21st day of October, 2024, by Mike Galvin as Manager of Galvin Land Services, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced (personally known) as identification.



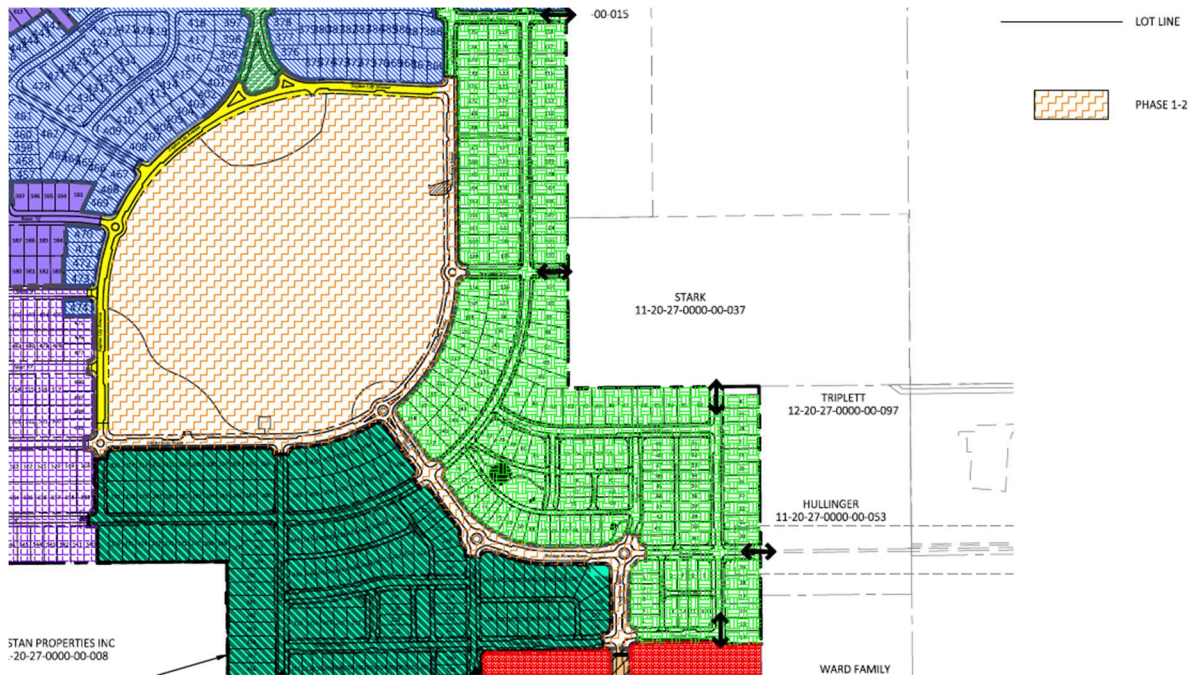
(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida
Name: Alex Gross
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Crossroads at Kelly Park Phases 1-2 Utilities Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nickerbean Street, Blanket Flower Street, and Waypointe Boulevard (Public Rights-of-Way), Tract LS-1 (Lift Station), and any "Utility Easements," as identified in Phase 1-2 of the map below and as further identified in the plat known as *Crossroads at Kelly Park Phases 1-2, 1-3 and 2*, as recorded in Plat Book 116, Pages 70 – 74, of the Official Records of Orange County, Florida.



Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
Sanitary Sewer	\$1,196,562.50	\$1,136,733.94	\$0.00	\$59,828.56
Water	\$792,220.33	\$752,609.36	\$0.00	\$39,610.97
Reclaimed Water	<u>\$462,661.93</u>	<u>\$439,528.86</u>	<u>\$0.00</u>	<u>\$23,133.07</u>
Totals:	\$2,451,444.76	\$2,328,872.16	\$0.00	\$122,572.60

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 22 day of October, 2024, by **Blue Ox Enterprises, LLC (“Contractor”)**, with an address of 500 North Way, Sanford, Florida 32773, in favor of the **Kelly Park Community Development District (“District”)**, which is a local unit of special-purpose government situated in the City of Apopka, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Agreement Between Owner and Contractor (“Contract”)* dated September 2023, and between Contractor and Galvin Land Services, LLC (**“Developer”**), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements.

BLUE OX ENTERPRISES, LLC



By: MATHEW LEMBRICH
Its: CFO

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22ND day of OCTOBER, 2024, by MATHEW LEMBRICH as CFO of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF _____

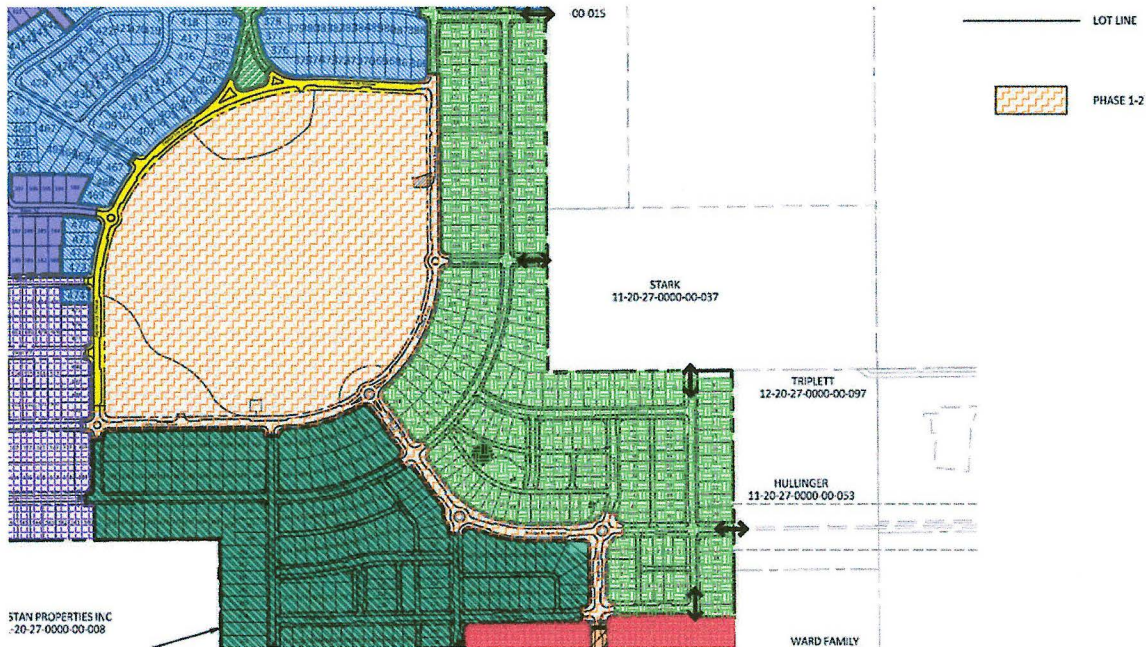
(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Crossroads at Kelly Park Phases 1-2 Utilities Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nickerbean Street, Blanket Flower Street, and Waypointe Boulevard (Public Rights-of-Way), Tract LS-1 (Lift Station), and any "Utility Easements," as identified in Phase 1-2 of the map below and as further identified in the plat known as *Crossroads at Kelly Park Phases 1-2, 1-3 and 2*, as recorded in Plat Book 116, Pages 70 – 74, of the Official Records of Orange County, Florida.



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Totals:	\$2,451,444.76	\$2,328,872.16	\$0.00	\$122,572.60

DISTRICT ENGINEER'S CERTIFICATE
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]

November 13, 2024

Board of Supervisors
Kelly Park Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

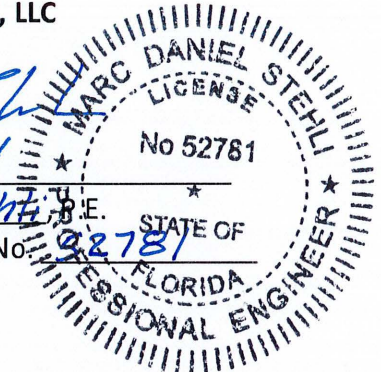
The undersigned is a representative of Poulos & Bennett, LLC ("**District Engineer**"), as District Engineer for the Kelly Park Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Galvin Land Services, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated October 25, 2023 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

POULOS & BENNETT, LLC

M. D. Stehli
11/13/2024
Marc D. Stehli
Florida Registration No. 92781
District Engineer



STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13 day of November, 2024, by Marc D. Stehli as District Engineer of Poulos & Bennett, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



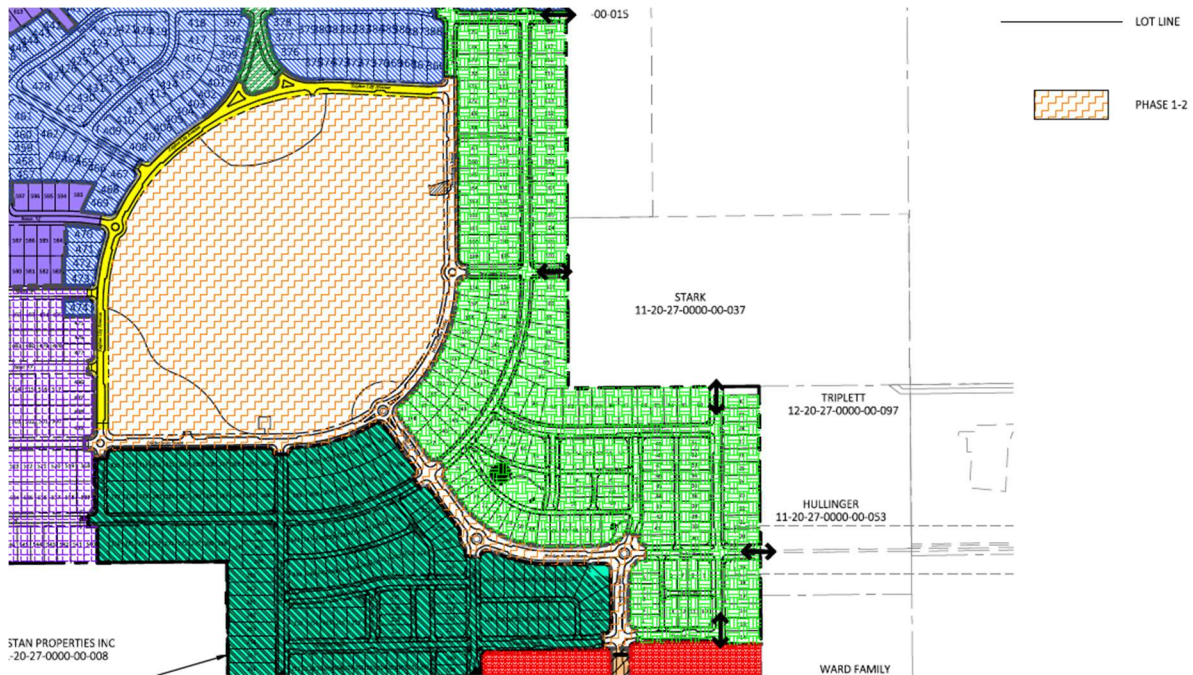
(NOTARY SEAL)

Stacey Ann Gray
NOTARY PUBLIC, STATE OF Florida
Name: Stacey Ann Gray
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated October 25, 2023.

Improvement	Total amount	Paid to date	Balance owed	Retainage
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Totals:	\$2,451,444.76	\$2,328,872.16	\$0.00	\$122,572.60

BILL OF SALE AND LIMITED ASSIGNMENT
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 21 day of October, 2024, by and between **Galvin Land Services, LLC**, a Florida limited liability company, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 (“**Grantor**”), and **Kelly Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, “**AS IS, WHERE IS**”, AND “**WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all

claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

GALVIN LAND SERVICES, LLC

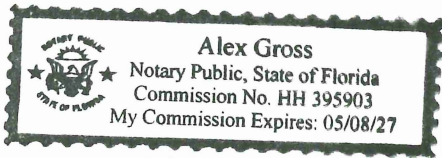
By: [Signature]
Name: ROBERT KOLOSIAL

[Signature]
Name: MIKE GALVIN
Title: MANAGER

By: Alia Cowan
Name: Alia Cowan

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of October, 2024, by Mike Galvin as Manager of Galvin Land Services, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced (personally known) as identification.



(NOTARY SEAL)

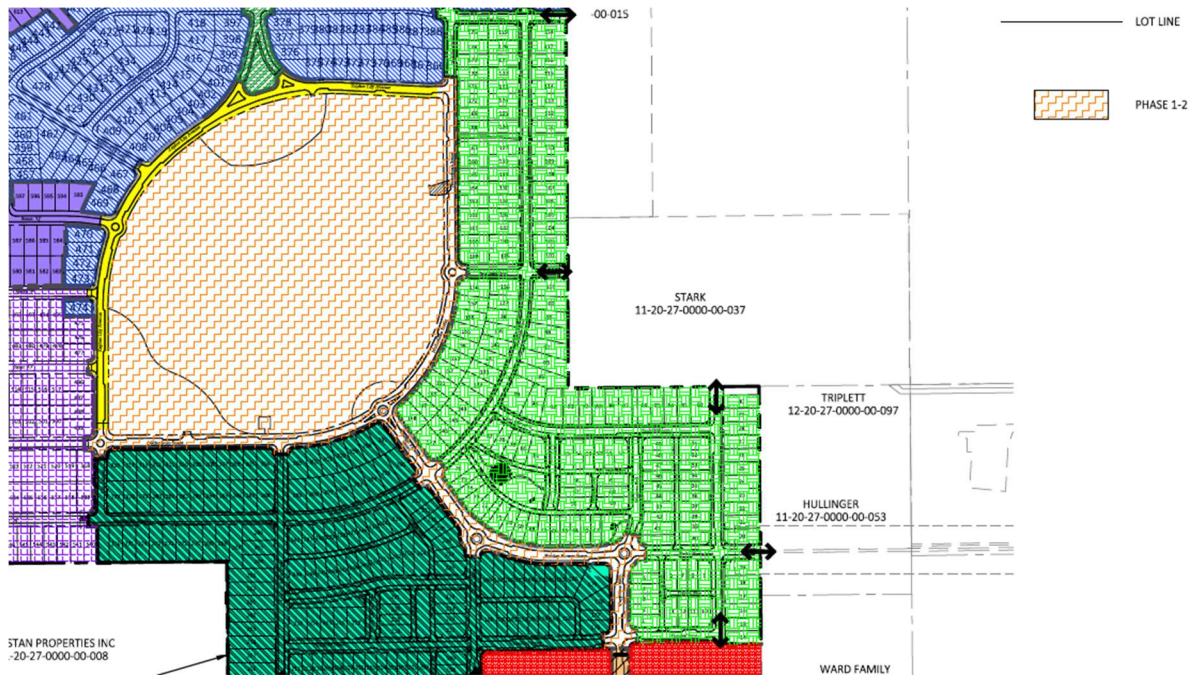
[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Alex Gross
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Crossroads at Kelly Park Phases 1-2 Utilities Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nickerbean Street, Blanket Flower Street, and Waypointe Boulevard (Public Rights-of-Way), Tract LS-1 (Lift Station), and any "Utility Easements," as identified in Phase 1-2 of the map below and as further identified in the plat known as *Crossroads at Kelly Park Phases 1-2, 1-3 and 2*, as recorded in Plat Book 116, Pages 70 – 74, of the Official Records of Orange County, Florida.



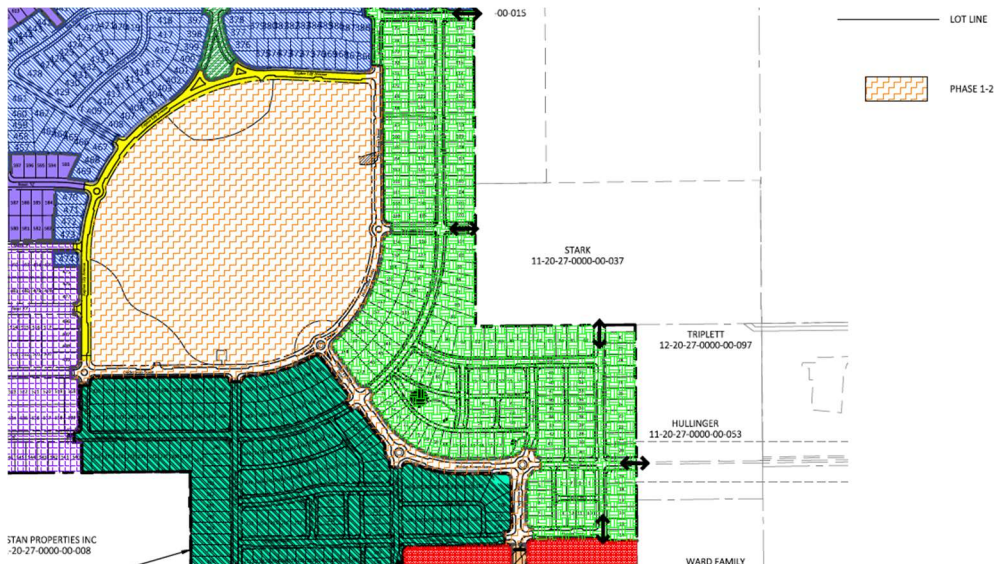
Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements as described in the *Engineer’s Report*, dated July 6, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated October 25, 2023.

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Reclaimed Water	<u>\$462,661.93</u>	<u>\$439,528.86</u>	<u>\$0.00</u>	<u>\$23,133.07</u>
Totals:	\$2,451,444.76	\$2,328,872.16	\$0.00	\$122,572.60

BILL OF SALE
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the City of Apopka, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **THE CITY OF APOPKA, FLORIDA** (Grantee) the following:

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nickerbean Street, Blanket Flower Street, and Waypointe Boulevard (Public Rights-of-Way), Tract LS-1 (Lift Station), and any "Utility Easements," as identified in Phase 1-2 of the map below and as further identified in the plat known as *Crossroads at Kelly Park Phases 1-2, 1-3 and 2*, as recorded in Plat Book 116, Pages 70 – 74, of the Official Records of Orange County, Florida.



To have and to hold the same to the City of Apopka, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO BILL OF SALE
[CROSSROADS AT KELLY PARK PHASES 1-2 UTILITIES IMPROVEMENTS]**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 21 day of October, 2024.

WITNESSES

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

Cristal White
Name: Cristal White

By: Seth Bennett
Name: Seth Bennett
Title: Chairperson

Marlee Jimmes
Name: Marlee Jimmes

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of October, 2024, by Seth Bennett as Chairperson of Kelly Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of such entity, who appeared before me this day in person, who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida
Name: Stacey Ann Gray
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE DATE, TIME AND LOCATION FOR LANDOWNERS’ MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors (the “Board”) previously adopted Resolution 2024-07, Designating a Date, Time, and Location for a Landowners’ Meeting; Providing for Publication, Providing for an Effective Date; and

WHEREAS, the Board desires to ratify its actions in redesignating the date, time, and location of the Landowners’ Meeting and the District Manager’s action in providing the required notice landowners’ meeting and election, proxy, ballot form and instructions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The actions of the District Manager in redesignating the date, time, and location of the Landowners’ Meeting and providing the notice are hereby ratified. Resolution 2024-07 is hereby amended to reflect that the date, time, and location of Landowners’ Meeting as declared in Resolution 2024-07 is redesignated to 10:00 a.m., on November 25, 2024, at American Lawyers International PLLC, 6909 Old Hwy 441, Suite 109, Mt. Dora, Florida 32757.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-07 continue in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of November, 2024.

ATTEST:

**KELLY PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025**

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
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Assessment Summary	7

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2024	Projected through 03/31/2024	Projected through 9/30/2024	Total Actual & Projected	Adopted Budget FY 2025
REVENUES					
Assessment levy: off-roll	\$ -	25,230	\$ (25,230)	-	\$ 248,354
Landowner contribution	110,290	30,730	80,570	111,300	-
Cost share DHIC	-	-	-	-	10,622
Cost share PRM	-	-	-	-	4,552
Total revenues	110,290	55,960	55,340	111,300	263,528
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	20,000	10,928	9,072	20,000	20,000
Engineering	15,000	11,267	3,733	15,000	15,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	334	666	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	250	59	191	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	483	6,017	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	5,500
Contingencies/bank charges	750	8	742	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
EMMA DTS software	-	-	-	-	1,500
Total professional & administrative	110,290	48,804	61,486	110,290	111,790
Field operations					
Field Management	-	-	-	-	5,000
Stormwater Manager					
Dry pond mowing	-	-	-	-	37,767
Pond bank erosion repairs	-	-	-	-	5,000
Park Operations					
Landscape maintenance contract	-	-	-	-	53,906
Reclaimed irrigation	-	-	-	-	31,065
Plant replacement	-	-	-	-	2,500
Irrigation repairs	-	-	-	-	1,000
Utilities water/sewer electric	-	-	-	-	2,500
Janitorial	-	-	-	-	7,500
Pressure washing	-	-	-	-	3,000
Miscellaneous repairs/maint	-	-	-	-	2,500
Total field operations	-	-	-	-	151,738
Total expenditures	110,290	48,804	61,486	110,290	263,528
Excess/(deficiency) of revenues over/(under) expenditures	-	7,156	(6,146)	1,010	-
Fund balance - beginning (unaudited)	-	(1,010)	6,146	(1,010)	-
Fund balance - ending	\$ -	\$ 6,146	\$ -	\$ -	\$ -

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 20,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 15,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 500

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 1,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee 5,500

Annual fee for the service provided by trustee, paying agent and registrar.

Telephone 200

Telephone and fax machine.

Postage 250

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 6,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 750

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

EMMA DTS software 1,500

Field operations

Field Management 5,000

Stormwater Manager

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Dry pond mowing	37,767
Pond bank erosion repairs	5,000
Park Operations	
Landscape maintenance contract	53,906
Reclaimed irrigation	31,065
Plant replacement	2,500
Irrigation repairs	1,000
Utilities water/sewer electric	2,500
Janitorial	7,500
Pressure washing	3,000
Miscellaneous repairs/maint	2,500
Total expenditures	<u><u>\$263,528</u></u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Adopted Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ 542,661	-	542,661	542,661	\$ 610,325
Interest	-	6,905	-	6,905	-
Total revenues	<u>542,661</u>	<u>6,905</u>	<u>542,661</u>	<u>549,566</u>	<u>610,325</u>
EXPENDITURES					
Debt service					
Principal	-	-	-	-	100,000
Interest	193,664	-	193,664	193,664	495,431
Cost of issuance	230,995	220,695	-	220,695	-
Total expenditures	<u>424,659</u>	<u>220,695</u>	<u>193,664</u>	<u>414,359</u>	<u>595,431</u>
Excess/(deficiency) of revenues over/(under) expenditures	118,002	(213,790)	348,997	135,207	14,894
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	1,036,154	1,036,154	-	1,036,154	-
Underwriter's Discount	(164,900)	(164,900)	-	(164,900)	-
Original issue discount	(29,934)	(29,934)	-	(29,934)	-
Transfers out	-	(6,720)	-	(6,720)	-
Total other financing sources/(uses)	<u>841,320</u>	<u>834,600</u>	<u>-</u>	<u>834,600</u>	<u>-</u>
Net increase/(decrease) in fund balance	959,322	620,810	348,997	969,807	14,894
Fund balance:					
Beginning fund balance (unaudited)	-	(13,144)	607,666	(13,144)	956,663
Ending fund balance (projected)	<u>\$ 959,322</u>	<u>\$ 607,666</u>	<u>\$ 956,663</u>	<u>\$ 956,663</u>	<u>971,557</u>
Use of fund balance:					
Debt service reserve account balance (required)					(610,325)
Principal expense - November 1, 2025					(115,000)
Interest expense - November 1, 2025					(246,434)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ (202)</u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/24	100,000.00	5.125%	248,996.88	348,996.88	8,145,000.00
05/01/25			246,434.38	246,434.38	8,145,000.00
11/01/25	115,000.00	5.125%	246,434.38	361,434.38	8,030,000.00
05/01/26			243,487.50	243,487.50	8,030,000.00
11/01/26	120,000.00	5.125%	243,487.50	363,487.50	7,910,000.00
05/01/27			240,412.50	240,412.50	7,910,000.00
11/01/27	125,000.00	5.125%	240,412.50	365,412.50	7,785,000.00
05/01/28			237,209.38	237,209.38	7,785,000.00
11/01/28	135,000.00	5.125%	237,209.38	372,209.38	7,650,000.00
05/01/29			233,750.00	233,750.00	7,650,000.00
11/01/29	140,000.00	5.125%	233,750.00	373,750.00	7,510,000.00
05/01/30			230,162.50	230,162.50	7,510,000.00
11/01/30	150,000.00	5.125%	230,162.50	380,162.50	7,360,000.00
05/01/31			226,318.75	226,318.75	7,360,000.00
11/01/31	155,000.00	6.000%	226,318.75	381,318.75	7,205,000.00
05/01/32			221,668.75	221,668.75	7,205,000.00
11/01/32	165,000.00	6.000%	221,668.75	386,668.75	7,040,000.00
05/01/33			216,718.75	216,718.75	7,040,000.00
11/01/33	175,000.00	6.000%	216,718.75	391,718.75	6,865,000.00
05/01/34			211,468.75	211,468.75	6,865,000.00
11/01/34	185,000.00	6.000%	211,468.75	396,468.75	6,680,000.00
05/01/35			205,918.75	205,918.75	6,680,000.00
11/01/35	195,000.00	6.000%	205,918.75	400,918.75	6,485,000.00
05/01/36			200,068.75	200,068.75	6,485,000.00
11/01/36	210,000.00	6.000%	200,068.75	410,068.75	6,275,000.00
05/01/37			193,768.75	193,768.75	6,275,000.00
11/01/37	220,000.00	6.000%	193,768.75	413,768.75	6,055,000.00
05/01/38			187,168.75	187,168.75	6,055,000.00
11/01/38	235,000.00	6.000%	187,168.75	422,168.75	5,820,000.00
05/01/39			180,118.75	180,118.75	5,820,000.00
11/01/39	250,000.00	6.000%	180,118.75	430,118.75	5,570,000.00
05/01/40			172,618.75	172,618.75	5,570,000.00
11/01/40	265,000.00	6.000%	172,618.75	437,618.75	5,305,000.00
05/01/41			164,668.75	164,668.75	5,305,000.00
11/01/41	280,000.00	6.000%	164,668.75	444,668.75	5,025,000.00
05/01/42			156,268.75	156,268.75	5,025,000.00
11/01/42	295,000.00	6.000%	156,268.75	451,268.75	4,730,000.00
05/01/43			147,418.75	147,418.75	4,730,000.00
11/01/43	315,000.00	6.000%	147,418.75	462,418.75	4,415,000.00
05/01/44			137,968.75	137,968.75	4,415,000.00
11/01/44	330,000.00	6.250%	137,968.75	467,968.75	4,085,000.00
05/01/45			127,656.25	127,656.25	4,085,000.00
11/01/45	350,000.00	6.250%	127,656.25	477,656.25	3,735,000.00
05/01/46			116,718.75	116,718.75	3,735,000.00
11/01/46	375,000.00	6.250%	116,718.75	491,718.75	3,360,000.00
05/01/47			105,000.00	105,000.00	3,360,000.00
11/01/47	400,000.00	6.250%	105,000.00	505,000.00	2,960,000.00
05/01/48			92,500.00	92,500.00	2,960,000.00

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48	420,000.00	6.250%	92,500.00	512,500.00	2,540,000.00
05/01/49			79,375.00	79,375.00	2,540,000.00
11/01/49	450,000.00	6.250%	79,375.00	529,375.00	2,090,000.00
05/01/50			65,312.50	65,312.50	2,090,000.00
11/01/50	475,000.00	6.250%	65,312.50	540,312.50	1,615,000.00
05/01/51			50,468.75	50,468.75	1,615,000.00
11/01/51	505,000.00	6.250%	50,468.75	555,468.75	1,110,000.00
05/01/52			34,687.50	34,687.50	1,110,000.00
11/01/52	540,000.00	6.250%	34,687.50	574,687.50	570,000.00
05/01/53			17,812.50	17,812.50	570,000.00
11/01/53	570,000.00	6.250%	17,812.50	587,812.50	-
Total	8,245,000.00		9,735,296.90	17,980,296.90	

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments

Series 2023 Phase 1A

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	64	\$ 579.67	\$ 1,176.00	\$ 1,176.00	\$ 1,045.62
SF 52'	111	579.67	1,528.80	1,528.80	1,359.31
SF 56'	-	579.67	-	-	-
Total	175				

Series 2023 Phase 1B

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	74	\$ 579.67	\$ 2,286.38	2866.05	\$ 2,032.90
SF 52'	66	579.67	2,972.30	3551.97	2,642.77
SF 56'	-	579.67	-	-	-
Total	140				

Off-Roll Assessments

Future Phase(s)

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
SF 40'	94	\$ 146.13	\$ -	\$ 146.13	n/a
SF 52'	319	146.13	-	146.13	n/a
SF 56'	37	146.13	-	146.13	n/a
Total	450				

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12A

RESOLUTION 2025-05

[AMENDED & RESTATED APPROPRIATIONS RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2024-10; RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District previously adopted Resolution 2024-10 which adopted the budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the budget attached to Resolution 2024-10 ("**Adopted Budget**") contained certain scrivener's errors and does not reflect what was publicly noticed and/or presented to the District's Board of Supervisors; and;

WHEREAS, Board hereby determines that it is in the best interests of the District, and necessary for the conduct of District business, to amend and restate Resolution 2024-10 in its entirety as set forth below; and

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors ("**Board**") of the District proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Kelly Park Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the

original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. CONFLICTS. All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of November, 2024.

ATTEST:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: _____

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget(s)

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12B

RESOLUTION 2025-06

[AMENDED & RESTATED ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION 2024-11; MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted Resolution 2024-11 which levied and imposed operations and maintenance assessments to fund the District's Adopted Budget (herein defined) and set forth the collection of special assessments; and

WHEREAS, Resolution 2024-11 ("**Budget Resolution**"), which adopted the Adopted Budget, was later amended and restated to address certain scrivener's errors; and

WHEREAS, Board hereby determines that it is in the best interests of the District, and necessary for the conduct of District business, to amend and restate Resolution 2024-11 in its entirety as set forth below, and in order to incorporate the changes to the Budget Resolution and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District, and, regardless of imposition method, and pursuant to Sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such assessments by direct bill or on the tax roll; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT. [RESERVED.]

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

i. Benefit Findings. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

ii. Assessment Imposition. Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

iii. Maximum Rate. Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

c. DEBT SERVICE SPECIAL ASSESSMENTS. The District's Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

a. Tax Roll Assessments. If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. Direct Bill Assessments. If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District's Board finds and

determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2025.
 - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 25th day of November, 2024.

ATTEST:

**KELLY PARK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (identifying Tax Roll and Direct Collect Property)

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2024**

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 27,731	\$ -	\$ -	\$ 27,731
Investments				
Revenue	-	348,996	-	348,996
Reserve	-	612,737	-	612,737
Construction	-	-	21,309	21,309
Interest	-	11,064	-	11,064
Undeposited funds	2,800	-	-	2,800
Due from Galvin Harris	5,227	-	-	5,227
Due from Dreamfinders	18,097	-	-	18,097
Due from debt service fund	100	-	-	100
Total assets	<u>\$ 53,955</u>	<u>\$ 972,797</u>	<u>\$ 21,309</u>	<u>\$ 1,048,061</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 22,555	\$ -	\$ -	\$ 22,555
Contracts payable	-	-	1,157	1,157
Retainage payable	-	-	649,166	649,166
Due to Landowner	-	13,144	1,561	14,705
Due to general fund	-	100	-	100
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>28,555</u>	<u>13,244</u>	<u>651,884</u>	<u>693,683</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	23,324	-	-	23,324
Total deferred inflows of resources	<u>23,324</u>	<u>-</u>	<u>-</u>	<u>23,324</u>
Fund balances:				
Restricted for:				
Debt service	-	959,553	-	959,553
Capital projects	-	-	(630,575)	(630,575)
Unassigned	2,076	-	-	2,076
Total fund balances	<u>2,076</u>	<u>959,553</u>	<u>(630,575)</u>	<u>331,054</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 53,955</u>	<u>\$ 972,797</u>	<u>\$ 21,309</u>	<u>\$ 1,048,061</u>

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	-	-	248,354	0%
Cost share DHIC	-	-	10,622	0%
Cost share PRM	-	-	4,552	0%
Total revenues	<u>-</u>	<u>-</u>	<u>263,528</u>	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	20,000	0%
Engineering	-	-	15,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
EMMA Software Service	1,500	1,500	1,500	100%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	5,500	0%
Telephone	17	17	200	9%
Postage	-	-	250	0%
Printing & binding	42	42	500	8%
Legal advertising	-	-	6,500	0%
Annual special district fee	175	175	175	100%
Insurance	5,408	5,408	5,500	98%
Contingencies/bank charges	89	89	750	12%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>11,314</u>	<u>11,314</u>	<u>111,790</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	(11,314)	(11,314)	151,738	
Fund balances - beginning	13,390	13,390	-	
Fund balances - ending	<u>\$ 2,076</u>	<u>\$ 2,076</u>	<u>\$ 151,738</u>	

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	2,455	2,455
Total revenues	2,455	2,455
EXPENDITURES		
Debt service		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2,455	2,455
Net change in fund balances	2,455	2,455
Fund balances - beginning	957,098	957,098
Fund balances - ending	\$ 959,553	\$ 959,553

**KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 48	\$ 48
Total revenues	48	48
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	48	48
Net change in fund balances	48	48
Beginning fund balance	(630,623)	(630,623)
Ending fund balance	\$ (630,575)	\$ (630,575)

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
KELLY PARK COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Kelly Park Community Development District held Public Hearings and a Regular Meeting on August 21, 2024 at 1:30 p.m., at the offices of Poulos & Bennett, LLC, 2602 E Livingston Street, Orlando, Florida 32803.

Present were:

Seth Bennett	Chair
Quint “Robert” Noordstar	Vice Chair
Alex Gross	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Ashley Ligas (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 1:30 p.m.

Supervisors Bennett, Noordstar and Gross were present. Supervisor Avelli and Supervisor-Appointee Taryn Galvin were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Taryn Galvin Notice of Intent to Decline Election/Appointment to Board [Seat 3]

Mr. Torres presented Ms. Taryn Galvin’s Notice of Intent to decline appointment to Seat 3.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, Ms. Taryn Galvin’s Notice of Intent to Decline Appointment to Seat 3, was accepted.

42 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Seat 3; Term Expires November
2024**

- 46 • **Administration of Oath of Office (the following will be provided in a separate package)**

47 **A. Required Ethics Training and Disclosure Filing**

- 48 • **Sample Form 1 2023/Instructions**

49 **B. Membership, Obligations and Responsibilities**

50 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

51 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
52 Public Officers**

53 These items were deferred.

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55 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-09,
Electing and Removing Officers of the
District and Providing for an Effective Date**

59 This item was deferred.

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61 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

64 **A. Proof/Affidavit of Publication**

65 The affidavit of publication was included for informational purposes.

66 **B. Consideration of Resolution 2024-10, Relating to the Annual Appropriations and
67 Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending
68 September 30, 2025; Authorizing Budget Amendments; and Providing an Effective
69 Date**

70 Mr. Torres presented Resolution 2024-10. He distributed and reviewed the proposed
71 Fiscal Year 2025 budget, highlighting any increases, decreases and adjustments, compared to
72 the Fiscal Year 2024 budget, and explained the reasons for any changes. The revenues from the
73 cost shares with DHIC and PRM will help defray Field Operations expenses. This is a Landowner-
74 funded budget with expenses funded as they are incurred. It was noted that the Field
75 Operations expenditures will not begin until CDD maintenance contracts become effective.

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On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, Resolution 2024-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Torres presented Resolution 2024-11, which allows the CDD to impose and collect the assessments utilizing the services of the Property Appraiser and Tax Collector.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

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On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, Resolution 2024-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Torres presented Resolution 2024-08.

The consensus was to continue meeting on an as-needed basis and not adopt a formal meeting schedule.

NINTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Torres presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

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TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

On MOTION by Mr. Gross and seconded by Mr. Noordstar, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

ELEVENTH ORDER OF BUSINESS

Approval of May 23, 2024 Regular Meeting Minutes

On MOTION by Mr. Gross and seconded by Mr. Bennett, with all in favor, the May 23, 2024 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Poulos & Bennett, LLC**
- C. District Manager: Wrathell, Hunt and Associates, LLC**
 - NEXT MEETING DATE: TBD**
 - QUORUM CHECK**

There were no Staff reports.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Noordstar and seconded by Mr. Gross, with all in favor, the meeting adjourned at 1:41 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair