

*Rolling Hills  
Community Development District*

*October 12, 2021*



# *Rolling Hills*

## *Community Development District*

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*475 West Town Place, Suite 114*  
*Phone: 904-940-5850 - Fax: 904-940-5899*

August 4, 2021

Board of Supervisors  
Rolling Hills Community  
Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Rolling Hills Community Development District will be held Tuesday, October 12, 2021 at 6:00 p.m. at the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida 32043. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
  - A. Appointment of New Supervisor to Fill the Unexpired Term of Office (11/22)
  - B. Oath Office for Newly Appointed Supervisor
  - C. Election of New Supervisor, Resolution 2022-01
- IV. Approval of Minutes of the August 10, 2021 Meeting
- V. Series 2020 Project:
  - A. Update Regarding Series 2020 Project
  - B. Ratification/Consideration of Requisitions (49-53) (54-56)
- VI. Series 2021 Project:
  - A. Update Regarding Series 2021 Project
  - B. Consideration of Qualifications for District Engineer Services
  - C. Consideration of Delegated Award Resolution, 2022-02
  - D. Document Transferring Responsibilities from CBCP to Garden Street
  - E. Developer Agreement
    1. Collateral Assignment Agreement
    2. True-Up Agreement
    3. Declaration of Consent
    4. Acquisition Agreement
    5. Completion Agreement
- VII. Ratification of Water Management Agreement with The Lake Doctors
- VIII. Other Business
- IX. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager
  - D. Operations / Amenity Manager
    1. Report
    2. Monthly Quality Inspection Report



- X. Supervisor's Requests
- XI. Audience Comments
- XII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule
  - C. Check Register
- XIII. Next Scheduled Meeting: December 14, 2021 @ 6:00 p.m. at the Rolling Hills Amenity Center
- XIV. Adjournment

The third order of business is organizational matters. Enclosed is a copy of two resumes received for consideration. Once appointed, the new supervisor will subscribe to an Oath of Office and the Board can consider appointing him or her as an officer of the District by adopting Resolution 2021-01, which is enclosed.

Enclosed for your review and approval is a copy of the minutes from the August 10, 2021 meeting.

The fifth order of business is regarding the Series 2020 project. Enclosed is a copy of the requisitions as outlined above.

The sixth order of business is regarding the Series 2021 project. Enclosed is a copy of the RFQ's received for District engineer services along with a copy of Resolution 2022-02, the document transferring responsibilities from CBCP to Garden Street and copies of the Developer Agreements. Any additional support material will be sent under separate cover.

The seventh order of business is ratification of water management agreement, which is enclosed for you review.

Enclosed under the Operations / Amenity Manager's report are the items as outlined above.

Enclosed are the financials, assessment receipt schedule and the check register.

The balance of the agenda is routine in nature, and any additional support material will be presented and discussed at the meeting. If you have any questions in the meantime, please feel free to contact me.

Sincerely,  
*Marilee Giles*

Marilee Giles  
Manager

cc: Katie Buchanan



## *AGENDA*



# *Rolling Hills Community Development District Agenda*

Tuesday  
October 12, 2021  
6:00 p.m.

Rolling Hills Amenity Center  
3212 Bradley Creek Parkway  
Green Cove Springs, Florida 32043  
**District Website:** [www.rollinghillscdd.com](http://www.rollinghillscdd.com)

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**Community Interest:**

- A. Amenity Center – *Chairperson Jordan*
- B. Security & Technology –*Supervisor Miller*
- C. Communications, Programming/Events, Finance & Accounting –
- D. Landscape & Pond Maintenance – *Supervisor Church*



### *THIRD ORDER OF BUSINESS*



*A.*



# HELANA CORMIER

2839 Woodbridge Crossing Court  
Green Cove Springs, FL 32043  
(904) 254-5792  
helanajcormier@gmail.com

**Objective:** Seeking a full/part-time position as an Administrative Assistant or an available position where my experience would be beneficial.

## Skills & Abilities:

- Supervised Students
- Bookkeeper
- Case Management
- Communication
- Receptionist
- Responsible

## Experience Highlights:

- Assist in Classrooms (4<sup>th</sup> 5<sup>th</sup> 6<sup>th</sup> grades), with Small Groups, and Individually with Students
- Coordinated and Facilitated Data Busters and Youth in Action Program (Clay County)
- Prepared and Managed Program Event Calendar
- Effectively Worked with Disadvantaged At-risk Youth
- Supervised up to 20 Students in Summer/ Afterschool Youth Programs
- Ability to Communicate Effectively with Parents, Students, Teachers, and Guidance Counselors
- Organized Program Activities with Local Community and other Non-Profit Agencies
- Prepared Case Management Reports, Documents, Correspondence, and Invoices
- Experienced with Copier, Fax, Shredder and Laminator machines
- Payroll for up to 12 Employees and Various Sub-contractors

## Employment History:

Administrative Support Assistant	Clay County School Board	10-2019/ current
Seasonal Attendant/ Deck Monitor	RMS	06-2019/ 09-2019
Substitute Teacher	Kelly Services	03-2018/ 09-2019
ESE Assistant	Clay County School Board	12-2015/ 07-2016
Substitute Teacher or Assistant	Kelly Services	12-2013/ 12-2015
Substitute Teacher's Assistant	Clay County School Board	08-2010/ 12-2013
Temporary CROP Assistant	SJRState College	05-2014/ 06-2014
Temporary On-Site Assistant	NFCAA	06-2013/ 09-2013
Temporary Tutor/ Assistant	SJRState College	12-2012/ 06-2013
Temporary On-Site Assistant	NFCAA	06-2012/ 08-2012
Temporary On-Site Assistant	NFCAA	06-2011/ 08-2011
Temporary On-Site Assistant	NFCAA	06-2010/ 08-2010
Secretary/Bookkeeper	Cormier Construction, Inc	03-2005/ 03-2010

## Education and Professional Skills Test:

SJRState College	BAS: Org. Mgmt.-Supervision & Mgmt.	Orange Park, FL
SJRState College	Associate in Arts Degree	Orange Park, FL
SJRState College	Business Management Certificate	Orange Park, FL
SJRState College	Business Operations Certificate	Orange Park, FL
SJRState College	Business Specialist Certificate	Orange Park, FL
SJRState College	Accounting Technology Certificate	Orange Park, FL
Adult and Community Education	Diploma	Orange Park, FL
Clay County School Board	C-Para Pro Assessment	Green Cove Springs, FL
Clay County School Board	Editing and Proofing-US	Green Cove Springs, FL
Clay County School Board	Microsoft Windows XP	Green Cove Springs, FL



# NATE RIGGS

3262 Bradly Creek Pkwy, Green Cove Springs, FL 32043

904-599-8409

[NateRiggs@kw.com](mailto:NateRiggs@kw.com) [PalmHomeGroup.com](http://PalmHomeGroup.com)

## Skills Summary

Having lived and worked in Jacksonville for more than 15 years, I understand what makes our community and the people who call it home so special. From the beaches of Fernandina to St. Augustine to the local bookstores and coffee shops at Five Points to the Independence Day fireworks downtown, Jacksonville is a special place that I am proud to call home. I've lived in Rolling Hills at Lake Asbury since 2015, been an active member of the community, and have listed and sold 21% of the market share so far in 2021.

That's what it takes to truly be a local real estate expert. Not just expertise in negotiation and marketing and access to real-time market data, but a love and understanding of our community and the people who live here.

That's just one reason to choose me to stand by your side - and it's the foundation of everything I do.

## Education

Attended UNF before joining the USN

## Experience

### **US Navy**

*Aviation Search and Rescue Swimmer / May 2010 – Jan 2020*

Flew 1482 hours combined, home guard and two deployments. Ground jobs held included:

- Operations Department – Day to day scheduling of events as well as management of qualifications, flight and fuel allocation, and aircraft maintenance hours
- Training Department – Weekly, monthly, yearly training outlook
- Helicopter Door Gunner Instructor – Management of personnel qualifications and ammo allocation
- Three-year instructor tour 2017-2020 – Both ground and flight training to Fleet Replacement Aircrewman



## **Awards and Acknowledgements**

### ***Navy And Marine Corps Achievement Medal***

Received on three separate occasions. Professional achievement that merit award:

- (a) Be noteworthy
- (b) Be sustained so as to demonstrate a high state of development or, if for a specific achievement, be of such merit as to earn singular recognition for the act, and
- (c) Reflect most creditably on the efforts of the individual toward the accomplishment of the unit mission.

### ***CEO/Owner of Palm Home Group***

Realtor® / May 2018 – Present

Originally licensed from 2007-2011, license was 'frozen' while serving in the Navy with reactivation the final 18 months of service. As a Sales Representative in the state of Florida, my team and Palm Home Group have helped dozens of families sell and buy real estate. In Rolling Hills at Lake Asbury Palm Home Group has contributed to record breaking sales leading me to become a trusted expert in the community.

## **Awards and Acknowledgements**

***Bronze Award 2020 / Persevering though life's challenges***

***Influencer of the year 2020 / Influence throughout the Market Center***

***ALC Council 2020 / Member of the Associate Leadership Council***  
***Growth Award 2020***

Currently an active member of the Associate Leadership Council of KW First Coast Realty for the second year. To be considered for a position on the council one must be in the top 20% of all agents at the Market Center. The position includes decision making about the future of the office as well as the responsibility to be available to coach and train fellow agents in the Market Center.

Selected as the 2021 Cultural Ambassador for the Market Center. Chosen for the honorary position as a representative of the North Florida Region based on my ability to demonstrate and live out KW Culture to the fullest, both inside and outside the Market Center.



*C.*



## RESOLUTION 2022-01

# A RESOLUTION DESIGNATING OFFICERS OF THE ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT

**WHEREAS**, the Board of Supervisors of the Rolling Hills Community Development District at a regular business meeting held on October 12, 2021 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

<u>Shannon Jordan</u>	Chairman
<u>John Miller</u>	Vice-Chairman
<u>James Oliver</u>	Secretary
<u>James Oliver</u>	Treasurer
<u>Daniel Laughlin</u>	Assistant Treasurer
<u>Patti Powers</u>	
<u>Marilee Giles</u>	
<u>Ernesto Torres</u>	
<u>Daniel Laughlin</u>	Assistant Secretary(s)
<u>Rich Hans</u>	
<u>Ernesto Torres</u>	
<u>Marilee Giles</u>	
<u>Rose Bock</u>	
<u>David Church</u>	

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF OCTOBER, 2022.**

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Chairman / Vice Chairman

Secretary / Assistant Secretary



## *FOURTH ORDER OF BUSINESS*



ROLLING HILLS  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rolling Hills Community Development District was held Tuesday, August 10, 2021 at 6:00 p.m. in the Rolling Hills Amenity Center, 3212 Bradley Creek Parkway, Green Cove Springs, Florida.

Present and constituting a quorum were:

Shannon Jordan	Chairperson
John Miller	Vice Chairman
Rose Bock	Supervisor
David Church	Supervisor

Also present were:

Jim Oliver	District Manager
Michelle Rigoni	Hopping Green & Sams
Freddie Oca	Riverside Management Services
Tom Chewning	Riverside Management Services
Marilee Giles	GMS, LLC
Sete Zare	MBS Capital Markets, LLC by telephone

The following is a summary of the actions taken at the August 10, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 6:00 p.m., called the roll and stated our vice chairman Frank Mattera is becoming a resident of Cross Creek, which means he can no longer serve on the board.

On MOTION by Mr. Miller seconded by Ms. Jordan with all in favor Frank Mattera's resignation was accepted.
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Mr. Oliver stated later we will talk about the process to fill that vacancy.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.



**THIRD ORDER OF BUSINESS**

**Affidavit of Publication**

A copy of the affidavit of publication of the notice of the meeting and public hearings was included in the agenda package.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the June 8, 2021 Meeting and the June 23, 2021 Continued Meeting**

On MOTION by Ms. Jordan seconded by Mr. Miller with all in favor the minutes of the June 8, 2021 and June 23, 2021 meetings were approved as amended.

**FIFTH ORDER OF BUSINESS**

**Acceptance of the Minutes of the June 8, 2021 Audit Committee Meeting**

On MOTION by Mr. Miller seconded by Ms. Jordan with all in favor the minutes of the June 8, 2021 audit committee meeting were accepted.

**SIXTH ORDER OF BUSINESS**

**Public Hearing Regarding Series 2021 Refunding**

Mr. Oliver stated we set this public hearing when we had the continued meeting on June 23<sup>rd</sup> and it is talking about levying assessments on new area, Phases 3B and 3C, that are going to be under development in the district.

Ms. Rigoni stated as a matter of course if you will confirm on the record that proper notice has taken place.

Mr. Oliver stated yes it has.

Ms. Rigoni stated as you will recall at a previous meeting the board declared its intent to levy assessments and adopted a resolution declaring that intent and set the public hearing for today's date. Today we are going to open the public hearing to receive comments on that, but there will be two resolutions that we will consider. One is to levy a master assessment cap for the Phase 3B and 3C area based on the engineer's report that provided the estimated cost of improvements to be installed in those two phases. It does not affect the debt assessment portion of the existing lots. Another resolution is going to levy the master assessment cap for the refunding



portion of the bond. That is to refund a portion of the existing 2015 bond and to size down the bonds a little bit to the current market rate.

On MOTION by Ms. Bock seconded by Ms. Jordan with all in favor the public hearing was opened.

Mr. Oliver stated this is to validate the construction project in undeveloped areas 3B and 3C, not the areas where current residents live. Current residents will not be assessed for these improvements; the new bond issue will be paid by future residents and initially by the developer. There will be a number of improvements constructed with those funds. Residents here tonight have the opportunity to come to the public hearing to make comment if you wish to do so. It is all part of the original master plan to eventually have 761 lots in this development and this is another step towards completion of that.

A resident asked will this voting you do tonight have the same question about saving the sales tax like they had done with the area in the 2020 project?

Mr. Oliver stated that is called direct purchase of material from the vendor by the district. That will likely happen and it results in cost savings and stretches the construction dollars.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the public hearing was closed.

**A. Consideration of Resolution 2021-12 Assessment Resolution**

Ms. Rigoni reviewed in detail Resolution 2021-12, copy of which is attached and made a part hereof.

On MOTION by Ms. Jordan seconded by Ms. Bock with all in favor Resolution 2021-12 was approved.

**Resolution 2021-13**

Ms. Rigoni stated this is the new money portion setting the maximum assessment level for Phases 3B and 3C for the new improvements they are getting.



Ms. Rigoni reviewed in detail Resolution 2021-13, copy of which is attached hereto and made a part hereof.

On MOTION by Mr. Miller seconded by Ms. Jordan with all in favor Resolution 2021-13 was approved.

Mr. Oliver asked before we close this item, what is the projected timetable for the bond issue?

Ms. Zare stated right now it is looking like close to fourth quarter.

Ms. Zare left the telephone conference at this time.

#### **SEVENTH ORDER OF BUSINESS**

#### **Update Regarding Series 2020 Project**

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

#### **Update Regarding Series 2021 Project**

Mr. Oliver stated we talked about this under the assessment hearing. Earlier today, I spoke with Scott Blunk of Garden Street Communities about their plan going forward and he is sensitive to the construction traffic and wants to do everything he can to use that road that goes alongside the district.

#### **NINTH ORDER OF BUSINESS**

#### **Acceptance of Fiscal Year 2020 Audit Report**

Mr. Oliver stated this audit has been provided to the Auditor General of the State of Florida in order to meet the statutory deadline. Noted as a subsequent event was in November 2020 the district issued Series 2020A Capital improvement bonds to help finance the cost of the Series 2020 project and Series 2020A-2 to refund and partially redeem the Series 2015A-3 revenue and refunding bonds. There were no prior year or current year findings or recommendations and it is a clean audit.

On MOTION by Mr. Church seconded by Mr. Miller with all in favor the fiscal year 2020 audit report was accepted.



**TENTH ORDER OF BUSINESS**

**Consideration of Audit Engagement Letter  
with Grau & Associates**

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the engagement letter with Grau & Associates to perform the fiscal year 2021 audit in the amount of \$3,200 was approved.

**ELEVENTH ORDER OF BUSINESS**

**Public Hearing Adopting the Budget for  
Fiscal Year 2022**

Mr. Oliver gave an overview of the proposed increases in the fiscal year 2022 budget and stated this is the first increase in the O&M assessments in three years. He gave a comparison of O&M assessments of other districts of similar size.

On MOTION by Ms. Bock seconded by Ms. Jordan with all in favor the public hearing was opened.

A resident stated I oppose the increase because it seems like the homes in the back have been forgotten. The weeds have taken over the lake back there although they mow it now, they are mowing weeds and it is trashy looking. It wasn't budgeted a long time ago and you inherited the mess that happened before and I understand that but you need to make an attempt to get something done back there. Clean up around the mailboxes and make it look nice.

A resident stated we got hit with a \$225 assessment for trash for 2019 – 2020 and we didn't live here in 2019, we are getting the increase from you plus the \$225 and it is a double hit. We paid off our bond and if there is a refund, do the people who paid it off benefit?

Mr. Oliver stated we are refinancing a portion of the 2015A-3 Bonds that were at 6.7% are being refinanced at 5% and that only impacts the undeveloped section. It is not yet time to refinance The Series 2015 A-1 Bonds.

A resident stated I am not against and I am not for, I'm in limbo with increasing the money. I took a fine-tooth comb to these budgets from 2019 to this year and things have increased a little here and there in the budget. The biggest concern is the landscape and we switched from one company to another. Was there a bid process?

Mr. Oliver stated yes, there was a bid process.

A resident asked who holds the contractor accountable for doing the back lake?



Mr. Oliver stated the District has contracted with Riverside Management Services to provide an operations manager. His job is to oversee all the maintenance contracts. The biggest maintenance contract in any district is the landscape maintenance contract. The operations manager is to not only oversee what Tree Amigo does on a weekly basis, but at least once a month the operations manager is required by contract to ride-along inspection of the entire area with the Tree Amigos landscape manager. A punch list is generated from that inspection and that punch list needs to be completed within two or three weeks. That is what needs to be accomplished without fail. When we received your letter, Freddie contacted you to set up a in-person meeting. The community appearance of all areas within Rolling Hills is important. Tom is the current operations manager and he is leaving. However, Brian Stephens will replace Tom. Brian is one of the senior managers with RMS, is very familiar with Rolling Hills and Tree Amigos, has an extensive landscape maintenance background, and is uniquely qualified to improve community appearance. One of the first things I will show him on day one is the detailed letter you sent regarding addressing landscape problems in the back of the community..

A resident stated I have heard of some districts that get a percentage of income generated from classes, etc.

Mr. Oliver stated some large districts do that. We found for the smaller districts that we get a better rate for the residents if there is an agreement directly between the vendor and the resident. By doing it that way we can get other vendors to come in and at least try to see if they can be successful with their classes without right off the top giving 10% to the district.

A resident asked what is website compliance?

Mr. Oliver stated if you go on the website you will see a logo that says the site is ADA compliant. Unfortunately, a couple of years ago there were several lawsuits regarding access for the visually impaired. Many private entities, universities, city and county governments were sued, some resulting in payment of large settlements. A group of insurance companies got together and came up with a way to ensure that we weren't at risk of being sued and that is making the website ADA compliant.

A resident stated we are over on the telephone bill. How could that happen?

Mr. Oliver stated I would attribute that to COVID because we have used the conference call system more frequently.



A resident asked are we able to see itemized lists of other current charges such as office supplies? It is not a big adjustment, but small increases.

Ms. Jordan stated we get an itemized list of everything that has been spent and we do get some receipts.

A resident stated I'm not against the increase but we have to hold everybody accountable. I think that is why a lot of homeowners are frustrated, we are getting this letter in the mail saying we are going to increase their dues and everything looks bad. I'm not against the increase if we see the benefit of it.

Ms. Jordan stated I have been on this board for 2 ½ years, yours is the first letter that has been sent. We try to address everything but we do not get public records requests. People go on Facebook and says, this looks like this and everybody says yes, yes, yes. You need to go to the CDD website and all five of us are on there and you can send all the mail you want and you can get answers to your questions.

A resident stated with the number of new additions what is being done to improve the traffic situation which is already terrible?

A resident stated we have different areas for children to play in and there is not one piece of equipment other than up here.

A resident stated \$100 is minimal but people have questions on how it is going to be spent, some going into capital reserve and the pool needs to be resurfaced. Will it be allocated to do anything or will it just stay in reserve?

Mr. Oliver stated I certainly encourage the board to preserve those funds for repairs and replacement. However, because this is not a use it or lose it budget, any savings realized through good management will stay with the District at the end of the fiscal year and some of those surplus funds can be used for projects.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the public hearing was closed.
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**A. Consideration of Resolution 2021-09 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2022**

Ms. Rigoni stated the first resolution is the appropriation resolution and formally adopts the budget you considered today.



On MOTION by Ms. Jordan seconded by Mr. Miller with all in favor Resolution 2021-09 was approved.

**B. Consideration of Resolution 2021-10 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2022**

Ms. Rigoni stated next is the assessment resolution. Now that the board has adopted the budget, we are going to levy the assessments. The platted lots will be on-roll and the unplatted lots will be billed directly by the district.

On MOTION by Mr. Miller seconded by Ms. Jordan with all in favor Resolution 2021-10 was approved.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Requisitions (31-48)**

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor Requisitions 31-48 were ratified.

**THIRTEENTH ORDER OF BUSINESS**

**Acceptance of Resignation of Vice Chairman Frank Mattera**

**FOURTEENTH ORDER OF BUSINESS**

**Discussion of Process to Consider Candidates to Fill Seat 3 Vacancy**

Mr. Oliver stated we took this item earlier in the meeting and I would like to discuss the process to consider filling that seat with a qualified elector, a register voters residing in Rolling Hills. With the 2020 election we lost two of the landowner elected board members, Kurt von der Osten and Bill Tew. Rose Bock is the last supervisor elected through the landowner election process and Rose will be stepping down in 2022. We have two supervisors with terms ending in 2022, so after the 2022 election we may have only one experienced board member with institutional knowledge remaining. The Board can consider electing an existing board member with a 2022 expiration date to fill the current vacancy. If so, you can announce a vacancy for that seat, which expires in 2022. That way you can keep more experience on the board.

Mr. Miller stated I recommend it.

Mr. Oliver stated let's discuss the process first, because two things would need to happen. If the Board wants to do it, we need to know who that person is going to be because that person



needs to resign before the Board needs to vote to appoint that person to a vacancy. David and Shannon would be eligible to do that. Do either of you want to?

Ms. Jordan stated I would like to. I resign my current seat and chairmanship.

On MOTION by Mr. Miller seconded by Ms. Bock with all in favor Ms. Jordan's resignation was accepted.

On MOTION by Mr. Miller seconded by Mr. Church with all in favor Ms. Jordan was appointed to fill the vacancy in seat 3 with a term ending 2024.

Mr. Oliver administered the oath of office to Ms. Jordan.

Mr. Oliver stated let's talk about filling Shannon's former seat. The four members of the board will select someone to fill that seat. In other districts, we have announced the vacancy on the website and by e-blast to all the residents, giving them the opportunity to submit their resume or letter of interest to serve on the Board. Before the next meeting, we will circulate those to all the Board members so they can review study and contact the candidates if they wish. At the meeting the Board would discuss the candidates and make a selection. If that successful candidate is at the meeting that night, he or she can be sworn in and participate in the meeting. If you would like us to do that, we will make that announcement.

It was the consensus of the board for staff to follow that process.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2021-11 Election of Officers**

Mr. Oliver stated Marilee Giles is a new district manager with our company. She recently retired as an active-duty lieutenant colonel with the Florida Army National Guard and I recommend she serve as an assistant secretary so she can work with me on this District and also execute documents on behalf of the District. We also knew we were going to have to fill the vice chairman's position because Frank is no longer serving on this board.

The board discussed the appointment of chair and vice chair then took the following action.

On MOTION by Ms. Jordan seconded by Ms. Bock with all in favor Resolution 2021-11 reflecting the following Shannon Jordan as



chairperson, John Miller vice chairman and Marilee Giles as assistant secretary and assistant treasurer was approved.

**SIXTEENTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**SEVENTEENTH ORDER OF BUSINESS      Staff Reports**

**A.    Attorney**

There being none, the next item followed.

**B.    Engineer**

There being none, the next item followed.

**C.    Manager – Discussion of Fiscal Year 2022 Meeting Schedule**

On MOTION by Ms. Jordan seconded by Mr. Miller with all in favor a meeting schedule reflecting meetings for fiscal year 2022 on the following dates was approved: October 12, 2021, December 14, 2021, February 8, 2022, April 12, 2022, June 14, 2022 and August 16, 2022.

Mr. Oliver stated there was a Facebook post that was shared with me regarding the ability for deputies to write tickets in the neighborhood based on the speed signs. I forwarded a letter today to the new sheriff, Michelle Cook, and included previous such letters that have been sent to her predecessor in 2017 and 2019 requesting them to fix this problem. We received a response back this very day back from the sheriff's office saying they are going to reach back out to us and work on this problem. I think we have their attention and I am appreciative of that.

**D.    Operations/Amenity Manager**

**1.    Report**

A copy of the operations report was included in the agenda package.

**EIGHTEENTH ORDER OF BUSINESS      Supervisors Requests**



Mr. Miller stated I'm working with both the sheriff and fire department making plans to have national night out on October 5<sup>th</sup>. I will get with Freddie with more details as they become available. It is a national observance of public safety in accordance with national fire week, Halloween which are related to public safety programs in the community.

## **NINETEENTH ORDER OF BUSINESS      Audience Comments**

A resident asked where do we stand with night swim?

Mr. Oliver stated I have reached out to Mike Lucas, the architect with Basham & Lucas and he has no records that any extra lighting was put in to be certified for night swim. I can find no evidence that was ever built to those specifications. The only other thing if you want a solid answer, the board can engage an engineer to do a study, but there is going to be a cost associated with that. We cannot allow night swimming if it is not certified.

Ms. Jordan stated I don't think we should spend the money for that. When we are able to build our reserves we will be able to spend it on a park or an engineer to do a study.

Mr. Oliver stated I can get a proposal and you can see what it would cost. I can also get the documents from when Bartram Springs did have that work done and I think you are talking about \$30,000 to extend the day a couple of hours.

Ms. Jordan stated I think a park in the back of the community is more beneficial than night swimming.

Mr. Oliver stated I will bring a proposal so the board can see what a study would cost.

Ms. Jordan stated we are going to have to hire someone for the amenity center to back up Freddie.

A resident asked what about volunteers in the community who are retired and would be willing to come up here and help Freddie out?

Mr. Oliver stated that is a good idea. We would need to develop a training program to do that and work with the attorney to have all the proper indemnifications. I'd also want input from the insurance company to consider potential liability issues.

Ms. Jordan stated I think that is great.

A resident stated because of me finding out what is going on there is very little information that comes to me that I can find out what is going on. I saw one sign that most people don't read. I have really enjoyed the band and the pool because I was used to going every Sunday someplace



and listening to a band at a park that provided entertainment. But the information I don't think ever really got out to the whole community. What systems do we have?

Ms. Jordan stated it is posted on the CDD website. We just approved all of next year's meeting dates. I go on Facebook and post the board meeting dates.

A resident stated you are making the mistake assuming everyone has a computer.

**TWENTIETH ORDER OF BUSINESS      Financial Reports**

**A.    Balance Sheet & Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**B.    Assessment Receipt Schedule**

A copy of the assessment receipt schedule was included in the agenda package.

**C.    Check Register**

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the check registers were approved.
---

**TWENTYFIRST ORDER OF BUSINESS      Next Meeting Scheduled October 12, 2021 @  
6:00 p.m. at Rolling Hills Amenity Center**

Mr. Oliver stated the next meeting is October 12, 2021 at 6:00 p.m. at this location.

On MOTION by Ms. Jordan seconded by Mr. Church with all in favor the meeting adjourned at 7:46 p.m.
---

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman



## *FIFTH ORDER OF BUSINESS*



*B.*



## REQUISITION FOR SERIES 2020 PROJECT

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(A) Requisition Number: **049**

(B) Name of Payee: **ETM - Invoice#0199052**

(C) Amount Payable **\$6,173.67**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

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OR

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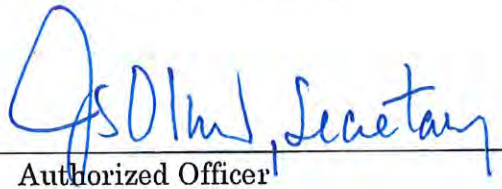
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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



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

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

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By:  Secretary  
Authorized Officer

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

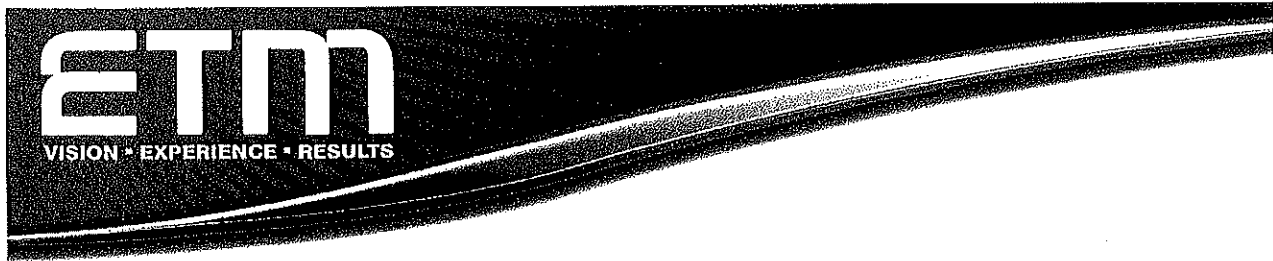
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Consulting Engineer



A circular professional engineer seal for the State of Florida. The outer ring contains the text "HADDEN, P.E." at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by stars. The inner circle contains the text "No 36832" and "STATE OF FLORIDA".





Hadden Engineering, Inc.  
P.O. Box 9509  
Fleming Island, FL 32003

August 5, 2021  
Project No: 17186.27000  
Invoice No: 0199052

Project 17186.27000 Rolling Hills - CEI  
**Professional Services rendered through July 31, 2021**

Total Fee	77,170.87		
Percent Complete	44.00	Total Earned	33,955.18
		Previous Fee Billing	27,781.51
		Current Fee Billing	6,173.67
		Total Fee	6,173.67
		Invoice Total this Period	<u><u>\$6,173.67</u></u>

**Outstanding Invoices**

Number	Date	Balance
0198628	7/8/2021	6,945.38
Total		6,945.38

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14725 DM St. Argosine Road • Jacksonville, Florida 32258 • Tel 904 642 6790 • Fax 904 642 8435  
CA 60002584 LC 60002116



## REQUISITION FOR SERIES 2020 PROJECT

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(A) Requisition Number: **050**

(B) Name of Payee: **Forterra Pipe & Precast- Invoice#11807635**

(C) Amount Payable **\$7,076.51**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

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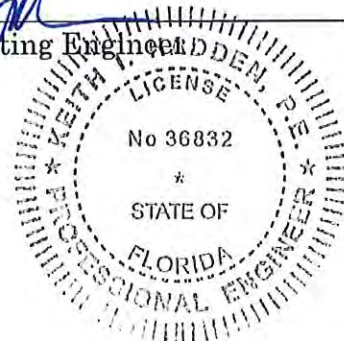
**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer

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

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Consulting Engineer





# INVOICE



WWW.FORTERRABP.COM

Ship To:  
(FL) ROLLING HILLS LOT 139 PHA  
LAKE ASBURY  
GREEN COVE SPRINGS FL 32043

Bill To:  
ROLLING HILLS CDD  
475 WEST TOWN PLACE STE 114  
SAINT AUGUSTINE FL 32092  
United States of America

Remit To:  
Forterra Pipe & Precast, LLC  
PO BOX 842481  
DALLAS TX 75284-2481

Invoice Date	Page Number
13-AUG-21	1 of 3
Invoice Number	
11807635	
Sales Contract	Customer Number
11013697	10036150
Customer Order	
TBD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
13-AUG-21	10611	3262529	SMH-104 060DIA X 06WALL X 012H, RISER Piece: 2/3 060DIA X 06WALL X 014H,024DIA ECC, TOPSLAB Piece: 3/3 060DIA X 06WALL X 030H, MONOBASEEXT Piece: 1/3  STRUCTURE TOTAL	1  1  1	EACH  EACH  EACH	.00  .00  1,125.16	.00  .00  1,125.16  1,125.16
13-AUG-21	10611	3262529	SMH-104:ACCY BOOT NPC (KOR-N-SEAL) S406-12CWP W/11.8125KORBAND  BOOT NPC S406-12AW W/BRZCLMP  CAST USF R&C 170-E SANITARY SEWER  JOINT SEALANT RAMNEK 1 1/4 PIECE  STRUCTURE TOTAL	4  1  1  16	EACH  EACH  EACH  EACH	.00  .00  .00  .00	.00  .00  .00  .00  .00
13-AUG-21	10611	3262529	SMH-107 060DIA X 06WALL X 014H,024DIA ECC, TOPSLAB Piece: 3/3  STRUCTURE TOTAL	1	EACH	.00	.00  .00
13-AUG-21	10611	3262529	SMH-109 048DIA X 05WALL X 018H,24DIA ECC, CONE Piece: 3/3 048DIA X 05WALL X 024H, RISER	1  1	EACH  EACH	.00  .00	.00  .00  .00
Term: NET 30 DAYS			Total Qty				
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE MO DAY		



# INVOICE



WWW.FORTERRABP.COM

Ship To:  
(FL) ROLLING HILLS LOT 139 PHA  
LAKE ASBURY  
GREEN COVE SPRINGS FL 32043

Bill To:  
ROLLING HILLS CDD  
475 WEST TOWN PLACE STE 114  
SAINT AUGUSTINE FL 32092  
United States of America

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PO BOX 842481  
DALLAS TX 75284-2481

Invoice Date	Page Number
13-AUG-21	2 of 3
Invoice Number	
11807635	
Sales Contract	Customer Number
11013697	10036150
Customer Order	
TBD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
13-AUG-21	10611	3262529	Piece: 2/3 048DIA X 05WALL X 048H, MONOBASE	1	EACH	1,522.41	1,522.41
			Piece: 1/3				
			STRUCTURE TOTAL				1,522.41
			SMH-109:ACCY				
13-AUG-21	10611	3262529	CAST USF R&C 170-E SANITARY SEWER	1	EACH	.00	.00
			RAMNEK 2 PIECE	16	EACH	.00	.00
			STRUCTURE TOTAL				.00
			SMH-113				
13-AUG-21	10611	3262529	048DIA X 05WALL X 024H, 24DIA ECC, CONE	1	EACH	.00	.00
			Piece: 3/3				
			048DIA X 05WALL X 030H, MONOBASE	1	EACH	1,522.41	1,522.41
			Piece: 1/3				
13-AUG-21	10611	3262529	048DIA X 05WALL X 030H, RISER	1	EACH	.00	.00
			Piece: 2/3				
			STRUCTURE TOTAL				1,522.41
			SMH-113:ACCY				
13-AUG-21	10611	3262529	BOOT NPC S406-12AW W/BRZCLMP	2	EACH	.00	.00
			CAST USF R&C 170-E SANITARY SEWER	1	EACH	.00	.00
			RAMNEK 2 PIECE	16	EACH	.00	.00
			STRUCTURE TOTAL				.00
13-AUG-21	10611	3262529	SMH-118				
			048DIA X 05WALL X 024H, MONOBASE	1	EACH	1,125.16	1,125.16
Term: NET 30 DAYS				Total Qty			
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of		IF PAID ON OR BEFORE NO DAY	



# INVOICE



WWW.FORTERRABP.COM

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LAKE ASBURY  
GREEN COVE SPRINGS FL 32043

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475 WEST TOWN PLACE STE 114  
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Invoice Date	Page Number
13-AUG-21	3 of 3
Invoice Number	
11807635	
Sales Contract	Customer Number
11013697	10036150
Customer Order	
TBD	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
13-AUG-21	10611	3262529	Piece: 1/2				
			STRUCTURE TOTAL				1,125.16
			SMH-119				
			048DIA X 05WALL X 036H, MONOBASE	1	EACH	1,781.37	1,781.37
			Piece: 1/3				
			STRUCTURE TOTAL				1,781.37
			MATERIAL SUB-TOTAL				7,076.51
Term: NET 30 DAYS				Total Qty	70	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	NO DAY 09 12	7,076.51	





Forterra Print Invoice Summary Page

Total Number of Transactions Printed are : 1

Request Submitted By : MCERVAN

Request Id : 219197957



## REQUISITION FOR SERIES 2020 PROJECT

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(A) Requisition Number: **051**

(B) Name of Payee: **HADDEN ENGINEERING, INC.- Invoice#5991**

(C) Amount Payable **\$4,770.00**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

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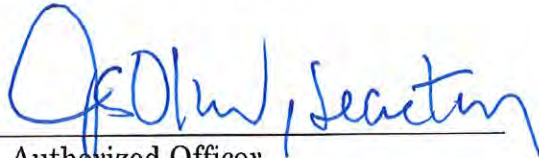


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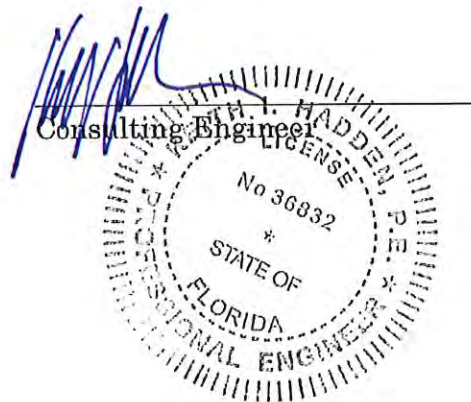
**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By:

  
Authorized Officer

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NON-COST OF ISSUANCE REQUESTS ONLY**

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**HADDEN ENGINEERING, INC.**

POST OFFICE BOX 9509  
FLEMING ISLAND, FL 32006  
(904) 269-9999

**Invoice**

DATE	INVOICE #
9/1/2021	5991

BILL TO
Jim Oliver Rolling Hills CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
7/29/21 --08/31/2021

PROJECT NO.	PROJECT
14201	RHCDD

DESCRIPTION	HOURS	RATE	AMOUNT
CONSTRUCTION PHASE SERVICES * Approve and Certify to Contractor Pay Requests * Create Requisitions and send to GMS * Communications and coordination with Contractors and CDD Manager * Handle Direct Payment requests from Suppliers * Review Contractor SHOP DWGS. * Phase 1 Construction Cost Estimate for OWNER * Phasing Plan for Clay County Utility Authority * Phasing Plan for Clay County	35	125.00	4,375.00
SURVEY SERVICES		395.00	395.00
<b>Total</b>			<b>\$4,770.00</b>

THANK YOU FOR YOUR BUSINESS!





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(A) Requisition Number: **052**

(B) Name of Payee: **Vallencourt Construction Co.** **Pay App#9 - Inv7329**

(C) Amount Payable: **\$101,680.10**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

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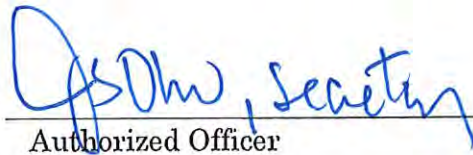
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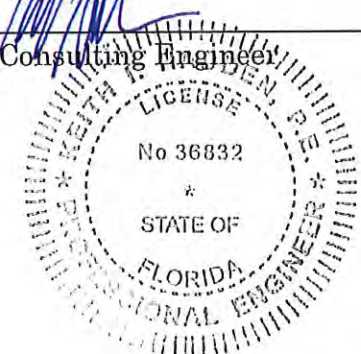
**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer

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Consulting Engineer



Professional Engineer  
LICENSE  
No 36832  
\*  
STATE OF  
FLORIDA



Marcus McNarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

## INVOICE

Date: 08/26/21

Period To: 8/25/2021

Invoice #: 7329

To: Rolling Hills Community Development District

VCC Project #: 2020-52

475 West Town Place Suite 114

St. Augustine, FL 32092

Application #: 9

Attn.: Accounts Payable/ Bill Tew

**Project Description: Rolling Hills 139 Lots Phase A**  
**Bradley Creek Pkwy**

ORIGINAL CONTRACT AMOUNT.....	\$4,198,326.03
CHANGE ORDERS TO DATE.....	\$ 445,496.73
REVISED CONTRACT AMOUNT.....	\$ 4,643,822.76
PERCENTAGE COMPLETE..... 27.29%	
WORK COMPLETE TO DATE.....	\$ 1,267,185.62
STORED MATERIALS.....	\$ -
TOTAL COMPLETED & STORED.....	\$ 1,267,185.62
LESS RETAINAGE.....	\$ 126,718.56
TOTAL EARNED LESS RETAINAGE.....	\$ 1,140,467.06
LESS PREVIOUS BILLINGS.....	\$ 1,038,786.96
CURRENT DUE.....	\$ 101,680.10

Account Summary:	Sales This Period	Sales To Date
Gross:	112,977.89	1,267,185.62
Retainage:	11,297.79	126,718.56
Net:	101,680.10	1,140,467.06



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | [VALLENCOURT.COM](http://valleNCourt.com)



FROM: Vallencourt Construction Company, Inc.

P.O. Box 1889

Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A

CONTRACTOR'S PROJECT NO: 2020-52

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
1	4/26/2021	\$ 445,496.73
TOTALS	\$ 445,496.73	\$ -

Net change by Change Orders

\$ 445,496.73

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Maria Valdes*

Date: August 25, 2021

State of: FLORIDA

County of: CLAY

Subscribed and sworn to before me this 25th

Notary Public: *Maria Valdes*

My Commission Expires: 12/8/2021

day of August, 2021

MARIA VALDES

MY COMMISSION # GG 132511

EXPIRES: December 8, 2021

Bonded Thru Notary Public Underwriters

AMOUNT CERTIFIED \$101,680.10

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: *[Signature]*

Date: 9/1/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AIA DOCUMENT G702 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* MAY 1983 EDITION \* AIA® 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YOUR AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986



Rolling Hills 139 Lots Phase A  
Bradley Creek Pkwy

Rolling Hills Community Development District  
ALA Document 0702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contract when available retabular for line items may apply.

APPLICATION NUMBER: 7329-9

APPLICATION DATE: 03/26/21

PERIOD TO: 08/25/21

YTC PROJECT #: 2020-52

[illegible]



Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman

Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President



Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Qty Installed Prev	Qty This App	Qty Installed to Date	Total This Period	Total to Date	% Complete
01a	Clearing And Earthwork										
900	Clearing Basement	1	ACRE	\$13,939.12	\$13,939.12	1		1	\$0.00	\$13,939.12	100%
900	Site Clearing	48.6	ACRE	\$656.41	\$32,067.53	48.6		48.6	\$0.00	\$32,067.53	100%
1000	Pond Excavation	60,481.00	CY	\$2.40	\$145,154.40	60,481		60,481	\$0.00	\$145,154.40	100%
1001	Dewater for Pond	60,481.00	CY	\$0.47	\$28,426.07	60,481		60,481	\$0.00	\$28,426.07	100%
1108	Site Cut	26,270.00	CY	\$2.24	\$58,844.80	26,270		26,270	\$0.00	\$58,844.80	100%
1108	Place & Compact Fill	86,751.00	CY	\$1.12	\$97,161.12	86,751		86,751	\$0.00	\$97,161.12	100%
1108	Earthwork Density Testing	1	LS	\$33,246.53	\$33,246.53	0.6		0.6	\$0.00	\$19,947.32	60%
1110	Final Dressout	156,000.00	SY	\$0.25	\$39,000.00	103,250		103,250	\$0.00	\$25,812.50	66%
1118	Grade or Retrade Ditches On Site	16,073.00	SY	\$0.53	\$8,538.69	0		0	\$0.00	\$0.00	0%
1122	Subsoil Stabilization	17,880.00	SY	\$2.54	\$45,420.00	14,900		14,900	\$0.00	\$17,047.80	100%
1300	Total Price for above 01a Clearing And Earthwork Items:				\$609,224.26	0		0	\$0.00	\$609,224.26	72%
01b	Erosion And Sediment Control And Pollution Abatement										
303	Maintain Silt Fence	14,600.00	LF	\$1.36	\$19,856.00	11,200		11,200	\$1,360.00	\$16,496.00	84%
304	NPDES Reporting	8	MO	\$637.54	\$5,100.32	7		7	\$817.54	\$5,917.86	100%
601	Silt Fence Type III (Regular)	14,600.00	LF	\$0.87	\$12,702.00	14,600		14,600	\$0.00	\$12,702.00	100%
608	Inlet Protection	23	EACH	\$163.51	\$3,760.73	8		8	\$0.00	\$1,308.08	35%
	Total Price for above 01b Erosion And Sediment Control And Pollution Abatement Items:				\$42,859.05				\$2,177.54	\$57,142.40	87%
01c	Stormwater Pollution Prevention										
300	NPDES Permit Compliance	8	MO	\$1,569.26	\$12,554.08	7		7	\$1,569.26	\$12,554.08	100%
301	NPDES Permit Fee	1	EACH	\$1,308.06	\$1,308.06	1		1	\$0.00	\$1,308.06	100%
	Total Price for above 01c Stormwater Pollution Prevention Items:				\$13,862.14				\$1,569.26	\$13,862.14	100%
01d	Demolition And Site Preparation										
1104	Strip Topsoil	50,128.00	CY	\$2.70	\$135,345.60	50,128		50,128	\$0.00	\$135,345.60	100%
1105	Bury In Pond	50,128.00	CY	\$1.12	\$56,143.36	50,128		50,128	\$0.00	\$56,143.36	100%
	Total Price for above 01d Demolition And Site Preparation Items:				\$191,488.96				\$0.00	\$191,488.96	100%
01e	Sod Bid										
1201	Site Sod	4,260.00	SY	\$2.45	\$10,437.00	4,260		4,260	\$0.00	\$10,437.00	100%
1203	Pond Sod	15,250.00	SY	\$2.45	\$37,362.50	15,250		15,250	\$0.00	\$37,362.50	100%
	Total Price for above 01e Sod Bid Items:				\$47,799.50				\$0.00	\$47,799.50	100%
01h	Seeding And/or Mulching										
1206	Right of Way Seed and Mulch	15,660.00	SY	\$0.33	\$5,167.80	0		0	\$0.00	\$0.00	0%
1207	Seed and Mulch Loss	156,000.00	SY	\$0.33	\$51,480.00	0		0	\$0.00	\$0.00	0%
	Total Price for above 01h Seeding And/or Mulching Items:				\$56,647.80				\$0.00	\$56,647.80	0%
02	Paving And Sidewalk										
1302	Subgrade for Sidewalk	1,374.00	SY	\$3.27	\$4,492.18	0		0	\$0.00	\$0.00	0%
1402	4" Base Stabilized Access Road To LS	15,130.00	SY	\$13.45	\$203,498.50	0		0	\$0.00	\$0.00	0%
1503	1" Asphalt Pavement	2,550.00	SY	\$6.60	\$16,830.00	0		0	\$0.00	\$0.00	0%
1504	1" Asphalt Pavement	15,130.00	SY	\$6.60	\$99,858.00	0		0	\$0.00	\$0.00	0%
1517	Prime Limerock	15,130.00	SY	\$2.49	\$37,673.70	0		0	\$0.00	\$0.00	0%
1518	Track Coat	15,130.00	SY	\$0.35	\$5,295.50	0		0	\$0.00	\$0.00	0%
1700	Striping & Signs	1	LS	\$5,400.11	\$5,400.11	0		0	\$0.00	\$0.00	0%
1804	18" Miami Curb & Gutter	9,720.00	LF	\$9.37	\$91,076.40	0		0	\$0.00	\$0.00	0%
2003	5' Sidewalk	12,000.00	SF	\$4.35	\$52,200.00	0		0	\$0.00	\$0.00	0%
2005	A.D.A. Handicap Ramps	24	EACH	\$163.51	\$3,924.24	0		0	\$0.00	\$0.00	0%
2006	A.D.A. Mats	240	SF	\$28.89	\$6,933.60	0		0	\$0.00	\$0.00	0%
	Total Price for above 02 Paving And Sidewalk Items:				\$632,571.43				\$0.00	\$632,571.43	0%



03 Drainage System									
3003	Dewater Storm Drain	2,000.00	LF	\$15.74	\$31,012.50	1079		\$0.00	\$14,983.46
3005	Curb Inlet 0-6" Deep	7	EACH	\$4,304.27	\$30,129.89	3		\$0.00	\$0.00
3007	Curb Inlet 6-8" Deep	5	EACH	\$5,916.65	\$29,583.25	1		\$0.00	\$0.00
3028	Curb Inlet 8-10" Deep	3	EACH	\$20,892.60	\$62,677.80	1		\$0.00	\$0.00
3029	Curb Inlet 10-12" Deep	1	EACH	\$9,390.57	\$9,390.57	1		\$0.00	\$0.00
3058	Control Structure 12-14" Deep	2	EACH	\$4,110.87	\$8,221.74	2		\$0.00	\$0.00
3061	Storm Manhole 0-6" Deep	2	EACH	\$9,870.54	\$19,741.08	1		\$0.00	\$0.00
3062	Storm Manhole 6-8" Deep	2	EACH	\$5,935.27	\$11,870.54	1		\$0.00	\$0.00
3063	Storm Manhole 8-10" Deep	9	EACH	\$5,770.49	\$51,934.41	1		\$0.00	\$0.00
3064	Storm Manhole 10-12" Deep	1	EACH	\$5,872.66	\$5,872.66	1		\$0.00	\$0.00
3069	Type D Inlet 6-8" Deep	1	EACH	\$4,304.38	\$4,304.38	1		\$0.00	\$0.00
3074	Yard Drains	9	EACH	\$11,243.43	\$101,190.87	4		\$0.00	\$0.00
3075	Storm Top Adjustments	48	EACH	\$17,239.95	\$827,819.76	0		\$0.00	\$0.00
3076	Storm Inverts	46	EACH	\$17,478.00	\$795,108.00	0		\$0.00	\$0.00
3077	Underdrain Shuts From Inlets	600	LF	\$29.13	\$17,478.00	0		\$0.00	\$0.00
3088	36" Intersect End Section	2	EACH	\$13,363.60	\$26,727.20	1		\$0.00	\$0.00
3089	42" Intersect End Section	2	EACH	\$6,746.56	\$13,493.12	0		\$0.00	\$0.00
3184	15" RCP 0-6" Deep	385	LF	\$55.74	\$21,459.90	247		\$0.00	\$0.00
3185	15" RCP 6-8" Deep	789	LF	\$45,817.13	\$36,087.07	260		\$0.00	\$0.00
3191	18" RCP 0-6" Deep	469	LF	\$62.37	\$29,251.53	208		\$0.00	\$0.00
3192	18" RCP 6-8" Deep	189	LF	\$64.70	\$12,228.30	189		\$0.00	\$0.00
3193	18" RCP 8-10" Deep	122	LF	\$77.82	\$9,495.64	122		\$0.00	\$0.00
3198	24" RCP 0-6" Deep	282	LF	\$74.13	\$20,904.66	0		\$0.00	\$0.00
3199	24" RCP 6-8" Deep	521	LF	\$76.47	\$39,840.87	0		\$0.00	\$0.00
3200	24" RCP 8-10" Deep	150	LF	\$93.57	\$14,035.50	0		\$0.00	\$0.00
3201	24" RCP 10-12" Deep	409	LF	\$99.38	\$40,646.42	0		\$0.00	\$0.00
3206	30" RCP 6-8" Deep	138	LF	\$99.99	\$13,798.62	0		\$0.00	\$0.00
3207	30" RCP 8-10" Deep	449	LF	\$113.90	\$51,141.10	0		\$0.00	\$0.00
3213	36" RCP 6-8" Deep	29	LF	\$127.90	\$3,709.10	0		\$0.00	\$0.00
3214	36" RCP 8-10" Deep	1,096.00	LF	\$139.80	\$153,220.80	165		\$0.00	\$23,467.00
3215	36" RCP 10-12" Deep	141	LF	\$147.73	\$20,829.53	0		\$0.00	\$0.00
3216	36" RCP 12-14" Deep	62	LF	\$157.65	\$9,774.30	0		\$0.00	\$0.00
3219	42" RCP 0-6" Deep	166	LF	\$140.36	\$23,303.76	0		\$0.00	\$0.00
3220	42" RCP 6-8" Deep	383	LF	\$144.94	\$55,661.42	0		\$0.00	\$0.00
3221	42" RCP 8-10" Deep	219	LF	\$156.84	\$34,347.56	0		\$0.00	\$0.00
3264	Underdrain Cleanout	18	EACH	\$179.35	\$3,228.30	0		\$0.00	\$0.00
3279	Punch Out Storm Drain	5,905.00	LF	\$1.73	\$10,163.48	0		\$0.00	\$0.00
3280	TV Storm Drain	5,905.00	LF	\$62.17	\$37,049.43	0		\$0.00	\$0.00
Total Price for above 03 Drainage System Items:					\$952,948.73			\$0.00	\$170,754.02
04 Roadway Underdrain									
3253	Roadway Underdrain	2,380.00	LF	\$24.83	\$59,095.40	0		\$0.00	\$0.00
Total Price for above 04 Roadway Underdrain Items:					\$59,095.40			\$0.00	\$0.00
05 Water Distribution									
7014	8" DR18 PVC Water Main	1,085.00	LF	\$19.25	\$20,886.25	0		\$0.00	\$0.00
7015	6" DR18 PVC Water Main	1,295.00	LF	\$13.10	\$16,964.50	0		\$0.00	\$0.00
7016	4" DR18 PVC Water Main	2,530.00	LF	\$9.15	\$23,174.80	0		\$0.00	\$0.00
7017	2" Water Main For Lift Station	1,540.00	LF	\$5.85	\$9,004.40	0		\$0.00	\$0.00
7022	6" Joint Restraints	20	EACH	\$170.01	\$3,400.20	0		\$0.00	\$0.00
7023	6" Joint Restraints	30	EACH	\$174.93	\$5,247.90	0		\$0.00	\$0.00
7053	8'-6" Tap Svc. and Valve	1	EACH	\$5,300.89	\$5,300.89	0		\$0.00	\$0.00
7063	4'-x2" Tap Saddle and Valve	2	EACH	\$1,574.00	\$3,148.00	0		\$0.00	\$0.00
7084	8" X6" Cross	2	EACH	\$1,000.84	\$2,001.68	0		\$0.00	\$0.00
7097	8" Gate Valve	12	EACH	\$1,381.08	\$16,572.96	0		\$0.00	\$0.00
7098	6" Gate Valve	12	EACH	\$1,033.88	\$12,406.56	0		\$0.00	\$0.00
7104	Valve Box Installation	14	EACH	\$2,312.94	\$32,381.16	0		\$0.00	\$0.00
7105	Flushing Hydrant	6	EACH	\$8,951.94	\$53,711.64	0		\$0.00	\$0.00
7106	Fire Hydrant	16	EACH	\$2,867.44	\$45,879.04	0		\$0.00	\$0.00
7132	8 x 8" Tee	1	EACH	\$559.62	\$559.62	0		\$0.00	\$0.00
7140	6 x 6" Tee	16	EACH	\$556.82	\$8,909.12	0		\$0.00	\$0.00
7154	6" 90 Bend	6	EACH	\$203.80	\$1,222.80	0		\$0.00	\$0.00
7161	4" 45 Bend	2	EACH	\$223.28	\$446.56	0		\$0.00	\$0.00
7187	186" Reducer	2	EACH	\$902.95	\$1,805.90	0		\$0.00	\$0.00
7189	66" Reducer	6	EACH	\$216.18	\$1,297.08	0		\$0.00	\$0.00
7241	Portable Water Services	139	EACH	\$729.80	\$101,442.20	0		\$0.00	\$0.00
7243	Water Service to Lift Station	1	EACH	\$1,827.20	\$1,827.20	0		\$0.00	\$0.00
7246	Punch Out for Water Main	6,450.00	LF	\$1.91	\$12,319.50	0		\$0.00	\$0.00



[illegible]







**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 101,680.10, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through August 25, 2021 on the job of Rolling Hills Community Development District to the following described property:

**Project:** Rolling Hills 139 Lots Phase A

**Location:** Bradley Creek Pkwy

**Invoice#:** 7329-9

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** August 25, 2021

**Lienor's Name:** Vallencourt Construction Co., Inc.

**Address:** P.O. Box 1889

Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:**

Marcus McNarnay

**Printed Name:** Marcus McNarnay

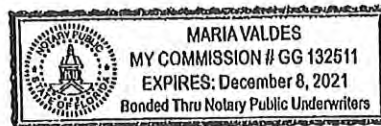
**Title:** President

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 21st day of July 2021  
by Marcus McNarnay of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Maria Valdes  
Notary Public



*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.*



## REQUISITION FOR SERIES 2020 PROJECT

The undersigned, an Authorized Officer of **Rolling Hills Community Development District** (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture from the District to the Trustee, dated as of October 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **053**
- (B) Name of Payee: **FORTERRA Pipe & Precast** **Inv.11810154**
- (C) Amount Payable: **\$2,467.79**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2020 Costs of Issuance Account that has not previously been paid out of such Account.

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



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

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

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

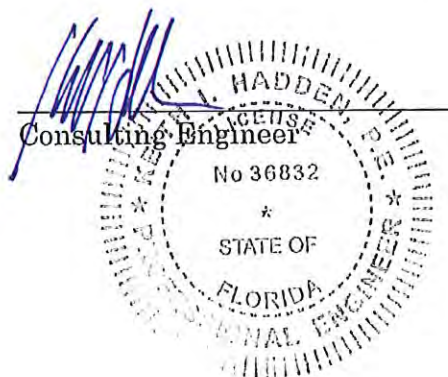
By: \_\_\_\_\_

Authorized Officer

*[Handwritten signature]*

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

If this requisition is for a disbursement from other than the Series 2020 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.





# INVOICE



WWW.FORTERRABP.COM

Ship To:  
(FL) ROLLING HILLS LOT 139 PHA  
LAKE ASBURY  
GREEN COVE SPRINGS FL 32043

Bill To:  
ROLLING HILLS CDD  
475 WEST TOWN PLACE STE 114  
SAINT AUGUSTINE FL 32092  
United States of America

Remit To:  
Forterra Pipe & Precast, LLC  
PO BOX 842481  
DALLAS TX 75284-2481

Invoice Date	Page Number
27-AUG-21	1 of 1
Invoice Number	
11810154	
Sales Contract	Customer Number
11013697	10036150
Customer Order	
RH-1	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
27-AUG-21	10611	3267920	SMH-115R				
			060DIA X 06WALL X 014H, 024DIA ECC, TOPSLAB Piece: 3/3	1	EACH	.00	.00
			060DIA X 06WALL X 036H, MONOBASEEXT Piece: 1/3	1	EACH	2,467.79	2,467.79
			060DIA X 06WALL X 090H, RISER Piece: 2/3	1	EACH	.00	.00
			STRUCTURE TOTAL				2,467.79
27-AUG-21	10611	3267920	SMH-115R:ACCY				
			6X50 JOINTWRAP RUBNEK EXTERIOR ROLL	2	EACH	.00	.00
			BOOT NPC S406-12AW W/BRZCLMP	3	EACH	.00	.00
			JOINT SEALANT RAMNEK 1 1/4 PIECE	20	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				2,467.79
Term: NET 30 DAYS				Total Qty	28	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of .00	IF PAID ON OR BEFORE MO DAY 09 26		AMOUNT DUE 2,467.79



## REQUISITION FOR SERIES 2020 PROJECT

The undersigned, an Authorized Officer of **Rolling Hills Community Development District** (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture from the District to the Trustee, dated as of October 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **054**

(B) Name of Payee: **HADDEN ENGINEERING, INC.- Invoice-#5994**

(C) Amount Payable **\$4,264.,46**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2020 Costs of Issuance Account that has not previously been paid out of such Account.

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



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

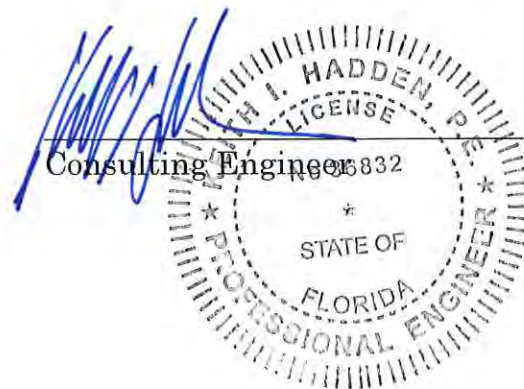
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2020 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2020 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2020 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.





**HADDEN ENGINEERING, INC.**

POST OFFICE BOX 9509  
FLEMING ISLAND, FL 32006  
(904) 269-9999

**Invoice**

DATE	INVOICE #
10/5/2021	5994

BILL TO
Jim Oliver Rolling Hills CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
09/01/21 -10/02/21

PROJECT NO.	PROJECT
14201	RHCDD

DESCRIPTION	HOURS	RATE	AMOUNT
CONSTRUCTION PHASE SERVICES *Approve and Certify to Contractor Pay Requests *Create Requisitions and send to GMS *Communications and coordination with Contractors and CDD Manager *Handle Direct Payment requests from Suppliers * Review Contractor SHOP DWGS. *Phasing Plan for ClayCounty Utility Authority *Phasing Plan for Clay County Engineering *Scheduling with Contractor	30	125.00	3,750.00
CADD Services                  Revisions to Street Names	4	75.00	300.00
Task 9 - Miscellaneous Services REIMBURSABLES		214.46	214.46
<b>Total</b>			<b>\$4,264.46</b>

THANK YOU FOR YOUR BUSINESS!







1031 Blanding Blvd. Suite 401  
Orange Park, FL 32065

(904) 215-8743

# Invoice

Date	Invoice #
9/13/2021	27593

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
35	Plotted Bond 24 x 36	2.10	73.50T
105	Bond Copies 24 x 36	1.20	126.00T
	Rolling Hills 139 - County Permit		
	Sales Tax	7.50%	14.96

Thank you for your business.

<b>Total</b>	<b>\$214.46</b>
--------------	-----------------



## REQUISITION FOR SERIES 2020 PROJECT

The undersigned, an Authorized Officer of **Rolling Hills Community Development District** (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture from the District to the Trustee, dated as of October 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **055**
- (B) Name of Payee: **ETM - Invoice#0199493**
- (C) Amount Payable **\$4,630.26**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2020 Costs of Issuance Account that has not previously been paid out of such Account.

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



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

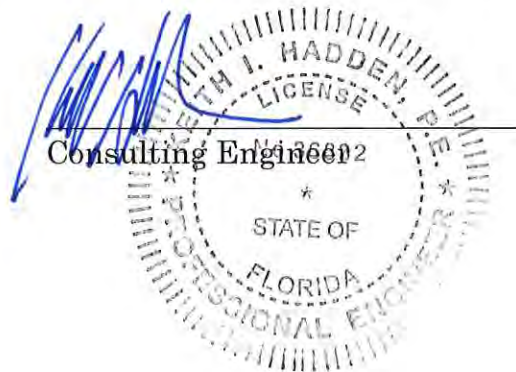
Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

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Hadden Engineering, Inc.  
P.O. Box 9509  
Fleming Island, FL 32003

September 3, 2021  
Project No: 17186.27000  
Invoice No: 0199493

Project 17186.27000 Rolling Hills - CEI  
**Professional Services rendered through August 28, 2021**

Total Fee	77,170.87		
Percent Complete	50.00	Total Earned	38,585.44
		Previous Fee Billing	33,955.18
		Current Fee Billing	4,630.26
		<b>Total Fee</b>	<b>4,630.26</b>
		<b>Invoice Total this Period</b>	<b><u>\$4,630.26</u></b>

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-6990 • Fax 904-648-9485  
CA-00002584 LC-0000318



## REQUISITION FOR SERIES 2020 PROJECT

The undersigned, an Authorized Officer of **Rolling Hills Community Development District** (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Fifth Supplemental Trust Indenture from the District to the Trustee, dated as of October 1, 2020 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **056**

(B) Name of Payee: **Vallencourt Construction Co.** **PayApp#10-Inv7380**

(C) Amount Payable: **\$129,489.76**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2020 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2020 Project and each represents a Cost of the Series 2020 Project, and has not previously been paid out of such Account;

OR

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



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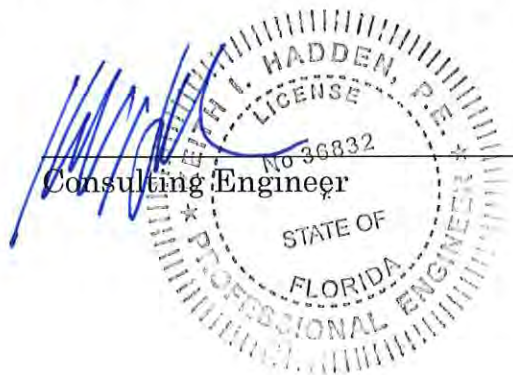
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**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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Marcus McNarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

## INVOICE

Date: 09/18/21

Period To: 9/20/2021

Invoice #: 7380

To: Rolling Hills Community Development District  
475 West Town Place Suite 114  
St. Augustine, FL 32092

VCC Project #: 2020-52

Attn.: Accounts Payable/ Bill Tew

Application #: 10

**Project Description: Rolling Hills 139 Lots Phase A  
Bradley Creek Pkwy**

ORIGINAL CONTRACT AMOUNT.....	\$4,198,326.03 ✓
CHANGE ORDERS TO DATE.....	\$ <del>543,395.31</del> 445,496.73
REVISED CONTRACT AMOUNT.....	\$ <del>4,741,721.34</del> 4,643,822.76
PERCENTAGE COMPLETE..... 29.76%	
WORK COMPLETE TO DATE.....	\$ 1,411,063.13 ✓
STORED MATERIALS.....	\$ -
TOTAL COMPLETED & STORED.....	\$ 1,411,063.13 ✓
LESS RETAINAGE.....	\$ 141,106.31 ✓
TOTAL EARNED LESS RETAINAGE.....	\$ 1,269,956.82 ✓
LESS PREVIOUS BILLINGS.....	\$ 1,140,467.06 ✓
CURRENT DUE.....	\$ 129,489.76 ✓

Account Summary:	Sales This Period	Sales To Date
Gross:	143,877.51	1,411,063.13
Retainage:	14,387.75	141,106.31
Net:	129,489.76	1,269,956.82





## PAGE

[X] OWNER  
[X] ENGINEER

CONTRACTOR'S PROJECT NO: 2020-52

Continuation Sheet, ALA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$ 4,198,326.03
2. Net change by Change Orders.....	\$ <del>543,395.34</del>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ <u>4,741,721.34</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 1,411,063.13
(Column G on G703)	
5. RETAINAGE:	
a. 0 % of Completed Work \$	<u>141,106.31</u>
(Column D + E on G703)	
b. ____ % of Stored Materials \$	
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 141,106.31
6. TOTAL EARNED LESS RETAINAGE.....	\$ 1,269,956.82

(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,140,467.06
8. CURRENT PAYMENT DUE	\$ 129,489.76
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 3,471,764.52
(Line 3 less line 6)	

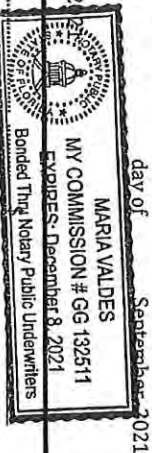
day of September 2021

MY COMMISSION # GG 132517

Bonded 1 hr. Notary Public Chicago, Ill.

tract

G702-1986





**Rolling Hills 139 Lots Phase A**  
**Bradley Creek Pkwy**

Use Column I on Contracts where available retainage for line items may apply.

APPLICATION NUMBER: 7380-10  
APPLICATION DATE: 09/18/21  
PERIOD TO: 09/20/21  
VCC PROJECT #: 2020-52

[illegible]



Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Qty Installed Prev	Qty This App	Qty Installed to Date	Total This Period	Total to Date	% Complete
<b>01a Cleaning And Earthwork</b>											
900	Clearing Easement	1	ACRE	\$13,939.12	\$13,939.12	1		1	\$0.00	\$13,939.12	100%
900	Site Clearing	48.6	ACRE	\$666.41	\$32,387.53	48.6		48.6	\$0.00	\$32,387.53	100%
1000	Pond Excavation	60,481.00	CY	\$2.40	\$145,154.40	60,481		60,481	\$0.00	\$145,154.40	100%
1001	Dewater for Pond	60,481.00	CY	\$0.47	\$28,426.07	60,481		60,481	\$0.00	\$28,426.07	100%
1108	Site Cut	26,270.00	CY	\$2.24	\$58,844.80	26,270		26,270	\$0.00	\$58,844.80	100%
1109	Place & Compact Fill	86,751.00	CY	\$1.12	\$97,161.12	86,751		86,751	\$0.00	\$97,161.12	100%
1110	Earthwork Density Testing	1	LS	\$3,246.53	\$3,246.53	0.6	0.1	0.7	\$3,324.65	\$23,272.57	70%
1115	Fine Grade LOTS- No Pads	156,000.00	SY	\$0.25	\$39,000.00	103,250	20,500	0	\$5,125.00	\$30,937.50	79%
1118	Final Dressout	18,073.00	SY	\$0.53	\$9,576.69	0		0	\$0.00	\$0.00	0%
1122	Grade or Regrade Ditches On Site	1,890.00	LF	\$9.02	\$17,047.80	1,890		1,890	\$0.00	\$17,047.80	100%
1200	Subsoil Stabilization	17,830.00	SY	\$7.54	\$134,438.20	0		0	\$0.00	\$0.00	0%
	<b>Total Price for above 01a Cleaning And Earthwork Items:</b>				<b>\$609,224.26</b>				<b>\$8,449.65</b>	<b>\$647,170.91</b>	<b>73%</b>
<b>01b Erosion And Sediment Control And Pollution Abatement</b>											
303	Maintain Silt Fence	14,600.00	LF	\$1.36	\$19,856.00	12,200		12,200	\$1,360.00	\$17,952.00	90%
304	NPDES Reporting	8	MO	\$817.54	\$6,540.32	8		8	\$0.00	\$6,540.32	100%
601	Silt Fence Type III (Regular)	14,600.00	LF	\$0.87	\$12,702.00	14,600		14,600	\$0.00	\$12,702.00	100%
608	Inlet Protection	23	EACH	\$163.51	\$3,760.73	8		8	\$0.00	\$1,308.08	35%
	<b>Total Price for above 01b Erosion And Sediment Control And Pollution Abatement Items:</b>				<b>\$42,859.05</b>				<b>\$1,360.00</b>	<b>\$38,502.40</b>	<b>90%</b>
<b>01c Stormwater Pollution Prevention</b>											
300	NPDES Permit Compliance	8	MO	\$1,569.26	\$12,554.08	8		8	\$0.00	\$12,554.08	100%
301	NPDES Permit Fee	1	EACH	\$1,308.06	\$1,308.06	1		1	\$0.00	\$1,308.06	100%
	<b>Total Price for above 01c Stormwater Pollution Prevention Items:</b>				<b>\$13,862.14</b>				<b>\$0.00</b>	<b>\$13,862.14</b>	<b>100%</b>
<b>01d Demolition And Site Preparation</b>											
1104	Strip Topsoil	50,128.00	CY	\$2.70	\$135,345.60	50,128		50,128	\$0.00	\$135,345.60	100%
1105	Bury in Pond	50,128.00	CY	\$1.12	\$56,143.36	50,128		50,128	\$0.00	\$56,143.36	100%
	<b>Total Price for above 01d Demolition And Site Preparation Items:</b>				<b>\$191,488.96</b>				<b>\$0.00</b>	<b>\$191,488.96</b>	<b>100%</b>
<b>01g Sod Bid</b>											
1201	Site Sod	4,260.00	SY	\$2.45	\$10,437.00	4,260		4,260	\$0.00	\$10,437.00	100%
1203	Pond Sod	13,250.00	SY	\$2.45	\$32,462.50	13,250		13,250	\$0.00	\$32,462.50	100%
	<b>Total Price for above 01g Sod Bid Items:</b>				<b>\$42,899.50</b>				<b>\$0.00</b>	<b>\$42,899.50</b>	<b>100%</b>
<b>01h Seeding And/or Mulching</b>											
1206	Right of Way Seed and Mulch	15,660.00	SY	\$0.33	\$5,167.80	0		0	\$0.00	\$0.00	0%
1207	Seed and Mulch Lots	156,000.00	SY	\$0.33	\$51,480.00	0		0	\$0.00	\$0.00	0%
	<b>Total Price for above 01h Seeding And/or Mulching Items:</b>				<b>\$56,647.80</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>02 Paving And Sidewalk</b>											
1302	Subgrade for Sidewalk	1,334.00	SY	\$3.27	\$4,362.18	0		0	\$0.00	\$0.00	0%
1402	8" Limerock	15,130.00	SY	\$13.45	\$203,498.50	0		0	\$0.00	\$0.00	0%
1401	4" Base Stabilized Access Road To LS	2,560.00	SY	\$6.60	\$16,896.00	0		0	\$0.00	\$0.00	0%
1503	1" Asphalt Pavement	15,130.00	SY	\$6.49	\$98,193.70	0		0	\$0.00	\$0.00	0%
1504	1" Asphalt Pavement	15,130.00	SY	\$7.49	\$113,323.70	0		0	\$0.00	\$0.00	0%
1517	Prime Limerock	15,130.00	SY	\$0.55	\$8,321.50	0		0	\$0.00	\$0.00	0%
1518	Track Coat	15,130.00	SY	\$0.55	\$8,321.50	0		0	\$0.00	\$0.00	0%
1700	Striping & Signs	1	LS	\$5,400.11	\$5,400.11	0		0	\$0.00	\$0.00	0%
1804	18" Miami Curb & Gutter	9,720.00	LF	\$9.37	\$91,076.40	0		0	\$0.00	\$0.00	0%
2003	5" Sidewalk	12,000.00	SY	\$4.36	\$52,320.00	0		0	\$0.00	\$0.00	0%
2005	A.D.A. Handicap Ramps	24	EACH	\$163.51	\$3,924.24	0		0	\$0.00	\$0.00	0%
2006	A.D.A. Mats	240	SF	\$28.99	\$6,937.60	0		0	\$0.00	\$0.00	0%
	<b>Total Price for above 02 Paving And Sidewalk Items:</b>				<b>\$612,571.43</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>



03 Drainage System												
3003	Dewater Storm Drain											
3026	Curb Inlet 0-6' Deep	7	LF	\$15.74	\$36,202.00	1079				\$0.00	\$16,983.46	474
3027	Curb Inlet 0-6' Deep	7	EACH	\$3,012.50	\$21,087.50	0				\$0.00	\$0.00	04
3028	Curb Inlet 6-8' Deep	5	EACH	\$4,304.27	\$20,129.89	3				\$0.00	\$12,912.82	434
3029	Curb Inlet 8-10' Deep	3	EACH	\$6,183.37	\$30,916.85	1				\$0.00	\$6,183.37	204
3058	Control Structure 12-14' Deep	1	EACH	\$20,882.60	\$20,882.60	1				\$0.00	\$6,964.20	334
3061	Control Structure 0-6' Deep	2	EACH	\$9,390.57	\$9,390.57	2				\$0.00	\$9,390.57	1004
3062	Storm Manhole 0-6' Deep	1	EACH	\$4,110.87	\$4,110.87	2				\$0.00	\$8,221.74	1004
3063	Storm Manhole 6-8' Deep	2	EACH	\$4,935.27	\$9,870.54	1				\$0.00	\$4,935.27	504
3064	Storm Manhole 8-10' Deep	9	EACH	\$5,770.49	\$51,934.41	1				\$0.00	\$5,770.49	04
3065	Storm Manhole 10-12' Deep	1	EACH	\$5,873.66	\$5,873.66	1				\$0.00	\$5,873.66	1004
3069	Type D Inlet 6-8' Deep	1	EACH	\$4,304.38	\$4,304.38	1				\$0.00	\$4,304.38	1004
3074	Yard Drains	9	EACH	\$1,249.27	\$11,243.43	4				\$0.00	\$4,997.08	444
3075	Storm Top Adjustments	45	EACH	\$388.11	\$17,259.95	0				\$0.00	\$0.00	04
3076	Storm Inverts	46	EACH	\$447.84	\$20,600.64	0				\$0.00	\$0.00	04
3077	Underdrain Slubs From Inlets	600	LF	\$29.13	\$17,478.00	0				\$0.00	\$0.00	04
3088	36" Mixed End Section	2	EACH	\$3,383.60	\$6,767.20	1				\$0.00	\$3,383.60	504
3089	42" Mixed End Section	2	EACH	\$6,746.56	\$13,493.12	0				\$0.00	\$0.00	04
3184	15" RCP 0-6' Deep	385	LF	\$55.74	\$21,459.90	247				\$0.00	\$13,767.78	644
3185	15" RCP 6-8' Deep	789	LF	\$58.07	\$45,817.23	260				\$0.00	\$15,098.20	334
3191	18" RCP 0-6' Deep	469	LF	\$62.37	\$29,251.53	208				\$0.00	\$12,972.96	444
3192	18" RCP 6-8' Deep	189	LF	\$64.70	\$12,228.30	189				\$0.00	\$12,228.30	1004
3193	18" RCP 8-10' Deep	122	LF	\$77.62	\$9,469.64	122				\$0.00	\$9,469.64	1004
3198	24" RCP 0-6' Deep	282	LF	\$74.13	\$20,904.66	0				\$0.00	\$0.00	04
3199	24" RCP 6-8' Deep	521	LF	\$76.47	\$39,840.87	0				\$0.00	\$0.00	04
3200	24" RCP 8-10' Deep	150	LF	\$93.97	\$14,095.50	0				\$0.00	\$0.00	04
3201	24" RCP 10-12' Deep	409	LF	\$99.38	\$40,646.42	0				\$0.00	\$0.00	04
3206	30" RCP 6-8' Deep	138	LF	\$99.99	\$13,798.62	0				\$0.00	\$0.00	04
3207	30" RCP 8-10' Deep	449	LF	\$113.90	\$51,141.10	0				\$0.00	\$0.00	04
3213	36" RCP 6-8' Deep	29	LF	\$127.90	\$3,709.10	0				\$0.00	\$0.00	04
3214	36" RCP 8-10' Deep	1,096.00	LF	\$139.80	\$153,220.80	165				\$0.00	\$23,067.00	154
3215	36" RCP 10-12' Deep	141	LF	\$147.73	\$20,823.93	0				\$0.00	\$0.00	04
3216	36" RCP 12-14' Deep	62	LF	\$157.65	\$9,724.30	0				\$0.00	\$0.00	04
3219	42" RCP 0-6' Deep	66	LF	\$140.36	\$9,265.76	0				\$0.00	\$0.00	04
3220	42" RCP 6-8' Deep	393	LF	\$144.94	\$56,961.42	0				\$0.00	\$0.00	04
3221	42" RCP 8-10' Deep	219	LF	\$156.84	\$34,347.96	0				\$0.00	\$0.00	04
3264	Underdrain Cleanout	18	EACH	\$179.35	\$3,228.30	0				\$0.00	\$0.00	04
3279	Punch Out Storm Drain	5,909.00	LF	\$1.72	\$10,163.48	0				\$0.00	\$0.00	04
3280	TV Storm Drain	5,909.00	LF	\$6.27	\$37,049.43	0				\$0.00	\$0.00	04
				Total Price for above 03 Drainage System Items:						\$0.00	\$170,754.02	184
04 Roadway Underdrain												
3263	Roadway Underdrain	2,380.00	LF	\$24.83	\$59,095.40	0				\$0.00	\$0.00	04
				Total Price for above 04 Roadway Underdrain Items:						\$0.00	\$0.00	04
05 Water Distribution												
7014	8" DR18 PVC Water Main	1,085.00	LF	\$19.25	\$20,885.25	0				\$0.00	\$0.00	04
7015	6" DR18 PVC Water Main	1,295.00	LF	\$13.10	\$16,964.50	0				\$0.00	\$0.00	04
7016	4" DR18 PVC Water Main	2,530.00	LF	\$9.16	\$23,174.80	0				\$0.00	\$0.00	04
7017	2" Water Main Per Lift Station	1,540.00	LF	\$5.86	\$9,024.40	0				\$0.00	\$0.00	04
7022	8" Joint Restraints	20	EACH	\$170.01	\$3,400.20	0				\$0.00	\$0.00	04
7023	6" Joint Restraints	30	EACH	\$124.93	\$3,747.90	0				\$0.00	\$0.00	04
7053	8"x6" Tee SIV. and Valve	1	EACH	\$5,300.89	\$5,300.89	0				\$0.00	\$0.00	04
7063	4"x2" Tee Saddle and Valve	1	EACH	\$1,574.00	\$1,574.00	0				\$0.00	\$0.00	04
7084	8" X6" Cross	2	EACH	\$1,000.84	\$2,001.68	0				\$0.00	\$0.00	04
7097	6" Gate Valve	12	EACH	\$919.49	\$11,033.88	0				\$0.00	\$0.00	04
7104	Valve Box Installation	14	EACH	\$165.21	\$2,312.94	0				\$0.00	\$0.00	04
7105	Flushing Hydrant	6	EACH	\$1,498.59	\$8,991.54	0				\$0.00	\$0.00	04
7106	Fire Hydrant	6	EACH	\$2,867.44	\$17,204.64	0				\$0.00	\$0.00	04
7132	8 x 8" Tee	1	EACH	\$559.62	\$559.62	0				\$0.00	\$0.00	04
7140	6 x 6" Tee	6	EACH	\$356.82	\$2,140.92	0				\$0.00	\$0.00	04
7154	6" 90 Bend	6	EACH	\$283.80	\$1,702.80	0				\$0.00	\$0.00	04
7161	4" 45 Bend	2	EACH	\$464.56	\$929.12	0				\$0.00	\$0.00	04
7187	8"x6" Reducer	2	EACH	\$302.96	\$605.92	0				\$0.00	\$0.00	04
7189	6"x4" Reducer	6	EACH	\$214.18	\$1,285.08	0				\$0.00	\$0.00	04
7241	Portable Water Services	139	EACH	\$729.80	\$101,442.20	0				\$0.00	\$0.00	04
7243	Water Service At Lift Station	1	EACH	\$1,827.20	\$1,827.20	0				\$0.00	\$0.00	04
7246	Punch Out for Water Main	1	LF	\$1.91	\$12,319.50	0				\$0.00	\$0.00	04



[illegible]



[illegible]



**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 129,489.76, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through September 20, 2021 on the job of Rolling Hills Community Development District to the following described property:

**Project:** Rolling Hills 139 Lots Phase A  
**Location:** Bradley Creek Pkwy  
**Invoice#:** 7380-10

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** September 20, 2021

**Lienor's Name:** Vallencourt Construction Co., Inc.

**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:**



**Printed Name:** Kyle Gammon

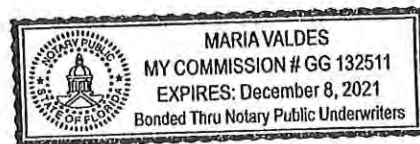
**Title:** Chief Financial officer

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 20 day of September 2021  
by **Kyle Gammon of Vallencourt Construction Co., Inc.**, a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Maria Valdes  
Notary Public



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.



## *SIXTH ORDER OF BUSINESS*



*B.*



# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Rolling Hills Community Development District - Green Cove Springs, FL

2. PUBLIC NOTICE DATE  
09/23/2021

3. SOLICITATION OR PROJECT NUMBER  
Engineering Services - Rolling Hills CDD

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Joseph Schofield, P.E., Sr. Project Manager

5. NAME OF FIRM

Alliant Engineering, Inc.

6. TELEPHONE NUMBER  
904-256-4866

7. FAX NUMBER

8. E-MAIL ADDRESS  
jschofield@alliant-inc.com

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>				Alliant Engineering, Inc.  <input type="checkbox"/> CHECK IF BRANCH OFFICE	10475 Fortune Pkwy., Suite 101 Jacksonville, FL 32256	District Engineer (Phase 3B & 3C)
b.	<input checked="" type="checkbox"/>				Alliant Surveying, Inc. (a wholly owned subsidiary of Alliant Engineering, Inc.)  <input type="checkbox"/> CHECK IF BRANCH OFFICE	10475 Fortune Pkwy., Suite 101 Jacksonville, FL 32256	Land Surveying
c.					  <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					  <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					  <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					  <input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Curt Wimpée, PE	District Engineer	26	6

15. FIRM NAME AND LOCATION *(City and State)*  
Alliant Engineering, Inc.

16. EDUCATION *(Degree and Specialization)*

Bachelor of Science - Civil Engineering

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

FL PE # 79764  
GA PE # 031340  
MN PE # 40487

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Currently professionally licensed in three states with four additional states pending. Experience includes work in thirteen states and two Canadian Provinces.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Shadow Crest at Rolling Hills CDD (PHases 3B & 3C)	2021 - present	in approval process
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC engineer for a 247 lot single-family subdivision located within a Community Development District in Clay County, FL.		
Spring Lake Subdivision	2019 - present	preparing to break ground
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR for a 421 lot single-family subdivision located within a Community Development District in Palm Coast, FL.		
Whiteview Subdivision	2017 - present	underway 2021
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR for a 202 lot single-family subdivision located in Palm Coast, FL.		
Portofino Subdivision	2021 - present	in the approval process
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC engineer for a 74 lot single-family subdivision located in Palm Coast, FL.		
Ryan's Landing Subdivision	2018 - present	in the approval process
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR for a 95 lot single-family subdivision located in Palm Coast, FL.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME  Joe Schofield	13. ROLE IN THIS CONTRACT  District Engineer	14. YEARS EXPERIENCE a. TOTAL 18      b. WITH CURRENT FIRM 0.5	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Alliant Engineering, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i>  Bachelor of Science - Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  FL PE# 69219	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>  Shadow Crest at Rolling Hills CDD (PHases 3B & 3C)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021      CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Engineer of record for a 247 lot single family subdivision in Green Cove Springs, Florida, having completed design and permitting substantially complete. Construction to begin Q1 2022. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>  Portofino Subdivision	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021      CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineering for a 74 lot single family subdivision in Palm Coast, Florida, having completed design and permitting underway. Construction to begin in 2022. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>  Ryan's Landing Subdivision	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021      CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project engineering for a 95 lot single family subdivision in Palm Coast, Florida, having completed design and permitting underway. Construction to begin in 2022. <input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES      CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE  <input type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES      CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE  <input type="checkbox"/> Check if project performed with current firm		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Ben Kaimen	Design Engineer	a. TOTAL 13	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Alliant Engineering, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i> Master of Science - Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Engineer in Training	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Spring Lake Subdivision	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design engineering responsible for a 421 lot single-family subdivision located within a Community Development District in Palm Coast, FL.		
b.	Whiteview Subdivision	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design engineering responsible for a 202 lot single-family subdivision located in Palm Coast, FL.		
c.			
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
d.			
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
e.			
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Chris Gennette	Sr. Designer	a. TOTAL 6	b. WITH CURRENT FIRM 2.5
15. FIRM NAME AND LOCATION <i>(City and State)</i> Alliant Engineering, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science - Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Engineer in Training	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Spring Lake Subdivision	2021	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Designer for a 421 lot single-family subdivision located within a Community Development District in Palm Coast, FL.		
Whiteview Subdivision	2021	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Designer for a 202 lot single-family subdivision located in Palm Coast, FL.		
Portofino Subdivision	2021	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
Designer for a 74 lot single-family subdivision located in Palm Coast, FL.		
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	



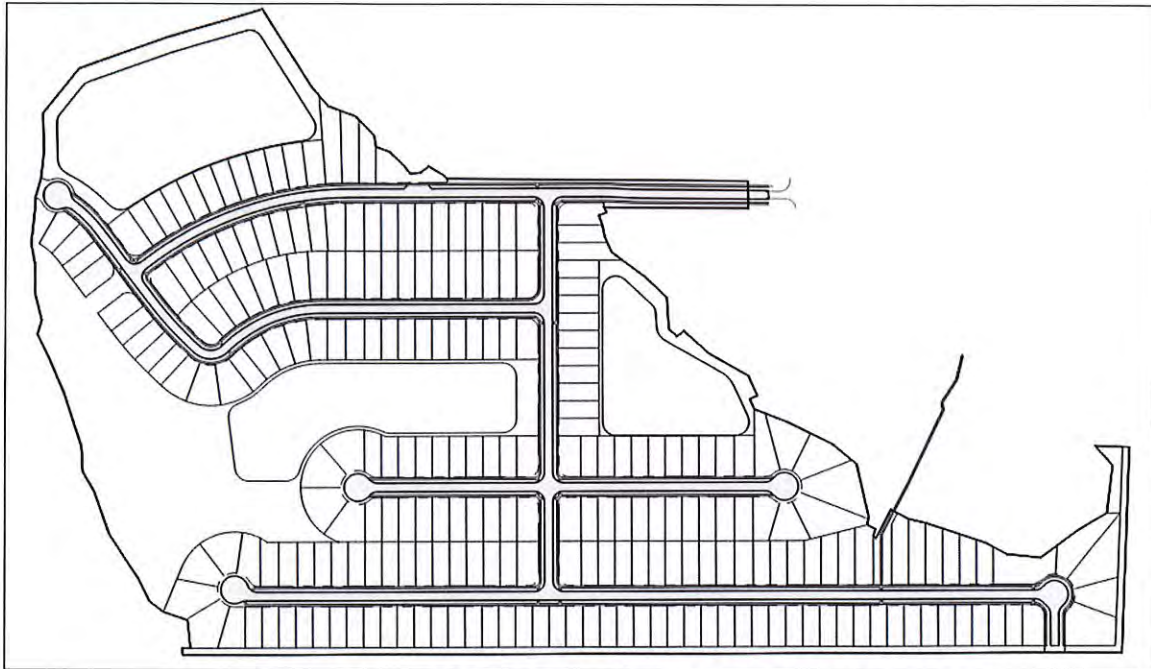
<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Shadow Crest at Rolling Hills CDD (Phases 3B & 3C)	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Garden Street Communities Southeast	b. POINT OF CONTACT NAME Scott Blunck	c. POINT OF CONTACT TELEPHONE NUMBER 904-923-0808
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### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

In 2021, Alliant was contracted to serve as the Engineer of Record for Design and Permitting of Phases 3B & 3C of Rolling Hills Subdivision in Clay County, FL. Phases 3B & 3C consisted of 247 lots. The project is currently in the approval process with an expectation for all approvals by November of 2021. The estimated construction cost for the site work is approximately \$8.6M. Alliant is also contracted to perform Construction Administration for construction of both phases.



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 7406 Fullerton St., Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



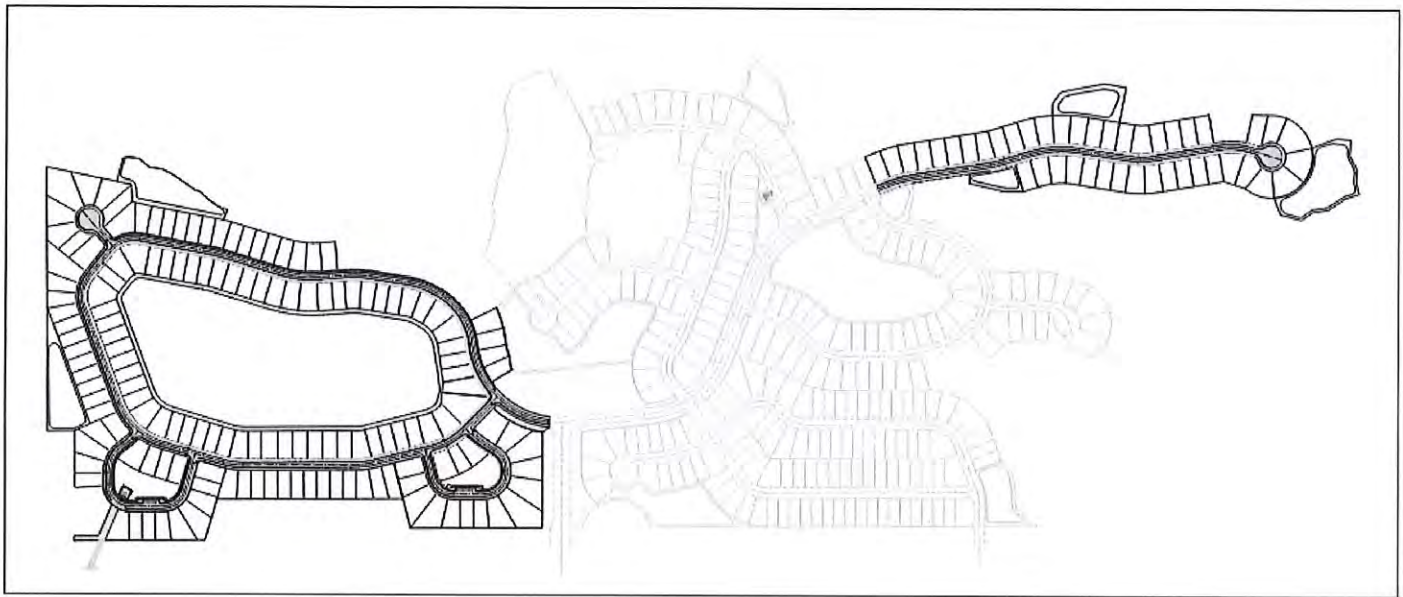
<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Spring Lake Subdivision CDD	PROFESSIONAL SERVICES 2020 - Present	CONSTRUCTION <i>(If applicable)</i> preparing to break ground

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Sunbelt Land Management	b. POINT OF CONTACT NAME Ken Beisne	c. POINT OF CONTACT TELEPHONE NUMBER 386-259-1591
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

In 2020, Alliant was contracted to serve as the Engineer of Record for Design and Permitting of 421 Single-Family lots in Palm Coast, FL. This project was part of the Palm Coast Park MPD (DRI) and is being bonded through the CDD. The project is currently getting ready to break ground and Alliant has been contracted to perform Construction Administration for construction of Phase 1. The estimated construction cost for the site work is approximately \$8.3M.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 7406 Fullerton St., Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



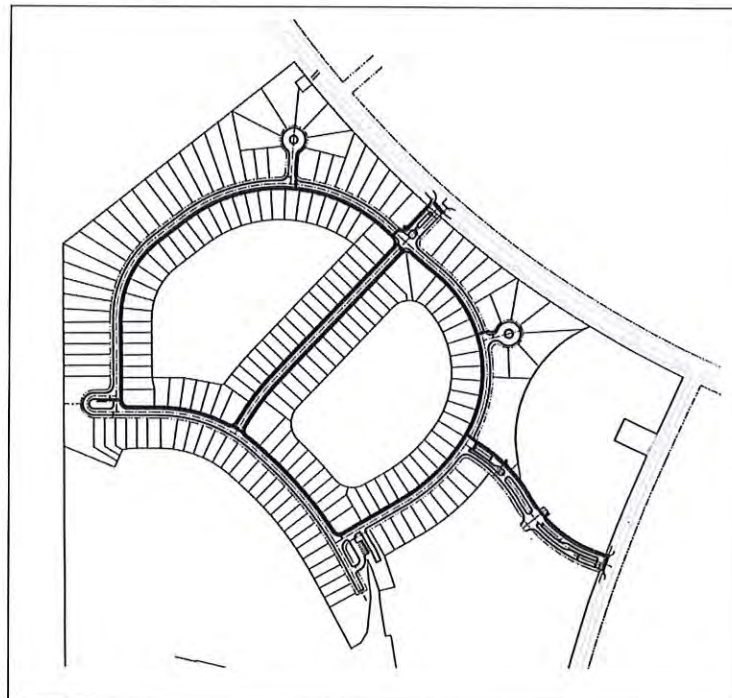
<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Whiteview MPD	PROFESSIONAL SERVICES 2017 - present	CONSTRUCTION <i>(If applicable)</i> underway 2021

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER KB Home	b. POINT OF CONTACT NAME JETT GIDSON	c. POINT OF CONTACT TELEPHONE NUMBER 904-596-6680
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

In 2017, Alliant was contracted to serve as the Engineer of Record for Design and Permitting of 220 Single-Family lots in Palm Coast, FL. The project recently began construction and Alliant has been contracted to perform Construction Administration. The estimated construction cost for the site work is approximately \$7.7M.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 7406 Fullerton St., Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Portofino Subdivision	PROFESSIONAL SERVICES 2021 - present	CONSTRUCTION <i>(If applicable)</i> in approval process

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER SeaGate Homes	b. POINT OF CONTACT NAME ROBERT GAZZOIL	c. POINT OF CONTACT TELEPHONE NUMBER (386) 511-1212
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

In 2021, Alliant was contracted to serve as the Engineer of Record for Design and Permitting of 74 Single-Family lots in Palm Coast, FL. The project is currently in the permitting process with construction anticipated to commence in early 2022. The estimated construction cost for the site work is approximately \$3.0M.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 7406 Fullerton St., Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

Ryan's Landing Subdivision

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2020 - present

CONSTRUCTION *(If applicable)*  
in approval process

**23. PROJECT OWNER'S INFORMATION**

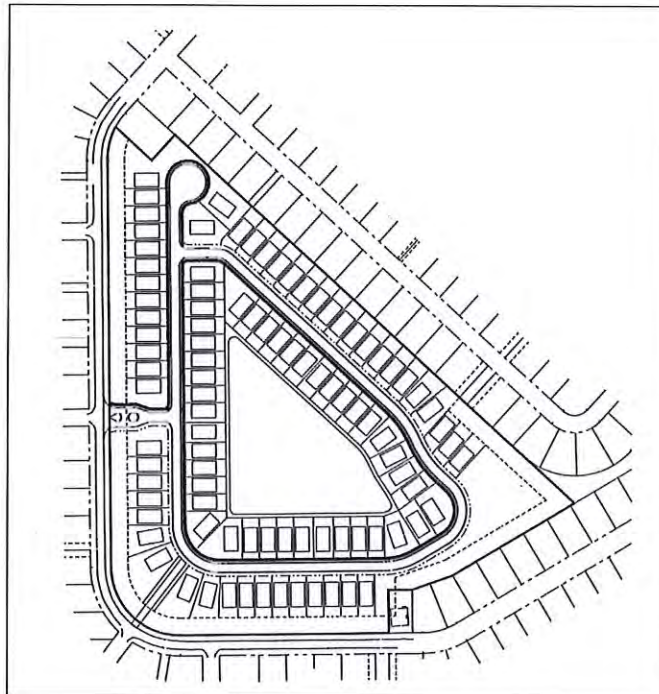
a. PROJECT OWNER  
SeaGate Homes

b. POINT OF CONTACT NAME  
Robert Gazzoli

c. POINT OF CONTACT TELEPHONE NUMBER  
(386) 511-1212

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

In 2020, Alliant was contracted to serve as the Engineer of Record for Design and Permitting of 95 Single-Family lots in Palm Coast, FL. The project is currently in the permitting process with construction anticipated to commence in early 2022. The estimated construction cost for the site work is approximately \$3.8M.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> 7406 Fullerton St., Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Shadow Crest at Rolling Hills CDD (Pase 3B&C)	6	
2	Spring Lake Subdivision	7	
3	Whiteview Subdivision	8	
4	Portofino Subdivision	9	
5	Ryan's Landing Subdivision	10	



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## H. ADDITIONAL INFORMATION

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

---

## I. AUTHORIZED REPRESENTATIVE

*The foregoing is a statement of facts.*

31. SIGNATURE



Digitally signed by Signature  
Reason: I am the author of this document  
Date: 2021.09.28 14:05:11-04'00'

32. DATE

9/28/2021

33. NAME AND TITLE

Joseph Schofield, Sr. Project Manager



## 1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

8a. FORMER FIRM NAME(S) (If any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
	1995	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

STANDARD FORM 330 (REV. 8/2016) PAGE 6





*RFQ for Engineering Services*

## **Rolling Hills Community Development District**

*contact person*

**Christopher Potts, PE**

Director of Engineering, JBPro  
(904) 789-8999 x 1202  
chris.potts@jbpro.com

**10/11/2021**

*prepared by*

**JBrown Professional Group Inc.**

4420 US-1 S, Suite 1  
St. Augustine, FL 32086

*prepared for*

**Government Management Services, LLC.**

475 West Town Place, Suite 114  
St. Augustine, FL 32092







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**JBPro**

**01**

# Letter of Interest



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



# Letter of Interest

## Rolling Hills Community Development District,

JBPro is pleased to submit qualifications for the Rolling Hills Community Development District (CDD) Engineering Services contract.

We understand that a quality engineering consultant is important to the success for a community like yours. An experienced and motivated engineering partner can assist the District by creating high-quality civil engineering designs that will improve the District's infrastructure and promote economic development opportunities for its citizens. Every infrastructure improvement leads to better community experiences and outcomes for residents, visitors, local businesses, and all other stakeholders. At JBPro, we've established our reputation by providing excellent communication, effective project management, skilled engineering design, and permitting services. We work extremely hard to satisfy our client's needs, making their objectives our primary focus as we execute each project.

As a result, the JBPro team has more than 15 years of experience working with CDDs similar to Rolling Hills.

**Our team has served 17 CDDs in the Villages and the Seminole Improvement Districts. Currently, we are serving as the district engineer for Tara Forest CDD and on the Tara Oaks CDD board.**

Providing professional engineering services for the most notable collection of CDDs in the state of Florida, this experience offers the Rolling Hills Community a unique and comprehensive set of capabilities in the role as the engineer for the District.

We are capable of providing a wide-range of services as a consultant to the Rolling Hills CDD. Beyond the core civil engineering services, we also provide land planning, surveying, and construction services, which includes full-service construction engineering and inspection (CEI) services, as well as plan review for engineering plans, planning review, and plat and survey reviews.



**Cade Museum**  
Gainesville, FL



# Letter of Interest



The JBPro team is committed to attending monthly District meetings in order to coordinate, consult, and provide professional engineering advice. We understand that a timely response to project assignments is a crucial component to being the District Engineer for the Rolling Hills CDD. Our community development district clients are our top priority, and we pride ourselves on prompt and effective communication.

We pay particular attention to schedule and budget. We know how important those two aspects are to our clients, so we make sure they are just as important to us. To increase our efficiency both on timeline and budget, our engineering team works closely with our in-house surveying department. Integrating the up-front topographic surveying needs of a project in a collaborative manner is seamless for us. This is often critical to the timeliness of our projects. We make sure to hit the ground running when a survey is complete so that we have as much time as possible to focus on design excellence, value engineering, and communication with the District.

Our engineering teams are available to assist the Rolling Hills CDD with any type of civil engineering projects. We have a strong staff of civil engineers with extensive experience and a significant portfolio of both public and private work. Our projects include major utility infrastructure, stormwater remediation, roadway and streetscape, parks and recreation, and building projects. We have also completed residential, commercial, and mixed-use projects in the private sector. JBPro's services include but are not limited to preparing engineering studies, permitting applications, required annual reports, public facility reports, plans of improvement, and engineering reports as it relates to design, bidding, and construction phase services.

The Rolling Hills CDD will achieve great outcomes with JBPro's commitment that you will receive prompt service from our staff with every request no matter the type, size, or scope of service. Please feel free to contact us with any questions regarding our qualifications. We appreciate the opportunity and look forward to serving the Rolling Hills CDD.

Sincerely,

A handwritten signature in blue ink that reads "Christopher Potts".

Christopher Potts, PE

Director of Engineering, JBPro



**JBP<sup>ro</sup>**

**02**

# Company Profile



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



# Company Information

## Overview

JBPro was originally established as Brown & Cullen, Inc. in 1995, and was renamed JBrown Professional Group Inc. in 2013. We rebranded in 2020 and are now referred to by our brand identify of JBPro. Throughout our 26 years, JBPro has been led by Jay Brown, our founder, who leads the company and provides a vast array of design and project experience. The firm has grown from a staff of two in the summer of 1995 to over 30 employees in the fall of 2021.

## Corporate Information

**Business Type** S-Corporation

**Regionality** Local

**Date of Incorporation** 09/20/2013

**Annual Report Filed** 02/05/2021

## Years in Business

8 years as JBrown Professional Group Inc.

26 years total (succeeded Brown & Cullen, Inc.)

**Phone** (904) 789-8999

**Toll Free** (844) Go-JBPro

**Fax** (352) 375-0833

**Email** [contact@jbpro.com](mailto:contact@jbpro.com)

**Website** [jbpro.com](http://jbpro.com)

**Address** 4420 US-1 S, Suite 1  
St. Augustine, FL 32086

**Hours** Weekdays 8AM-5PM



Throughout our 26 years of activity JBPro has staked its reputation on a genuine commitment to our clients and producing high-quality design work. We work hard for our clients and we make sure their projects are successful. We know how to meet schedules and budgets, and, throughout our history, we have developed loyalty with repeat clientele.

**We have held multiple continuing services contracts for over a decade in North Florida and our staff has extensive experience providing community development districts with engineering services.**

Our engineering staff is well trained, experienced, and highly responsive. We have received local, statewide, and national awards for our project designs with many of our projects receiving Gainesville Beautification awards. Our Depot Park project won an Outstanding Environmental Project Award locally, and our SW 9th Street Roadway project received the APWA statewide and national awards as the Transportation Project of the Year (\$5M or Less). Our employees have been officers of the local ASCE chapter and have been active with local charitable organizations and Boards. Our company received a Founder's Award from Millard Fuller, the founder of Habitat for Humanity for service to the organization. We value our commitment to community and our clients and hope to serve the Rolling Hills Community Development District with our best efforts in the years to come.



# Location & Minority Business Status

## Location

JBPro will serve the Rolling Hills Community Development District from our St. Augustine, FL office, which is only 20 miles from the CDD site. From this location, JBPro will be well-suited to serve the CDD, easily within driving distance for site visits and on-premise meetings. JBPro also has an office in Gainesville, FL and will be able to provide support services from that office as well. The Gainesville office is within a comfortable driving range from the Rolling Hills Community Development District, so the district will have two JBPro offices at its service. While JBPro and our staff have extensive CDD experience overall, the St. Augustine office does not currently have an existing relationship with a CDD, so it would make the Rolling Hills Community Development District its top priority.

## Minority Business Status

While JBPro is not a certified minority-owned business at this time, we value diversity, equity, and inclusion in every part of our organization, and we are proud to be a Certified Small Business Enterprise in Alachua County.





# Previous Work & Company Character

## Previous Work Volume

JBPro staff has experience working with exactly twenty (20) community development districts and looks forward to working with Rolling Hills Community Development District. The Rolling Hills RFQ for Engineering Services places specific emphasis on valuing diversity of the firms that receive work from the district, and we believe JBPro has the perfect balance of experience and originality. Since JBPro hasn't worked with the district, we would be able to diversify the firms that have worked for the district and bring in a new level of design excellence and client advocacy to Rolling Hills. At the same time, we would be able to draw on our experience serving as the District Engineer for a number of other CDDs throughout North and Central Florida.



Client advocacy and  
**design excellence.**

## Character, Integrity, & Reputation

Character, integrity, and reputation are at the heart of JBPro. We put our client at the center of our work effort at all times and strive to do the best design and permitting work we possibly can without compromising our ethics. By following those principles, we have developed incredible relationships not only with our clients but with the permitting agencies that we work with. From the very founding of our company, we learned that working with permitting agencies and other public offices was paramount to our success. While many engineering firms are combative with the public sector, we take a collaborative approach, considering all stakeholders and showing respect. This has garnered us a great reputation with both our clients and the counties and municipalities we work within. JBPro has never committed any public entity crime and always respect public processes. It for these reasons that we have many public continuing services contracts, extensive experience with CDDs, and plan an engineering plan review contract from a nearby municipal government. We are held in high esteem by clients and agencies alike.

**Please reach out to our references provided later in this qualifications document to verify our character, integrity, and reputation. We have full confidence that Rolling Hills CDD staff would be impressed by the feedback our references provide on our collaborative approach to designing and permitting our engineering projects.**



# Primary Services

## Civil Engineering

We provide safe, efficient, cost-effective designs that are built to last. Our clients can depend on us to provide creative and thorough design documents for all of their infrastructure needs while optimizing functionality and aesthetic appeal.

## Surveying

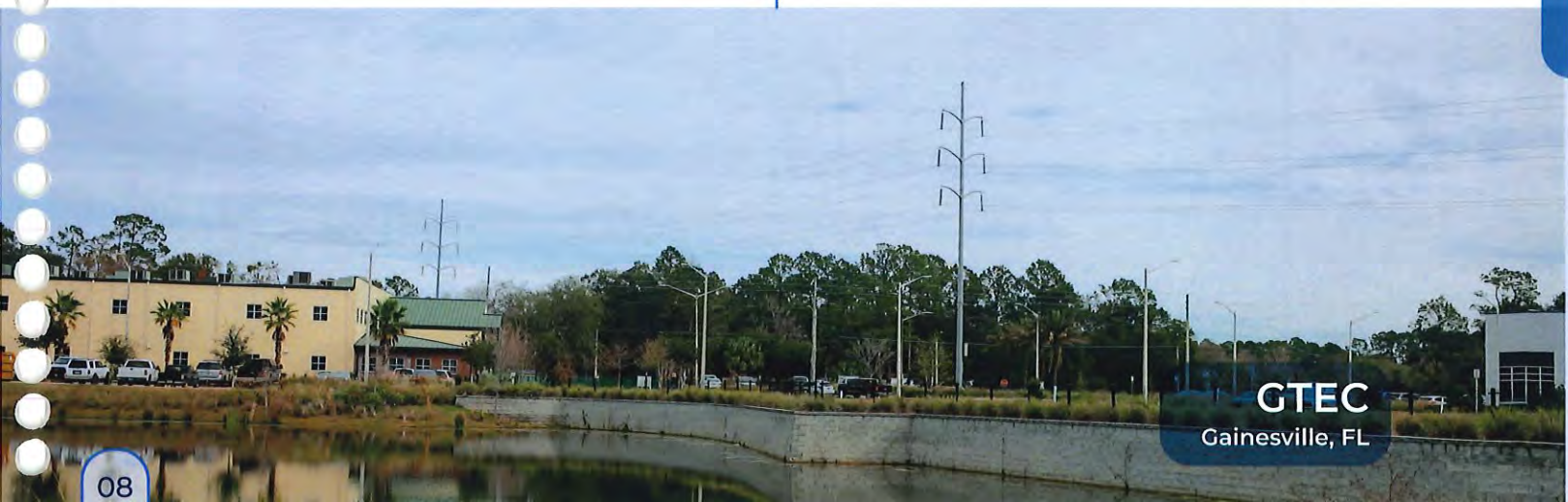
We offer a full range of surveying services to support all of your geospatial and construction needs, and we have the expertise to ensure the highest accuracy and data integrity from all of our surveying solutions.

## Land Planning

We believe successful projects begin with great planning. Our staff draws on our extensive experience and creative design skills to provide up-front layouts that lead to positive outcomes for our clients. We thoroughly research and plan our projects throughout the entire project.

## Construction Services

We are committed to providing thorough and timely construction services to assist throughout the construction process. We help administer construction contracts, inspect construction work and help manage issues that develop throughout the construction process.





# Certificate of Corporate Status

## *State of Florida Department of State*

I certify from the records of this office that JBROWN PROFESSIONAL GROUP INC. is a corporation organized under the laws of the State of Florida, filed on September 20, 2013.

The document number of this corporation is P13000078056.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 5, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of February, 2021*



*Randy R. Levine*  
Secretary of State

Tracking Number: 2046948620CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# Business Occupational License

This Receipt is issued pursuant to  
County ordinance 87-36

## 2021/2022 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

**Account** 1090027  
**EXPIRES** September 30, 2022

**Business Type** Surveyor  
**Location** 4420 S U S 1 # 1  
St Augustine FL 32086

**New Business**  
**Transfer**

**Business Name** **JBrown Professional Group  
Inc**

<b>Tax</b>	30.00
<b>Penalty</b>	0.00
<b>Cost</b>	0.00
<b>Total</b>	<b>30.00</b>

**Owner Name** JBrown Professional Group Inc



**Mailing Address** 3530 NW 43rd Street  
Gainesville FL 32606

**DENNIS W. HOLLINGSWORTH**  
**ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2020-901817 on 09/01/21 for \$30.00**



**JBPro**

**03**

# Personnel & References



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



# Design Team Overview



## A Family of Skilled and Dedicated Professionals

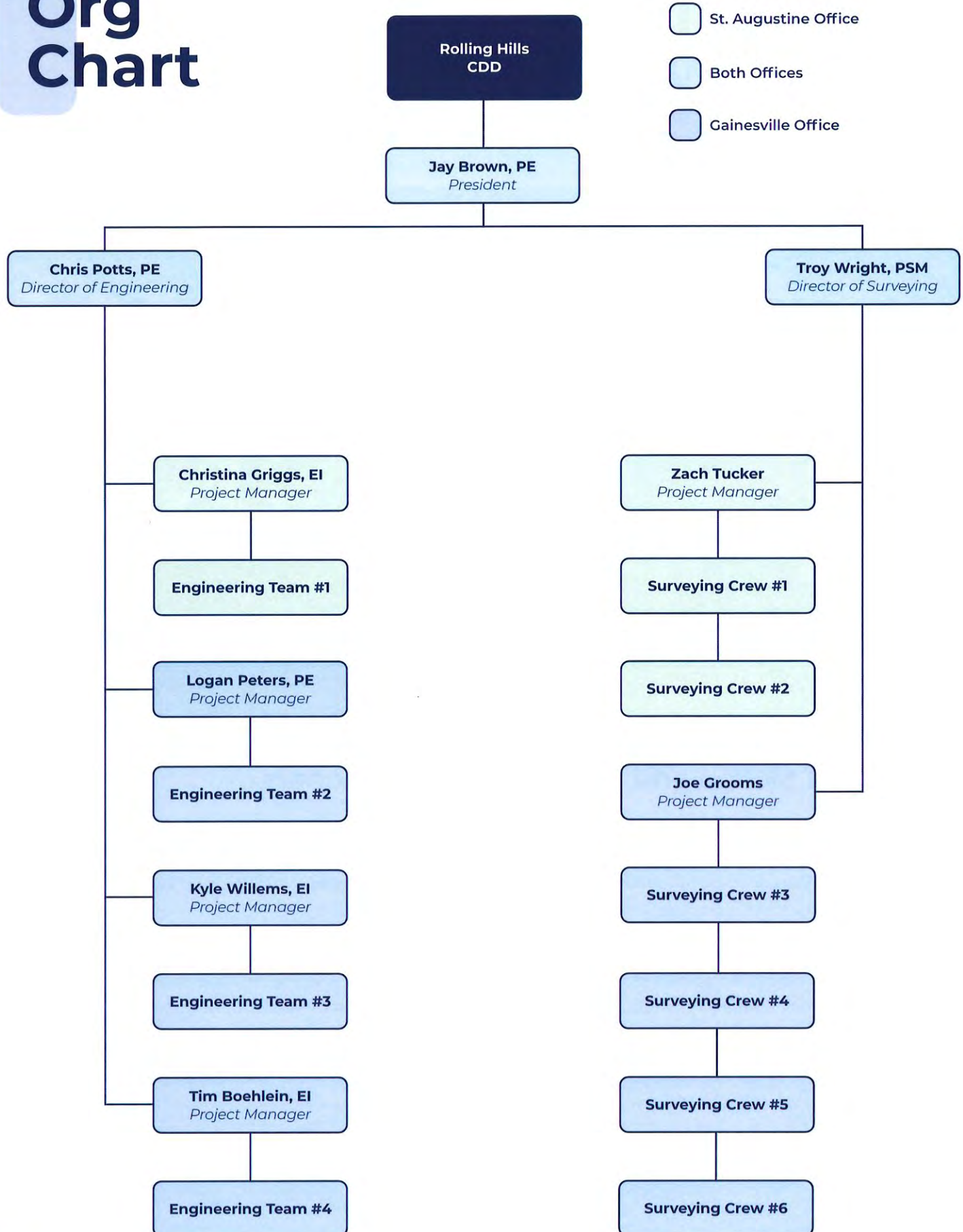
JBPro provides civil engineering, surveying, and land planning professional services to our primary service area in North and Central Florida. The JBPro staff includes a total of 30 employees. The engineering department includes 10 staff members, of which 9 are graduate engineers. The surveying department includes 17 staff members, 6 office staff and 11 field staff. Additionally, there are 3 staff members in the Administration Department.

JBPro has grown steadily over the past several years due to a consistent demand for our services. We have implemented a strategic vision for continued growth into the future. JBPro has developed a strong management and leadership team consisting of the Company President, Jay Brown, PE and the Department Directors: Chris Potts, PE - Director of Engineering, Troy Wright, PSM - Director of Surveying, and Michael Brown - Director of Administration.

[An organization chart of our company and resumes of key staff are included in the following pages.](#)



# Org Chart





# Christopher Potts

PE, LEED GA

## Director of Engineering

Christopher Potts has been a licensed Professional Engineer since 2011. Chris has experience in the implementation of Improvement Districts in Florida, along with a comprehensive knowledge-base of land development projects, focusing on design, permitting, master planning, utility design and system modeling, roadway design and stormwater drainage design. Chris has worked extensively with the public and private sector, providing solutions to their development needs.

### Project Experience

#### The Villages CDDs *The Villages, FL*

Served as District Engineer for all 17 of the special purpose districts in The Villages, which covers 32 square miles, approximately 17,000 acres, and over 55,000 residential units. The districts construct and maintain a number of types of public infrastructure including water, sewer, drainage, irrigation, parks, and recreation facilities.

#### Tara Forest CDD *Alachua, FL*

Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua.

#### Seminole Improvement District *Westlake, FL*

Served as District Engineer for the Seminole Improvement District (SID). Oversaw construction and maintenance of a number of types of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, and roadways.

#### Town of Tioga *Tioga, FL*

Serves as the project manager for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is master planning a 216.12 acre southeastern expansion of the planned development.

#### Tara Oaks CDD *Leesburg, FL*

As a Board Member, JBPro participated in the initial board meetings and voting for the creation, budgets, bonding, and Engineer's Report. The development consists of 1,200 homesites near Leesburg, Florida.



### Education

B.S. Civil Engineering,  
University of Florida (2007)

### Certifications

Professional Engineer,  
Florida License #PE73842

LEED Green Associate

### Memberships

American Society of  
Civil Engineers

Builder's Association of  
North Central Florida

Northeast Florida Builder's  
Association

St. Johns Building Council



# A.J. “Jay” Brown Jr. PE

President, Principal

Mr. Brown is the President and Principal Civil Engineer with JBrown Professional Group Inc. (JBPro). He has over 35 years of experience in civil engineering design and project management and expertise in a wide array of civil engineering project types.

## Project Experience

### Tara Forest CDD Alachua, FL

Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer’s report and the supporting documents for the petition to create the CDD with the City of Alachua.

### Town of Tioga Tioga, FL

Serves as the project manager for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is master planning a 216.12 acre southeastern expansion of the planned development.

### Depot Park Gainesville, FL

This project required significant environmental remediation efforts to turn a 33-acre brownfield reclamation area into downtown Gainesville’s premier multi-use recreational park. The design included a stormwater park with promenade, paved paths, pavilions, playgrounds, a splash pad, and stage facilities.

### City of Alachua Plan Review Services Alachua, FL

JBPro has provided the City of Alachua with third-party engineering review of site plan submittals since 2014. JBPro has completed 51 total reviews and 23 major site plan reviews in the last two years. The plans are reviewed to ensure the land development regulations of the City are met and the engineering or plat design complies with local and state standards.

### SW 9th Street Gainesville, FL

A new concession and restroom building was constructed to serve the athletic facilities for sporting events at St. Francis Catholic Academy. JBPro designed and permitted the new facility as well as the site layout. JBPro had prepared a previous master plan for the athletic fields and had pre-planned utility stub-outs to serve the future building location.



## Education

B.S. Civil Engineering,  
University of Florida (1986)

Post-Baccalaureate Studies,  
University of Florida (1986-87)

## Certifications

Professional Engineer,  
Florida License #PE43879

## Memberships

American Society of  
Civil Engineers

Builder’s Association of  
North Central Florida,  
Board of Directors

Northeast Florida Builder’s  
Association

St. Johns Building Council



# Logan Peters <sup>PE</sup>

## Project Manager

Logan Peters earned her Bachelor of Science in Civil Engineering from the University of Florida in 2012 and joined JBPro in April 2013. She is a Florida Licensed Professional Engineer, and specializes in subdivision and stormwater design. Logan has experience with both the public and private sectors with a wealth of knowledge of land development design and permitting.

### Project Experience

#### **Tara Forest CDD** *Alachua, FL*

Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua.

#### **Depot Park** *Gainesville, FL*

This project required significant environmental remediation efforts to turn a 33-acre brownfield reclamation area into downtown Gainesville's premier multi-use recreational park. The design included a stormwater park with promenade, paved paths, pavilions, playgrounds, a splash pad, and stage facilities.

#### **UF-642 SW Transportation Improvements** *Gainesville, FL*

This project involves a full redesign of several major transportation corridors, the undergrounding of extensive overhead electric distribution networks, and the design and installation of two new roundabouts at congested intersections on the UF campus.

#### **St. Anne Early Learning Center** *Gainesville, FL*

The learning center building was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The school was designed to accommodate 260 students. The site was master planned by JBPro including wetland impacts, master stormwater management and utility infrastructure, and shared parking.

#### **SW 9th Street** *Gainesville, FL*

This project was designed as a "green" road, using the latest in urban design concepts to provide a pedestrian-friendly space. A new pocket park was incorporated into the design, which includes a large bio-retention facility with multiple retention cells cascading into one another.



### Education

B.S. Civil Engineering,  
University of Florida (2012)

### Registrations

Professional Engineer,  
Florida License #PE88516

Florida Engineering Society  
National Society of Professional  
Engineers

National Home Builder's  
Association

Builder's Association of North  
Central Florida



# Troy Wright, PSM

## Director of Surveying

Mr. Wright has extensive and diversified experience that includes digital imaging and mapping, geodesy, GIS, GPS, photogrammetry, land tenure and cadastral studies, Lidar, and remote sensing. He provides hydrographic, ALTA, full topographic, and boundary surveys, sub-surface utility locating, and construction layout and has served in the full spectrum of survey positions: as a rod person, instrument operator, crew chief, and has performed data processing using AutoCAD, Microstation, CAiCE, Cyclone, Trimble Business Center, and GeoPAK. Mr. Wright has experience and knowledge in both Leica and Trimble operating systems, various types of equipment, and Processing software.



### Project Experience

#### **Tara Forest CDD** *Alachua, FL*

Surveyed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the boundary survey and plat, for the petition to create the CDD with the City of Alachua.

#### **Town of Tioga** *Tioga, FL*

Serves as the Principal Surveyor for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is surveying a 216.12 acre southeastern expansion of the planned development.

#### **City of Alachua Plan Review Services** *Alachua, FL*

JBPro has provided the City of Alachua with third-party surveying review of plat submittals since 2014. JBPro has completed 51 total reviews and 23 major site plan reviews in the last two years. The plans are reviewed to ensure regulations of the City are met and the surveying or plat design complies with local and state standards.

#### **UF-642 SW Transportation Improvements** *Gainesville, FL*

This project involves a full redesign of several major transportation corridors, the undergrounding of extensive overhead electric distribution networks, and the design and installation of two new roundabouts at congested intersections on the UF campus.

#### **St. Anne Early Learning Center** *Gainesville, FL*

The learning center was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The site was surveyed by JBPro to prepare for wetland impacts, master stormwater management, utility infrastructure, and shared parking.

### Education

B.S. Geomatics Engineering,  
Florida Atlantic University (2011)

Certificate of Completion, Un-  
derground Utility Designation  
Staking University, 2014

MOT Certified – FDOT, 2015

Trimble Training – 2011 to 2015

### Certifications

Professional Surveyor & Mapper,  
License #LS7210



# Statement on Company Engineering Licensure

As of October 1, 2019, the Florida Board of Professional Engineers instated new rules affecting Certificates of Authorization for all engineering firms in Florida. The new law changes Section 471.023, Florida Statutes. It replaces the existing Certificate of Authorization for engineering firms with a registry. Engineering firms will no longer be required to apply for a Certificate of Authorization and pay a fee. Instead, firms must register their business with the Board and be qualified by a Professional Engineer licensed in Florida. The Professional Engineer licenses on the following page serve as registration for JBPro to practice engineering.




# Employee Engineering Licenses





# LEED GA Certifications

	<p>GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT</p> <p><b>Christopher Potts</b></p> <p>HAS ATTAINED THE DESIGNATION OF</p> <p><b>LEED® Green Associate™</b></p> <p>by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED green building program.</p> <p><i>Makeesh Ramaniyan</i></p> <p><small>MAKEESH RAMANUJAM PRESIDENT &amp; CEO, U.S. GREEN BUILDING COUNCIL PRESIDENT &amp; CEO, GREEN BUSINESS CERTIFICATION INC.</small></p>
<p><b>11381297-GREEN-ASSOCIATE</b></p> <p><small>CREDENTIAL ID</small></p> <p><b>07 SEP 2020</b></p> <p><small>ISSUED</small></p> <p><b>06 SEP 2022</b></p> <p><small>VALID THROUGH</small></p>	

	<p>GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT</p> <p><b>Timothy Boehlein</b></p> <p>HAS ATTAINED THE DESIGNATION OF</p> <p><b>LEED® Green Associate™</b></p> <p>by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED green building program.</p> <p><i>Makeesh Ramaniyan</i></p> <p><small>MAKEESH RAMANUJAM PRESIDENT &amp; CEO, U.S. GREEN BUILDING COUNCIL PRESIDENT &amp; CEO, GREEN BUSINESS CERTIFICATION INC.</small></p>
<p><b>11377854-GREEN-ASSOCIATE</b></p> <p><small>CREDENTIAL ID</small></p> <p><b>14 JUL 2020</b></p> <p><small>ISSUED</small></p> <p><b>13 JUL 2022</b></p> <p><small>VALID THROUGH</small></p>	



# Company & Employee Surveying Licenses



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

February 27, 2021

TROY V WRIGHT  
3530 NW 43RD ST  
GAINESVILLE, FL 32606-6104

SUBJECT: Professional Surveyor and Mapper License # LS7210

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/pdm](http://www.800helpfla.com/pdm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.



Florida Department of Agriculture and Consumer Services  
Board of Professional Surveyors and Mappers

LS7210

Professional Surveyor and Mapper  
TROY V WRIGHT

IS LICENSED under the provisions of Ch. 472 FS.  
Expiration date: February 28, 2023

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LS7210

Expiration Date: February 28, 2023

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

TROY V WRIGHT  
3530 NW 43RD ST  
GAINESVILLE, FL 32606-6104

*Nicole Fried*

NICOLE 'NIKKI' FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500  
800HELPFLA(435-7352) or (850) 488-2221

March 2, 2021

JBROWN PROFESSIONAL GROUP INC.  
3530 NW 43RD ST  
GAINESVILLE, FL 32606-6104

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8031

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at [www.800helpfla.com/pdm](http://www.800helpfla.com/pdm) to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LB8031

Expiration Date: February 28, 2023

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

JBROWN PROFESSIONAL GROUP INC.  
3530 NW 43RD ST  
GAINESVILLE, FL 32606-6104

*Nicole Fried*

NICOLE 'NIKKI' FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





**JBP**ro

**04**

# Project Experience



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



# CDD & Public Project Experience

## Experience with Continuing Services Contracts

All current and previous JBPro continuing services contract agencies are provided in the list below.

Alachua County  
Alachua County School Board\*  
City of Alachua  
City of Gainesville  
City of Gainesville Community Reinvestment Area  
City of Gainesville Wild Spaces and Public Places  
City of Jacksonville Beach  
Clay County School District  
Gainesville Regional Utilities (GRU)  
Jacksonville Electric Authority (JEA)  
Levy County  
Santa Fe Community College\*  
State of Florida Dept. of Military Affairs  
University of Florida

\* as sub-consultant



A true partner on  
**every project.**

## CDD Experience

In addition to our general experience with public continuing services clients, JBPro has also worked specifically with Community Development Districts and other special purpose districts. Notably, we have worked with the following districts:

**The Villages CDDs (17 total districts)**  
**Seminole Improvement District**  
**Tara Forest CDD**  
**Tara Oaks CDD**

Having served as the District Engineer for the most significant network of CDDs in the state of Florida, JBPro staff is uniquely prepared to handle the needs of the Rolling Hills Community Development District. Director of Engineering, Chris Potts, PE, and JBPro have collectively completed projects for exactly twenty (20) community development or special purpose government districts, which have included design projects for public infrastructure, commercial centers, and, of course, numerous 1,000+ home single- and multi-family developments.

Besides work on CDDs, JBPro has worked on several notably public and private projects, including planned developments, roadway projects, and high-profile recreation projects. Please see our detailed project portfolio, on the following pages.





# The Villages CDDs



## Project Information

**Project Location:**

The Villages, FL

**Design Completion Date:**

Ongoing

**Construction Completion Date:**

Ongoing

**Construction Cost:**

>\$1,000,000,000

## Overview

**Description:** JBPro staff served as District Engineer for all 17 of the special purpose districts in The Villages, which covers 32 square miles, approximately 17,000 acres, and over 55,000 residential units. The districts construct and maintain a number of types of public infrastructure including water, sewer, drainage, irrigation, water management, parks, recreation facilities, golf courses, and roadways. The districts also own and operate more than 100 recreation centers within The Villages. As District Engineer, the duties included design and permitting of utility, roadway, recreation, and stormwater management infrastructure improvements. The total improvements of the development were estimated to be more than a billion dollars.

**Relevance:** With this experience, working on the largest collection of special purpose districts in the state of Florida, JBPro staff is well-equipped to manage any CDD as a district engineer. The experience on this project, whether it be public infrastructure, commercial, or residential design, has directly prepared JBPro to serve as the District Engineer for the Rolling Hills Community Development District. JBPro can complete any part of the Rolling Hills CDD scope with design and project management excellence. Our staff has the experience to prove it.

## Project Owner's Information

**Owner:** The Villages

**Address:** 984 Old Mill Run

The Villages, FL 32162

**Contact:** Richard Baier, District Manager

**Phone:** (352) 751-3939

**Email:** richard.baier@districtgov.org



# Tara Forest CDD



## Project Information

**Project Location:**

Tara Forest CDD (Alachua, FL)

**Design Completion Date:**

Ongoing

**Construction Completion Date:**

Ongoing

**Construction Cost:**

>\$48,000,000

## Overview

**Description:** JBPro is the design engineer of the Tara Forest developments which include Tara Forest East, Tara Baywood, Tara Forest West, and Tara Phoenicia, totaling approximately 380 acres. The Tara Forest CDD will be comprised of 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. JBPro coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua. The total estimated construction cost of the infrastructure improvements is over \$48 million dollars. JBPro is currently permitting the first phases of the CDD with the City of Alachua and obtaining all necessary site permits for construction of the site infrastructure improvement.

**Relevance:** Another large-scale mixed-use development, the Tara Forest CDD project further demonstrates the capability of JBPro to design and permit the types of projects that the Rolling Hills CDD would be completing. In addition, this project shows JBPro's experience in setting up CDDs and navigating the local political climate that affects them. JBPro is prepared to help the Rolling Hills CDD as a consultant on the legalities of CDD communities and as a design partner for future projects.

## Project Owner's Information

**Owner:** Tara Forest, LLC

**Address:** 7717 NW 20th Ln

Gainesville, FL 32605

**Contact:** Sayed Moukhtara

**Phone:** (352) 278-5317

**Email:** sayed@moukhtara.com



# Seminole Improvement District



## Project Information

## Project Location

### Seminole Improvement District (Westlake, FL)

## Design Completion Date:

Ongoing

### Construction Completion Date

Ongoing

### Construction Cost

>\$200,000,000

## Overview

**Description:** JBPro staff served as the District Engineer for the Seminole Improvement District (SID), which is an independent special purpose government authorized by Chapter 189 of Florida Statutes that was formed in 1970. SID was formerly known as Seminole Water Control District and consists of approximately 4,000 acres of land. SID is empowered to construct and maintain a number of types of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roadways and/or related activities for the Minto West Development by Minto Communities and the City of Westlake. As District Engineer, the duties included plan review for SID and design and permitting of utility, roadway, stormwater management design and permitting. Several roadway projects were designed, permitted and constructed for the SID, master planning the utility system, development of a Water Control Plan, preparation of an engineer's report for bonding. SID was incorporated into a city, the City of Westlake. During the incorporation process, the District Engineer was tasked with developing the land development code for the city. The total improvements of the development were estimated over \$200 million dollars.

**Relevance:** The experience of JBPro staff on this project will set us up perfectly for the demands of being the district engineer for the Rolling Hills Community Development District. The range of projects, from stormwater improvements to parks and recreation projects, are likely very similar to the project requirements Rolling Hills will have, and the experience with the incorporation process has prepared JBPro staff to handle special assignments for a CDD that may be out of the scope of a normal engagement with a district engineer. JBPro is prepared for all facets of serving as the district engineer for the Rolling Hills CDD.

## Project Owner's Information

**Owner:** Seminole Improvement District

**Address:** 210 N University Dr

Coral Springs, FL 33071

**Contact:** Scott Massey, President

**Phone:** (561) 790-1742

**Email:** [smassey@sidistrict.com](mailto:smassey@sidistrict.com)



# Town of Tioga



## Project Information

**Project Location**

Tioga, FL

**Design Completion Date:**

Ongoing

**Construction Completion Date**

Ongoing

**Construction Cost**

>\$66,000,000

## Description

**Overview:** The Town of Tioga is a major planned development neighborhood and town center in Tioga, Florida. It currently consists of a seven-phase town center and a 21-phase single-family subdivision, but the development is continuing to grow in both its commercial and residential facets. JBPro has been the engineer of record for the entire development and has been an integral part of bringing the development to what it is today. JBPro is currently completing a boundary and topographic survey of 216.12 acres that will serve as a southeast expansion for the development, adding several more years of development opportunities for the owner.

**Relevance:** While not a formal CDD, the Town of Tioga planned development project requires many of the same skills and experiences that will enable JBPro to be very successful with the Rolling Hills Community Development District. The long-term engagement on the project and the mixed-use nature of the development are both similar to the requirements of a CDD. JBPro would draw heavily on its experience with the Town of Tioga while serving the Rolling Hills CCD.

## Project Owner’s Information

**Owner:** Town of Tioga, LLC

**Address:** 104 SW 131st Street  
Tioga, FL 32669

**Contact:** Luis Diaz, Owner

**Phone:** (352) 331-6220

**Email:** diaz@townoftioga.com



# Tara Oaks CDD



## Project Information

### Project Location:

Tara Oaks CDD (Leesburg, FL)

### Design Completion Date:

Ongoing

### Construction Completion Date:

Ongoing

### Construction Cost:

~\$36,000,000

## Overview

**Description:** JBPro was requested by the owner to participate as a Board Member of the CDD. As a Board Member, JBPro participated in the initial board meetings and voting for the creation, budgets, bonding, and Engineer's Report. The development consists of 1,200 homesites near Leesburg, Florida. JBPro serves in a consulting role that is influential in the direction of the development district as far as master planning and site engineering.

**Relevance:** As a board member for the Tara Oaks CDD, JBPro is heavily involved in all aspects of the CDD, giving us valuable experience that is directly applicable to our anticipated scope of services for the Rolling Hills Community Development District. The 1,200 home development is significant enough that our experience on this project can transfer to a CDD of any size and with a wide range of project requirements.

## Project Owner's Information

**Owner:** Tara Oaks, LLC

**Address:** 7717 NW 20th Ln

Gainesville, FL 32605

**Contact:** Sayed Moukhtara

**Phone:** (352) 278-5317

**Email:** sayed@moukhtara.com



# Depot Park



## Project Information

**Project Location:**

Gainesville, FL

**Design Completion Date:**

October 2015

**Construction Completion Date:**

September 2016

**Construction Cost:**

\$4,500,000

## Overview

**Description:** Depot Park is the City of Gainesville's groundbreaking "Central Park" project to revitalize a 33-acre brownfield reclamation area, and turn it into the downtown's premier multi-use recreational park. The project required substantial environmental remediation efforts to create a project liner over previously contaminated soils that were remediated. The design of Depot Park included a regional stormwater park with promenade, a rails to trails multi-use paved path, a modern boundless playground with splash pad, a large picnic pavilion, a public restroom building, walking trails, landscaping, lighting, and a grassed viewing area with stage facilities. JBPro was the prime design consultant coordinating the design efforts of the sub-consultant team, and designing all of the site layout, hardscape, site grading and drainage, and utility infrastructure.

**Relevance:** JBPro successfully transformed this brownfield reclamation area into an iconic and highly-regarded recreational park for the City of Gainesville. JBPro gained tremendous experience in leadership and coordination, which would be the benefit of the Rolling Hills CDD. JBPro is capable of providing any park or recreation design services to the Rolling Hills CDD.

## Project Owner's Information

**Owner:** City of Gainesville**Address:** 2153 SE Hawthorne Rd., Suite 223  
Gainesville, FL 32641**Contact:** Sarah Vidal**Phone:** (352) 393-8203**Email:** vidalsc@cityofgainesville.org



# City of Alachua Plan Review Services



## Project Information

**Project Location:**

Various (Alachua, FL)

**Design Completion Date:**

N/A

**Construction Completion Date:**

N/A

**Construction Cost:**

N/A

## Overview

**Description:** JBPro has provided the City of Alachua with third-party engineering review of site plan submittals since 2014. JBPro has completed 51 total reviews and 23 major site plan reviews in the last two years. The plans are reviewed to ensure the land development regulations of the City are met and the engineering or plat design complies with local and state standards. JBPro meets or exceeds the City's strict review time frame for each review.

**Relevance:** Plan review services are a critical part of the scope of services for the Rolling Hills Community Development District. Similar to this continuing services engagement with the City of Alachua, engineering plan review services could be offered to the Rolling Hills CDD by JBPro. To highlight our time-sensitive and budget-conscious approach on these specific types of projects, please see the additional sections below.

**Project Scheduling Approach:** Upon receipt of the site plan submittal, a JBPro Staff Engineer performs a review of the entire project within 3 working days. After the initial review, a meeting is held with a JBPro Project Manager to discuss comments. Any additional comments and design suggestions are compiled within the next 7 working days. A complete review is returned to the City within 10 working days.

**QA/QC Approach:** An initial review of the project is conducted by a JBPro Staff Engineer. If necessary, the Staff Engineer may reach out to the Design Engineer for the project to discuss the design intent in order to achieve a better overall understanding of the project. Once the Staff Engineer has finished their review, they discuss any suggested revisions or comments to be provided with a JBPro Project Manager. After the discussion and review with the Project Manager, the project is returned to the City of Alachua with all applicable comments and suggestions.

## Project Owner's Information

**Owner:** City of Alachua**Address:** 15100 NW 142nd Ter  
Alachua, FL 32615**Contact:** Katherine Winburn**Phone:** (386) 418-6100**Email:** kwinburn@cityofalachua.org



# UF-642 - SW Campus Transportation Improvements



## Project Information

**Project Location:**

Gainesville, FL

**Design Completion Date:**

December 2019

**Construction Completion Date:**

2022 (proj.)

**Construction Cost:**

\$12,000,000

## Overview

**Description:** Design of a new roundabout to better distribute traffic flow at the busy intersection of Radio Rd. & Museum Drive on the UF main campus. The project involved extensive utility coordination due to multiple historical utility lines of all types that crossed the project limits. A large double barrel box culvert was designed to provide a major new stormwater discharge for Lake Alice to bypass Museum Road in major storm events without overtopping. SJRWMD ERP Permitting provided.

**Relevance:** This project was a major roadway improvement that was utilized to install a roundabout in lieu of a traffic signal or other major turn lane improvements. It will move vehicles from all four directions very efficiently. Additionally, it included the design of a major box culvert drainage structure. These type of facilities and improvements could definitely be required in various locations within the Rolling Hills CDD. JBPro is more than capable of providing any transportation or streetscape design services to the CCD, whether for functional traffic flow improvements or for beautification projects.

## Project Owner's Information

**Owner:** University of Florida**Address:** 405 NW 39th Ave

Gainesville, FL

**Contact:** Stuart Cullen, PE**Phone:** (352) 273-4030**Email:** stuartcullen@ufl.edu



# St. Anne's Early Learning Center



## Project Information

**Project Location:**

Gainesville, FL

**Design Completion Date:**

April 2019

**Construction Completion Date:**

June 2020

**Construction Cost:**

\$6,500,000

## Overview

**Description:** The Diocese of St Augustine hired JBPro to split off a 5.0-acre commercial property from the Holy Faith church campus to create a new preschool educational facility adjacent to W. Newberry Rd. (SR 26). The project originally named the Gainesville Early Learning Center was renamed St. Anne Early Learning Center. The learning center building was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The school was designed to accommodate 260 students. The site was master planned by JBPro including wetland impacts, master stormwater management and utility infrastructure, shared parking, and State Rd. 26 turn lane roadway improvements.

**Relevance:** This project was a new educational facility for up to 260 infants and preschool students. The site was designed with outdoor play areas, screening and fencing safety measures, a vehicular drop-off, and stormwater, utility, paving, and grading improvements typical of most school sites. It could be very similar to a daycare project required in a significant CDD like Rolling Hills that has many residents that will require child services.

## Project Owner's Information

**Owner:** Diocese of St. Augustine

**Address:** 4300 Newberry Rd.  
Gainesville, FL 32641

**Contact:** Lester Del Rosario

**Phone:** (904) 262-3200

**Email:** wldelrosario@dosafll.com



# SW 9th Street



## Project Information

**Project Location:**

Gainesville, FL

**Design Completion Date:**

July 2013

**Construction Completion Date:**

June 2014

**Construction Cost:**

\$2,400,000

## Description

**Overview:** This project, performed for the City of Gainesville Community Redevelopment Agency, was a key part of the redevelopment of the former Alachua General Hospital (AGH) site and surrounding properties into the Innovation Hub and Innovation Square, which is a 12-block urban mixed-use research district that integrates new development into the existing urban fabric.

SW 9th Street was envisioned as a “green” road, using the latest in urban design concepts to provide a pedestrian-friendly space acting as a north-south spine in Innovation Square. Both the roadway and pedestrian facilities were designed with multi-colored concrete, and cascading bio-retention stormwater cells were designed along the west side of the road to provide stormwater treatment utilizing the latest in low-impact development concepts.

A new pocket park was also incorporated into the design, which includes a large bio-retention facility with multiple retention cells cascading into one another. The project included roadway design, drainage design, utility accommodation, electrical and lighting design, and significant landscape and hardscape design.

**Relevance:** Every public entity needs a design consultant that can handle roadway projects like the SW 9th Street project in Gainesville. Being an APWA National Roadway Project of the Year (Less than \$5M), this project demonstrates JBPro's capability and standard of excellence that it would provide the Rolling Hills CDD on roadway projects like this one.

## Project Owner's Information

**Owner:** City of Gainesville**Address:** 2153 SE Hawthorne Rd., Suite 223  
Gainesville, FL 32641**Contact:** Sarah Vidal**Phone:** (352) 393-8203**Email:** [vidalsc@cityofgainesville.org](mailto:vidalsc@cityofgainesville.org)



**JBPro**

**05**

# Budget & Timeline



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



# Project Prioritization

## Continuing Services Perspective

JBPro places top priority on all of our continuing services contracts or district engineering work. We do not try to serve too many organizations, and, as a result, we provide a very high level of attention to our continuing contract clients. We value these clients at the very top of our project workload and this is the key to our success with this type of work. By making these project assignments a top priority, we are able to pay particular attention to the timelines and budgets for these projects. We establish internal protocols to make sure every project team member is extremely informed and keenly aware of our client's goals and objectives for their projects.

## Project Workload

Currently, JBPro staff has approximately 76% of current staff allocated to existing projects when factoring in long-term average overtime capacity. Again, when factoring in overtime, only 58% percent of JBPro hours are allocated in our two months projection. This means JBPro is able to take on project assignments right away from the Rolling Hills CDD with about one quarter of our capacity. For large scale projects, JBPro has the ability to allocate about half of staff capacity to the CDD with sufficient notice. With the size of our firm, the 42% capacity that is available to serve Rolling Hills will more than exceed the anticipated project demands the CDD will have. JBPro comfortably serves our prioritized public clients without any delays in schedule and without any sacrifice regarding our standards of excellence and best practice value engineering.

## Schedule & Budget

Following schedule and budget, of course, depends on upfront communication with the client during project development. JBPro makes sure that we are as clear as possible with all of our clients on scope, schedule, and budget, no matter how large or small a project. On large-scale projects, we realize the impact of minor cost-saving design practices and emphasize these at all levels of our design team, and, on smaller projects, we realize that budgets are tight and that they make or break these types of limited-funding projects. As for schedules, we work on a variety of projects that are entirely schedule dependent. Our work for schools and universities are a perfect example of this. While hold continuing services contracts with Alachua County Public Schools, Clay County Public Schools, the University of Florida, and Santa Fe College. For the majority of educational projects, timelines drive everything as projects must be completed in a three-month summer break when students are away from campus. Not only do designs have to be completed and approved before the summers, but contractors have to be selected and construction must be facilitated as quickly as possible while ensuring all aspects of the project are built right. JBPro knows how to follow schedules and we know how to follow budgets. Obviously, we meet beforehand to clarify budget and schedule and then monitor those aspects of the project throughout, but we also believe very strongly that general best practices and design excellence are the best way to finish projects quickly and cost-effectively.

**We complete designs correctly the first time, removing the need for lengthy redesign cycles and post-bid value engineering. Our ten keys to maintaining project budgets and schedules might not be direct monitoring, but they are preventative measures to make sure our work product holds up in high-speed and cost-conscious project environments. Please see the ten elements on the next page.**





# Project Approach

## Ten Keys to Maintaining Schedule & Budget

- 01** We **respond immediately** to project task assignment requests. Initial client contact is desired within an hour of a first request, but always within 24 hours or less.
- 02** We **listen carefully** to the details of our client's project and make sure we fully understand the project objectives and goals, especially as it relates to required schedule and budget.
- 03** We **research the project fully** and excessively, as necessary, to completely understand the project needs and to best understand the design and permitting objectives.
- 04** Based on our client's needs and our project research, we **prepare a proposal** that includes a detailed scope of services and fee proposal. This is provided to our client no more than one week after first contact. We work with our client during the proposal process to make sure they are satisfied with the proposed work scope and fees, and are always willing to make adjustments to meet the needs of our client.
- 05** The **best JBPro design team will be assigned to the project** based on the specific project needs. This will include a designated Project Manager and other engineering design team members as needed to meet the project design and scheduling demands. The Principal Engineer and/or the Engineering Director will always be involved in any engineering project assignment and will provide complete project oversight throughout the project.
- 06** The **design team never changes** on a project, staying consistent throughout the project lifecycle. Every team member is fully aware of the design and permitting status and virtually all communication. This is critical and assures that all JBPro team members are available to answer any client question or address any requests. All members of the project team are experienced professionals.





# Project Approach

## Ten Keys to Maintaining Schedule & Budget

**07** JBPro utilizes a [Project Management Platform \(Wrike\)](#) to assign and organize all tasks required for each project. It is managed daily by the project manager to enable a complete record of project tasks assigned, due dates, and completion dates. This ensures all team members are aware of their personal assignments and expectations for the project throughout the life of the project.

**08** [Complete detailed schedules](#) are developed for each project. The schedules are developed within Wrike to make sure all tasks are assigned and scheduled to address the overall project schedule. When project issues arise, adjustments are made within the overall project schedule to keep the project on a path toward an on-time completion.

**09** [Weekly status reports and regularly scheduled meetings](#) with the client's project manager are imperative to a smooth project outcome. These consistent, organized, and scheduled contacts are a vital part of a typical JBPro project. Constant communication via emails, phone calls, in-person meetings, and virtual meetings keeps the entire project team up to date on all aspects and decisions affecting the project. [Project Schedules and Budgets are monitored](#) in these meetings to stay focused on these critical project objectives throughout the entire project timeframe.

**10** Our most experienced engineers provide [QA/QC oversight for all of our projects](#) as a foundation of our QA/QC plan for each project. The oversight consists of a detailed review provided by our Principal Engineer or Engineering Director, who together have over 45 years of engineering design experience. We pride ourselves in preparing the highest quality construction documents, believing it to be the foundation of JBPro's success and our distinct calling card. One of the ways this is achieved is by employing excellent engineering team members who truly care about doing great work for our clients. Additionally, the QA/QC oversight provided on all submittal documents by our most experienced professional staff is a routine part of our work flow. We believe this approach has helped us achieve a reputation of preparing excellent work within our industry.

[By implementing the above ten items on a regular recurring basis, we are fortunate to achieve very successful project outcomes, including strict conformance to budget and schedule. These key project components are possible by having a great staff, communicating well with each other and our clients, and providing excellent design and permitting work. We truly believe we excel in these areas, and it has been a key to our success and growth over the last 26 years.](#)







**JBP<sup>ro</sup>**

**06**

# Standard Form 330



**31**

Professional  
Employees



**501**

Clients  
Satisfied



**2,029**

Contracts  
Completed



**26**

Years of  
Experience



## ARCHITECT-ENGINEER QUALIFICATIONS

### PART I - CONTRACT-SPECIFIC QUALIFICATIONS

#### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for Engineering Services for the Bridgewater North Development District (St. Johns County, FL)

2. PUBLIC NOTICE DATE

08/23/2021

3. SOLICITATION OR PROJECT NUMBER

N/A

#### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Christopher Potts, PE, Director of Civil Engineering

5. NAME OF FIRM

JBrown Professional Group Inc. (JBPro)

6. TELEPHONE NUMBER

(904) 789-8999

7. FAX NUMBER

(352) 375-0833

8. E-MAIL ADDRESS

chris.potts@jbpro.com

#### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>				JBPro  <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	4420 US-1 S, Suite 1 St. Augustine, FL 32086	Civil Engineering & Surveying Firm
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

#### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Christopher Potts, PE	Director of Civil Engineering	14	2

15. FIRM NAME AND LOCATION *(City and State)*

JBrown Professional Group (JBPro) / Gainesville, FL

16. EDUCATION *(Degree and Specialization)*

B.S. Civil Engineering - University of Florida (2007)

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Professional Engineer - Florida PE73842

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

LEED Green Associate

American Society of Civil Engineers

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
The Villages CDDs / The Villages, FL		Ongoing	Ongoing
<b>a.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Served as District Engineer for all 17 of the special purpose districts in The Villages, which covers 32 square miles, approximately 17,000 acres, and over 55,000 residential units. The districts construct and maintain a number of types of public infrastructure including water, sewer, drainage, irrigation, parks, and recreation facilities. <b>Construction Cost:</b> >\$1,000,000,000 <b>Role:</b> District Engineer			
Tara Forest CDD / Alachua, FL		Ongoing	Ongoing
<b>b.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua. <b>Construction Cost:</b> >\$48,000,000 <b>Role:</b> District Engineer			
Seminole Improvement District / Westlake, FL		Ongoing	Ongoing
<b>c.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Served as District Engineer for the Seminole Improvement District (SID). Oversaw construction and maintenance of a number of types of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, and roadways. <b>Construction Cost:</b> >\$200,000,000 <b>Role:</b> District Engineer			
Town of Tioga / Tioga, FL		Ongoing	Ongoing
<b>d.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Serves as the project manager for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is master planning a 216.12 acre southeastern expansion of the planned development. <b>Construction Cost:</b> >\$66,000,000 <b>Role:</b> Project Manager			
Tara Oaks CDD / Leesburg, FL		Ongoing	Ongoing
<b>e.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> As a Board Member, JBPro participated in the initial board meetings and voting for the creation, budgets, bonding, and Engineer's Report. The development consists of 1,200 homesites near Leesburg, Florida. <b>Construction Cost:</b> >\$36,000,000 <b>Role:</b> District Board Member			



### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Anthony J. "Jay" Brown Jr., PE	Principal Engineer	a. TOTAL 35	b. WITH CURRENT FIRM 26
15. FIRM NAME AND LOCATION (City and State) JBrown Professional Group (JBPro) / Gainesville & St. Augustine, FL			
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering - University of Florida (1986) Post-Baccalaureate Studies in Civil Engineering - University of Florida (1987)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - Florida 43879	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers Builder's Association of North Central Florida, Board of Directors			

### 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Tara Forest CDD / Alachua, FL	Ongoing	Ongoing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua. <b>Construction Cost:</b> >\$48,000,000 <b>Role:</b> Principal District Engineer		
Town of Tioga / Tioga, FL	Ongoing	Ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Serves as the project manager for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is master planning a 216.12 acre southeastern expansion of the planned development. <b>Construction Cost:</b> >\$66,000,000 <b>Role:</b> Principal Engineer		
Depot Park / Gainesville, FL	2015	2016
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project required significant environmental remediation efforts to turn a 33-acre brownfield reclamation area into downtown Gainesville's premier multi-use recreational park. The design included a stormwater park with promenade, paved paths, pavilions, playgrounds, a splash pad, and stage facilities. <b>Construction Cost:</b> \$4,500,000 <b>Role:</b> Principal Engineer		
City of Alachua Plan Review Services / Alachua, FL	Ongoing	Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> JBPro has provided the City of Alachua with third-party engineering review of site plan submittals since 2014. JBPro has completed 51 total reviews and 23 major site plan reviews in the last two years. The plans are reviewed to ensure the land development regulations of the City are met and the engineering or plat design complies with local and state standards. <b>Construction Cost:</b> N/A <b>Role:</b> Principal Engineer		
SW 9th Street / Gainesville, FL	2014	2014
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project was designed as a "green" road, using the latest in urban design concepts to provide a pedestrian-friendly space. A new pocket park was incorporated into the design, which includes a large bio-retention facility with multiple retention cells cascading into one another. <b>Construction Cost:</b> \$2,400,000 <b>Role:</b> Principal Engineer		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Logan Peters, PE	Project Manager	9	8

15. FIRM NAME AND LOCATION (City and State)  
JBrown Professional Group (JBPro) / Gainesville, FL

16. EDUCATION (Degree and Specialization)

B.S. Civil Engineering - University of Florida (2012)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Professional Engineer - Florida PE88516

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Florida Engineering Society  
National Home Builder's Association

National Society of Professional Engineers  
Builder's Association of North Central Florida

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Tara Forest CDD / Alachua, FL	Ongoing	Ongoing
<b>a.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Designed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua. <b>Construction Cost:</b> >\$48,000,000 <b>Role:</b> Project Manager		
Depot Park / Gainesville, FL	2015	2016
<b>b.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project required significant environmental remediation efforts to turn a 33-acre brownfield reclamation area into downtown Gainesville's premier multi-use recreational park. The design included a stormwater park with promenade, paved paths, pavilions, playgrounds, a splash pad, and stage facilities. <b>Construction Cost:</b> \$4,500,000 <b>Role:</b> Design Engineer		
UF-642 SW Campus Transportation Improvements / University of Florida, Gainesville, FL	2019	2022 (proj.)
<b>c.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project involves a full redesign of several major transportation corridors, the undergrounding of extensive overhead electric distribution networks, and the design and installation of two new roundabouts at congested intersections on the UF campus. <b>Construction Cost:</b> \$12,000,000 <b>Role:</b> Co-Project Manager		
St. Anne Early Learning Center / Gainesville, FL	2019	2020
<b>d.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> The learning center building was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The school was designed to accommodate 260 students. The site was master planned by JBPro including wetland impacts, master stormwater management and utility infrastructure, and shared parking. <b>Construction Cost:</b> \$6,500,000 <b>Role:</b> Project Manager		
SW 9th Street - Innovation District Roadway, Gainesville, FL	2014	2014
<b>e.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project was designed as a "green" road, using the latest in urban design concepts to provide a pedestrian-friendly space. A new pocket park was incorporated into the design, which includes a large bio-retention facility with multiple retention cells cascading into one another. <b>Construction Cost:</b> \$2,400,000 <b>Role:</b> Design Engineer		



### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Troy Wright, PSM	Principal Surveyor	10	4

#### 15. FIRM NAME AND LOCATION (City and State)

JBrown Professional Group (JBPro) / Gainesville & St. Augustine, FL

#### 16. EDUCATION (Degree and Specialization)

B.S. Geomatics Engineering - Florida Atlantic University (2011)

#### 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Professional Surveyor & Mapper - Florida LS7210

#### 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Certificate of Completion, Underground Utility Designation - Staking University (2014)

MOT Certified - FDOT (2015)

### 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Tara Forest CDD / Alachua, FL	Ongoing	Ongoing
	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Surveyed 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. Coordinated with the owner on preparing the boundary survey, plat, and the supporting documents for the petition to create the CDD with the City of Alachua. <b>Construction Cost:</b> >\$48,000,000 <b>Role:</b> Principal Surveyor		
b.	Town of Tioga / Tioga, FL	Ongoing	Ongoing
	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> Serves as the Principal Surveyor for a major planned development neighborhood and town center that currently consists of a seven-phase town center and a 21-phase single-family subdivision. Currently, JBPro is surveying a 216.12 acre southeastern expansion of the planned development. <b>Construction Cost:</b> >\$66,000,000 <b>Role:</b> Principal Surveyor		
c.	City of Alachua Plan Review Services / Alachua, FL	Ongoing	Ongoing
	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> JBPro has provided the City of Alachua with third-party surveying review of plat submittals since 2014. JBPro has completed 51 total reviews and 23 major plan reviews in the last two years. The plans are reviewed to ensure the land development regulations of the City are met and the surveying or plat design complies with local and state standards. <b>Construction Cost:</b> N/A <b>Role:</b> Principal Surveyor		
d.	UF-642 SW Campus Transportation Improvements / University of Florida, Gainesville, FL	2019	2022 (proj.)
	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> This project involves a full redesign of several major transportation corridors, the undergrounding of extensive overhead electric distribution networks, and the design and installation of two new roundabouts at congested intersections on the UF campus. <b>Construction Cost:</b> \$12,000,000 <b>Role:</b> Principal Surveyor		
e.	St. Anne Early Learning Center / Gainesville, FL	2019	2020
	<b>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</b> <input checked="" type="checkbox"/> Check if project performed with current firm <b>Scope:</b> The learning center building was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The school was designed to accommodate 260 students. The site was surveyed by JBPro to prepare for wetland impacts, master stormwater management, utility infrastructure, and shared parking. <b>Construction Cost:</b> \$6,500,000 <b>Role:</b> Principal Surveyor		



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT***(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

01

21. TITLE AND LOCATION *(City and State)*

The Villages Community Development Districts, The Villages, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
OngoingCONSTRUCTION *(If applicable)*  
Ongoing**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

The Villages

b. POINT OF CONTACT NAME

Richard Baier

c. POINT OF CONTACT TELEPHONE NUMBER

352-751-3939

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** JBPro staff served as District Engineer for all 17 of the special purpose districts in The Villages, which covers 32 square miles, approximately 17,000 acres, and over 55,000 residential units. The districts construct and maintain a number of types of public infrastructure including water, sewer, drainage, irrigation, water management, parks, recreation facilities, golf courses, and roadways. The districts also own and operate more than 100 recreation centers within The Villages. As District Engineer, the duties included design and permitting of utility, roadway, recreation, and stormwater management infrastructure improvements. The total improvements of the development were estimated to be more than a billion dollars.

**Relevance:** With this experience, working on the largest collection of special purpose districts in the state of Florida, JBPro staff is well-equipped to manage any CDD as a district engineer. The experience on this project, whether it be public infrastructure, commercial, or residential design, has directly prepared JBPro to serve as the District Engineer for the Bridgewater North Community Development District. JBPro can complete any part of the Bridgewater North CDD scope with design and project management excellence. Our staff has the experience to prove it.

**Construction Cost:** >\$1,000,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Christopher Potts, PE (Farner, Barley)	Wildwood, Florida	District Engineer
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

02

 21. TITLE AND LOCATION *(City and State)*

Tara Forest CDD, City of Alachua, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

 CONSTRUCTION *(If applicable)*

Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Sayed Moukhtara

b. POINT OF CONTACT NAME

Sayed Moukhtara

c. POINT OF CONTACT TELEPHONE NUMBER

352-278-5317

 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** JBPro is the design engineer of the Tara Forest developments which include Tara Forest East, Tara Baywood, Tara Forest West, and Tara Phoenicia, totaling approximately 380 acres. The Tara Forest CDD will be comprised of 1,200 residential lots and over 44 acres of a mixed-used development with roadway, stormwater management, and utility infrastructure improvements. JBPro coordinated with the owner on preparing the estimated development cost for the engineer's report and the supporting documents for the petition to create the CDD with the City of Alachua. The total estimated construction cost of the infrastructure improvements is over \$48 million dollars. JBPro is currently permitting the first phases of the CDD with the City of Alachua and obtaining all necessary site permits for construction of the site infrastructure improvement.

**Relevance:** Another large-scale mixed-use development, the Tara Forest CDD project further demonstrates the capability of JBPro to design and permit the types of projects that the Bridgewater North CDD would be completing. In addition, this project shows JBPro's experience in setting up CDDs and navigating the local political climate that affects them. JBPro is prepared to help the Bridgewater North CDD as a consultant on the legalities of CDD communities and as a design partner for future projects.

**Construction Cost:** >\$48,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	JBPro	Gainesville, Florida	Engineer of Record for development
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT***(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

03

21. TITLE AND LOCATION *(City and State)*

Seminole Improvement District, City of Westlake, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
OngoingCONSTRUCTION *(If applicable)*  
Ongoing**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Seminole Improvement District

b. POINT OF CONTACT NAME

Scott Massey, President

c. POINT OF CONTACT TELEPHONE NUMBER

561-790-1742

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** Served as District Engineer for the Seminole Improvement District (SID), which is an independent special purpose government authorized by Chapter 189 of Florida Statutes that was formed in 1970. SID was formerly known as Seminole Water Control District and consists of approximately 4,000 acres of land. SID is empowered to construct and maintain a number of types of public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreation facilities, roadways and/or related activities for the Minto West Development by Minto Communities and the City of Westlake. As District Engineer, the duties included plan review for SID and design and permitting of utility, roadway, stormwater management design and permitting. Several roadway projects were designed, permitted and constructed for the SID, master planning the utility system, development of a Water Control Plan, preparation of an engineer's report for bonding. SID was incorporated into a city, the City of Westlake. During the incorporation process, the District Engineer was tasked with developing the land development code for the city. The total improvements of the development were estimated over \$200 million dollars.

**Relevance:** The experience of JBPro staff on this project will set us up perfectly for the demands of being the district engineer for the Bridgewater North Community Development District. The range of projects, from stormwater improvements to parks and recreation projects, are likely very similar to the project requirements Bridgewater North will have, and the experience with the incorporation process has prepared JBPro staff to handle special assignments for a CDD that may be out of the scope of a normal engagement with a district engineer. JBPro is prepared for all facets of serving as the district engineer for the Bridgewater North CDD.

**Construction Cost:** >\$200,000,000**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Christopher Potts, PE (Farner, Barley)	Wildwood, Florida	District Engineer
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 04
21. TITLE AND LOCATION <i>(City and State)</i> Town of Tioga (Newberry, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing (Phase 1 - 2004)
		CONSTRUCTION <i>(If applicable)</i> Ongoing

## 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Dibros Design & Construction	b. POINT OF CONTACT NAME Luis Diaz	c. POINT OF CONTACT TELEPHONE NUMBER (352) 331-6220
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** The Town of Tioga is a major planned development neighborhood and town center in Tioga, Florida. It currently consists of a seven-phase town center and a 21-phase single-family subdivision, but the development is continuing to grow in both its commercial and residential facets. JBPro has been the engineer of record for the entire development and has been an integral part of bringing the development to what it is today. JBPro is currently completing a boundary and topographic survey of 216.12 acres that will serve as a southeast expansion for the development, adding several more years of development opportunities for the owner.

**Relevance:** While not legally a CDD, the Town of Tioga planned development project requires many of the same skills and experiences that will enable JBPro to be very successful with the Bridgewater North Community Development District. The long-term engagement on the project and the mixed-use nature of the development are both similar to the requirements of a CDD. JBPro would draw heavily on its experience with the Town of Tioga while serving the Bridgewater North CCD.

**Construction Cost:** >\$66,000,000

## 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME JBPro	(2) FIRM LOCATION <i>(City and State)</i> Gainesville, FL	(3) ROLE Principal Civil Engineering & Surveying Firm
b.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
c.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
d.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
e.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
f.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

05

21. TITLE AND LOCATION *(City and State)*

Tara Oaks CDD, City of Leesburg, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

## 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Sayed Moukhtara

b. POINT OF CONTACT NAME

Sayed Moukhtara

c. POINT OF CONTACT TELEPHONE NUMBER

352-278-5317

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** JBPro was requested by the owner to participate as a Board Member of the CDD. As a Board Member, JBPro participated in the initial board meetings and voting for the creation, budgets, bonding, and Engineer's Report. The development consists of 1,200 homesites near Leesburg, Florida. JBPro serves in a consulting role that is influential in the direction of the development district as far as master planning and site engineering.

**Relevance:** As a board member for the Tara Oaks CDD, JBPro is heavily involved in all aspects of the CDD, giving us valuable experience that is directly applicable to our anticipated scope of services for the Bridgewater North Community Development District. The 1,200 home development is significant enough that our experience on this project can transfer to a CDD of any size and with a wide range of project requirements.

**Construction Cost:** ~\$36,000,000

## 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	JBPro	Gainesville, Florida	Board Member
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER  06		
21. TITLE AND LOCATION <i>(City and State)</i>  Depot Park / Gainesville, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2015</td> <td>CONSTRUCTION <i>(If applicable)</i> 2016</td> </tr> </table>		PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2016
PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2016			

## 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Gainesville	b. POINT OF CONTACT NAME Sarah Vidal	c. POINT OF CONTACT TELEPHONE NUMBER 352-393-8203
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** Depot Park is the City of Gainesville's groundbreaking "Central Park" project to revitalize a 33-acre brownfield reclamation area, and turn it into the downtown's premier multi-use recreational park. The project required substantial environmental remediation efforts to create a project liner over previously contaminated soils that were remediated. The design of Depot Park included a regional stormwater park with promenade, a rails to trails multi-use paved path, a modern boundless playground with splash pad, a large picnic pavilion, a public restroom building, walking trails, landscaping, lighting, and a grassed viewing area with stage facilities. JBPro was the prime design consultant coordinating the design efforts of the sub-consultant team, and designing all of the site layout, hardscape, site grading and drainage, and utility infrastructure.

**Relevance:** JBPro successfully transformed this brownfield reclamation area into an iconic and highly-regarded recreational park for the City of Gainesville. JBPro gained tremendous experience in leadership and coordination, which would be the benefit of the Bridgewater North CDD. JBPro is capable of providing any park or recreation design services to the Bridgewater North CDD.

**Construction Cost:** \$4,500,000

## 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME JBPro	(2) FIRM LOCATION <i>(City and State)</i> Gainesville, Florida	(3) ROLE Principal Civil Engineering Firm
b.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
c.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
d.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
e.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A
f.	(1) FIRM NAME N/A	(2) FIRM LOCATION <i>(City and State)</i> N/A	(3) ROLE N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

07

21. TITLE AND LOCATION *(City and State)*

City of Alachua Continuing Services (Alachua, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
OngoingCONSTRUCTION *(If applicable)*  
N/A

## 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Alachua

b. POINT OF CONTACT NAME

Katherine Winburn

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 418-6100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** JBPro has provided the City of Alachua with third-party engineering review of site plan submittals since 2014. JBPro has completed 51 total reviews and 23 major site plan reviews in the last two years. The plans are reviewed to ensure the land development regulations of the City are met and the engineering or plat design complies with local and state standards. JBPro meets or exceeds the City's strict review time frame for each review.

**Relevance:** Plan review services are a critical part of the scope of services for the Bridgewater North Community Development District. Similar to this continuing services engagement with the City of Alachua, engineering plan review services could be offered to the Bridgewater North CDD by JBPro. To highlight our time-sensitive and budget-conscious approach on these specific types of projects, please see the additional sections below.

**Project Scheduling Approach:** Upon receipt of the site plan submittal, a JBPro Staff Engineer performs a review of the entire project within 3 working days. After the initial review, a meeting is held with a JBPro Project Manager to discuss comments. Any additional comments and design suggestions are compiled within the next 7 working days. A complete review is returned to the City within 10 working days.

**QA/QC Approach:** An initial review of the project is conducted by a JBPro Staff Engineer. If necessary, the Staff Engineer may reach out to the Design Engineer for the project to discuss the design intent in order to achieve a better overall understanding of the project. Once the Staff Engineer has finished their review, they discuss any suggested revisions or comments to be provided with a JBPro Project Manager. After the discussion and review with the Project Manager, the project is returned to the City of Alachua with all applicable comments and suggestions.

**Construction Cost:** N/A

## 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	JBrown Professional Group Inc.	Gainesville, FL	Engineering & Surveying Review
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

08

21. TITLE AND LOCATION (City and State)

UF-642 SW Campus Transportation Improvements (Gainesville, FL)

22. YEAR COMPLETED

 PROFESSIONAL SERVICES  
2019

 CONSTRUCTION (If applicable)  
2022 (proj.)

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Univeristy of Florida

b. POINT OF CONTACT NAME

Stuart Cullen, PE

c. POINT OF CONTACT TELEPHONE NUMBER

(352) 273-4030

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

**Description:** Design of a new roundabout to better distribute traffic flow at the busy intersection of Radio Rd. & Museum Drive on the UF main campus. The project involved extensive utility coordination due to multiple historical utility lines of all types that crossed the project limits. A large double barrel box culvert was designed to provide a major new stormwater discharge for Lake Alice to bypass Museum Rd. in major storm events without overtopping. SJRWMD ERP Permitting provided.

**Relevance:** This project was a major roadway improvement that was utilized to install a roundabout in lieu of a traffic signal or other major turn lane improvements. It will move vehicles from all four directions very efficiently. Additionally, it included the design of a major box culvert drainage structure. These type of facilities and improvements could definitely be required in various locations within the Bridgewater North CDD. JBPro is more than capable os providing any transportation or streetscape design services to the CCD, whether for functional traffic flow improvements or for beautification projects.

**Construction Cost:** >\$12,000,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. JBrown Professional Group Inc.	Gainesville, FL	Principal Civil Engineer & Surveying Firm
b. N/A	N/A	N/A
c. N/A	N/A	N/A
d. N/A	N/A	N/A
e. N/A	N/A	N/A
f. N/A	N/A	N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT***(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

09

21. TITLE AND LOCATION *(City and State)*

St. Anne Early Learning Center (Gainesville, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2019

CONSTRUCTION *(If applicable)*

2020

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Diocese of St. Augustine

b. POINT OF CONTACT NAME

Lester Del Rosario

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 262-3200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**Description:** The Diocese of St Augustine hired JBPro to split off a 5.0-acre commercial property from the Holy Faith church campus to create a new preschool educational facility adjacent to W. Newberry Rd. (SR 26). The project originally named the Gainesville Early Learning Center was renamed St. Anne Early Learning Center. The learning center building was 19,000 SF and was the primary development in a planned commercial center that will accommodate an additional 10,000 SF building. The school was designed to accommodate 260 students. The site was master planned by JBPro including wetland impacts, master stormwater management and utility infrastructure, shared parking, and State Rd. 26 turn lane roadway improvements.

**Relevance:** This project was a new educational facility for up to 260 infants and preschool students. The site was designed with outdoor play areas, screening and fencing safety measures, a vehicular drop-off, and stormwater, utility, paving, and grading improvements typical of most school sites. It could be very similar to a daycare project required in a significant CDD like Bridgewater North that has many residents that will require child services.

**Construction Cost:** >\$6,500,000**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	JBrown Professional Group Inc.	Gainesville, FL	Principal Civil Engineering Firm
b.	N/A	N/A	N/A
c.	N/A	N/A	N/A
d.	N/A	N/A	N/A
e.	N/A	N/A	N/A
f.	N/A	N/A	N/A



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

SW 9th Street (Gainesville, FL)

22. YEAR COMPLETED

 PROFESSIONAL SERVICES  
2013

 CONSTRUCTION (If applicable)  
2014

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

City of Gainesville

b. POINT OF CONTACT NAME

Sarah Vidal

c. POINT OF CONTACT TELEPHONE NUMBER

(352) 393-8203

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

**Description:** This project, performed for the City of Gainesville Community Redevelopment Agency, was a key part of the redevelopment of the former Alachua General Hospital (AGH) site and surrounding properties into the Innovation Hub and Innovation Square, which is a 12-block urban mixed-use research district that integrates new development into the existing urban fabric.

SW 9th Street was envisioned as a "green" road, using the latest in urban design concepts to provide a pedestrian-friendly space acting as a north-south spine in Innovation Square. Both the roadway and pedestrian facilities were designed with multi-colored concrete, and cascading bio-retention stormwater cells were designed along the west side of the road to provide stormwater treatment utilizing the latest in low-impact development concepts.

A new pocket park was also incorporated into the design, which includes a large bio-retention facility with multiple retention cells cascading into one another. The project included roadway design, drainage design, utility accommodation, electrical and lighting design, and significant landscape and hardscape design.

**Relevance:** Every public entity needs a design consultant that can handle roadway projects like the SW 9th Street project in Gainesville. Being an APWA National Roadway Project of the Year (Less than \$5M), this project demonstrates JBPro's capability and standard of excellence that it would provide the Bridgewater North CDD on roadway projects like this one.

**Construction Cost:** >\$2,400,000,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. JBrown Professional Group Inc	Gainesville, FL	Principal Civil Engineering Firm
b. N/A	N/A	N/A
c. N/A	N/A	N/A
d. N/A	N/A	N/A
e. N/A	N/A	N/A
f. N/A	N/A	N/A



[illegible]

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	The Villages CDD	6	Depot Park
2	Tara Forest CDD	7	City of Alachua Plan Review Services
3	Seminole Improvement District	8	UF-642 - SW Campus Transportation Improvements
4	Town of Tioga	9	St. Anne Early Learning Center
5	Tara Oaks CDD	10	SW 9th Street



1. SOLICITATION NUMBER (If any)
---------------------------------

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME JBrown Professional Group Inc. (JBPro)			3. YEAR ESTABLISHED 2013		4. UNIQUE ENTITY IDENTIFIER EIN 46-3710755	
2b. STREET 4420 US-1 S, Suite 1			5. OWNERSHIP			
2c. CITY St. Augustine		2d. STATE FL	2e. ZIP CODE 32086			
6a. POINT OF CONTACT NAME AND TITLE Jay Brown, Principal Engineer & President			a. TYPE S-Corporation			
			b. SMALL BUSINESS STATUS Small Business Enterprise			
6b. TELEPHONE NUMBER (904) 789-8999			6c. EMAIL ADDRESS jay.brown@jbpro.com		7. NAME OF FIRM (If Block 2a is a Branch Office) JBrown Professional Group Inc (JBPro)	
8a. FORMER FIRM NAME(S) (If any) Brown & Cullen, Inc.			8b. YEAR ESTABLISHED 1995		8c. UNIQUE ENTITY IDENTIFIER EIN 59-3332840	


#### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
12	Civil Engineering	11	2	I01	Industrial Buildings; Manufacturing Plants	2
38	Land Surveying	17	6	I06	Irrigation; Drainage	2
02	Administration	4	0	L02	Land Surveying	4
				O01	Office Buildings; Industrial Parks	2
				P05	Planning (Community, Regional, Area)	1
				R04	Recreation Facilities (Parks, Marina)	2
				V03	Utilities (Gas and Steam)	2
				S13	Storm Water Handling & Facilities	2
				W02	Water Resources; Hydrology; Groundwater	1
				Z01	Zoning; Land Use Studies	2
	Other Employees					
<b>Total</b>		26				

## PROFESSIONAL SERVICES REVENUE INDEX NUMBER

FOR LAST 5 YEARS (Insert revenue index number shown at right)			
a. Federal Work	0	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
b. Non-Federal Work	6	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
c. Total Work	6	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

a. SIGNATURE 	b. DATE 09-20-2021
c. NAME AND TITLE A.J. "Jay" Brown Jr., President & Principal Engineer	



## 1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

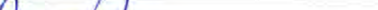
2a. FIRM (or Branch Office) NAME JBrown Professional Group Inc. (JBPro)			3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER EIN 46-3710755
2b. STREET 4420 US-1 S, Suite 1			5. OWNERSHIP	
2c. CITY St. Augustine	2d. STATE FL	2e. ZIP CODE 32086	a. TYPE S-Corporation	
6a. POINT OF CONTACT NAME AND TITLE Jay Brown, Principal Engineer & President			b. SMALL BUSINESS STATUS Small Business Enterprise	
6b. TELEPHONE NUMBER (904) 789-8999			7. NAME OF FIRM (If Block 2a is a Branch Office) JBrown Professional Group Inc (JBPro)	
6c. EMAIL ADDRESS jay.brown@jbpro.com				

8a. FORMER FIRM NAME(S) <i>(If any)</i>	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Brown & Cullen, Inc.	1995	EIN 59-3332840

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	6	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

a. SIGNATURE 	b. DATE 09-20-2021
c. NAME AND TITLE A.J. "Jay" Brown Jr., President & Principal Engineer	







*C.*



**RESOLUTION NO. 2022- 02**

**A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021A-1 AND ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2021A-2, AS ONE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (COLLECTIVELY, THE "SERIES 2021 BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM A PORTION OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2015A-3 (THE "REFUNDED BONDS") AND FINANCE THE SERIES 2021 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, MAXIMUM MATURITY DATE, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2021 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2021 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF SIXTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2021 BONDS; APPROVING THE FORMS OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE**



**REFUNDING OF THE REFUNDED BONDS AND THE UNDERTAKING  
OF THE SERIES 2021 PROJECT; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, the Board of Supervisors of Rolling Hills Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1 and Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (collectively, the "Series 2021 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Sixth Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2021 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to currently refund and redeem a portion of the Outstanding principal amount of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (such portion hereinafter referred to as the "Refunded Bonds") and finance a portion of the Costs of the Series 2021 Project;

**WHEREAS**, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2021 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Series 2021 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

**WHEREAS**, in conjunction with the sale and issuance of the Series 2021 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2021 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2021 Bonds and the form of the final Limited Offering Memorandum, to approve the forms of the Series 2021 Bonds and to provide for various other matters with respect to the Series 2021 Bonds and the refunding and redemption of all of the Refunded Bonds and the undertaking of the Series 2021 Project.

**NOW, THEREFORE, BE IT RESOLVED** that:



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

**2. Award.** The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2021 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chairman, the Vice Chairman is authorized and directed to execute the Purchase Agreement, and in the absence or unavailability of the Vice Chairman, any other member of the Board is authorized and directed to execute the Purchase Agreement. The Purchase Agreement, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**3. Negotiated Sale.** The Board hereby determines that a negotiated sale of the Series 2021 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2021 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2021 Bonds.

**4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.



**5. Description of Series 2021 Bonds.** The Series 2021 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2021 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2021 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Agreement and in the forms of Series 2021 Bonds attached to the Supplemental Indenture, which forms are hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2021 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2021 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their respective terms.

**6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement.** The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Series 2021 Bonds. The Chairman is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chairman may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2021 Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chairman which approval shall be evidenced by the execution thereof, if required).



The Continuing Disclosure Agreement relating to the Series 2021 Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**7. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2021 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**8. Other Actions.** The Chairman, the Secretary, and all other members, officers and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2021 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement and the Purchase Agreement, in all cases within the Parameters.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**9. Deposits to Funds and Accounts.** The Trustee is hereby authorized and directed to apply the proceeds of the Series 2021 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

**10. Refunding of the Refunded Bonds; Undertaking of the Series 2021 Project; Execution and Delivery of Other Instruments.** The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the undertaking of the Series 2021 Project and authorizes and directs the District staff and Consulting Engineer to proceed with due diligence to the completion thereof in accordance with the Indenture.



The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the refunding of the Refunded Bonds, the undertaking of the Series 2021 Project and the issuance, sale and delivery of the Series 2021 Bonds, including but not limited to the execution and delivery of the DTC Letter of Representation.

**11. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2021 Bonds are hereby approved, confirmed and ratified.

**12. 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.

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

[Remainder of Page Intentionally Left Blank]



**PASSED** in Public Session of the Board of Supervisors of Rolling Hills Community Development District, this 12<sup>th</sup> day of October, 2021.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman,  
Board of Supervisors

Exhibit A – Form of Purchase Agreement

Exhibit B – Form of Supplemental Indenture

Exhibit C – Form of Preliminary Limited Offering Memorandum

Exhibit D – Form of Continuing Disclosure Agreement



## **SCHEDULE I PARAMETERS**

Maximum Principal Amount:	Not to Exceed \$9,500,000 in the aggregate for all Series to be allocated among Series based on market conditions
Maximum Interest Rate:	Maximum statutory rate
Underwriting Discount:	Maximum 2.0%
Maturity Date:	May 1, 2053
Redemption Provisions:	Each Series of the Series 2021 Bonds shall be subject to redemption as set forth in the forms of the respective Series of Series 2021 Bond attached to the form of Supplemental Indenture attached hereto and the Series 2021A-1 Bonds shall be subject to optional redemption no later than May 1, 2033 at par.



**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
(Clay County, Florida)**

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

**Capital Improvement Revenue Bonds, Series 2021A-1**

**and**

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

**Capital Improvement Revenue and Refunding Bonds, Series 2021A-2**

\_\_\_\_\_, 2021

**BOND PURCHASE AGREEMENT**

Rolling Hills Community Development District  
Clay County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Rolling Hills Community Development District (the “District” or the “Issuer”). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meaning ascribed to such terms in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$\_\_\_\_\_ Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2021A-1 (the “Series 2021A-1 Bonds”) and \$\_\_\_\_\_ Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (the “Series 2021A-2 Bonds” and, together with the Series 2021A-1 Bonds, the “Series 2021 Bonds”). The Series 2021 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2021 Bonds is payable semi-annually on May 1 and November 1 each year, commencing May 1, 2022. The



aggregate purchase price for the Series 2021 Bonds shall be \$\_\_\_\_\_ (representing the aggregate par amount of the Series 2021 Bonds of \$\_\_\_\_\_, [less/plus] [net] original issue [discount/premium] of \$\_\_\_\_\_, and less an Underwriter's discount on the Series 2021 Bonds of \$\_\_\_\_\_).

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

2. The Series 2021 Bonds. The Series 2021 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2006-9 enacted by the Board of County Commissioners of Clay County, Florida on March 14, 2006, and effective on March 21, 2006. The District was established for the purposes, among other things, of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure necessary for community development in Rolling Hills at Lake Asbury (the "Development"). The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Sixth Supplemental Trust Indenture (the "Sixth Supplemental Indenture," and, together with the Master Indenture, the "Indenture") by and between the District and the Trustee and dated as of November 1, 2021, and Resolution Nos. 2006-14 and 2022-\_\_ adopted by the District on June 1, 2006 and on October 12, 2021, respectively (collectively, the "Bond Resolutions"), authorizing the issuance of the Series 2021 Bonds. The Series 2021 Assessments comprising the Series 2021 Pledged Revenues will be levied by the Issuer on approximately eighty (80) acres of land located within Subphases 3B and 3C of the Development and planned to include 247 residential units pursuant to resolutions duly adopted by the Board (collectively, the "Assessment Resolutions"). The Series 2021 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer will also enter into:

(a) a continuing disclosure agreement with Governmental Management Services, LLC, as dissemination agent, and Garden Street Communities Southeast, LLC (the "Developer") (the "Continuing Disclosure Agreement") dated November \_\_, 2021;

(b) a True-Up Agreement with the Developer, dated November \_\_, 2021 (the "True-Up Agreement");

(c) an agreement with the Developer regarding the completion of certain improvements not funded with the Series 2021 Bonds dated November \_\_, 2021 (the "Completion Agreement");

(d) a Collateral Assignment and Assumption of Development Rights with the Developer dated November \_\_, 2021 (the "Assignment Agreement"); and

(f) this Bond Purchase Agreement.



For purposes hereof, the Indenture and the documents described in (a) through (f) are collectively referred to herein as the “Financing Documents.”

The Series 2021 Bonds are being issued to, together with other funds of the District (i) currently refund and redeem a portion of the District’s Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (such refunded portion being referred to herein as the “Refunded Bonds”); (ii) finance a portion of the Cost of the Phase 3B/C Project, as more particularly described in the Limited Offering Memorandum (as defined herein); (iii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iv) make a deposit into the Series 2021A-1 Reserve Account to be held for the benefit of all of the Series 2021A-1 Bonds and into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds; and (v) pay a portion of the interest to become due on the Series 2021 Bonds.

The principal and interest on the Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds. The Series 2021 Pledged Revenues consist of the revenues derived by the District from the Series 2021 Assessments.

3. Delivery of Limited Offering Memorandum and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated October \_\_, 2021, (the “Preliminary Limited Offering Memorandum”), that the Issuer 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 (the “Rule”) in connection with the pricing of the Series 2021 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2021 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board (“MSRB”) in order to accompany any confirmation that requests payment from any customer sufficient copies of the final Limited Offering Memorandum (“Limited Offering Memorandum”) to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

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



The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2021 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2021 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2021 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2021 Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Series 2021 Bonds. The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriter or wholesalers) of all of the Series 2021 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2021 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2021 Bonds. The Underwriter agrees to assist the Issuer in establishing the issue price as provided in Section 20 hereof.



The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2021 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such public offering and sale.

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

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions and the Assessment Resolutions; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2021 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2021 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and the execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Series 2021 Project; and (viii) levy and collect the Series 2021 Assessments that will secure the Series 2021 Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2021 Bonds.

(b) The District has complied, and at Closing will be in compliance in all respects, with the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2021 Bonds, and the imposition, levy and collection of the Series 2021 Assessments.

(c) The District has duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Bond Resolutions, the Assessment Resolutions, and the Series 2021 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Bond Resolutions, the Assessment Resolutions, the Series 2021 Bonds and the Limited Offering Memorandum.

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



(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2021 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2021 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2021 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2021 Trust Estate pledged to the Series 2021 Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2021 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2021 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2021 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents and the Series 2021 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) Other than as disclosed in the Limited Offering Memorandum, the District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2021 Bonds or any applicable judgment or decree or any other 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, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2021 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.



(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the proceedings relating to the Series 2021 Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2021 Bonds, the Financing Documents, the Series 2021 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Limited Offering Memorandum or Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds, (6) the exemption under the Act of the Series 2021 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2021 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2021 Bonds, or (9) the collection of the Series 2021 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2021 Bonds.

(k) Except as disclosed in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2021 Trust Estate pledged to the Series 2021 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2021 Bonds.

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

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

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter or concerning



information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "THE DISTRICT – District Manager and Other Consultants," "THE DEVELOPER," "THE DEVELOPMENT," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," and "LITIGATION – The Developer."

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

7. The Closing. At 12:00 noon, New York time, on November \_\_, 2021, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2021 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2021 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2021 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2021 Bonds, but neither the failure to print such number on any Series 2021 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2021 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2021 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2021 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;



(b) At the Closing, (1) the Financing Documents, the Bond Resolutions and the Assessment Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2021 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2021 Bonds shall have been duly authorized, executed, authenticated and delivered;

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

(1) Certificates, dated the date of Closing, regarding the Limited Offering Memorandum and no default;

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

(3) The Indenture and the proceedings relating to the levy of the Series 2021 Assessments, certified by authorized officers of the District as true and correct copies;

(4) The delivery of the Limited Offering Memorandum, and each supplement or amendment, if any, thereto;

(5) A certificate of the District, dated the date of Closing, signed on its behalf by officers authorized by the Bond Resolutions, in substantially the form of Exhibit C hereto;

(6) An opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Series 2021 Bonds are exempt



securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Series 2021 Bonds to the public to register the Series 2021 Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; and (iii) Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2021 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed), "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS" (other than the portions thereof captioned "Agreement for Assignment of Development Rights," "Completion Agreement," and "True-Up Agreement" as to all of which no opinion will be expressed), and are of the opinion that insofar as such statements purport to be summaries of certain provisions of the Series 2021 Bonds, the Act, and the Indenture, that such statements fairly represent the documents purported to be summarized therein. Bond Counsel has also reviewed the statements contained in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" and are of the opinion that insofar as such sections purport to summarize the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable laws of the State of Florida, such sections are correct as to matters therein set forth;

(8) An opinion, dated the date of Closing, of Hopping Green & Sams, P.A., Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(9) A copy of the [Final Numbers Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue and Refunding Bonds dated \_\_\_\_\_, 2021] prepared by Governmental Management Services, LLC and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(10) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

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

(12) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit F, and opinion(s) of counsel to the Developer addressed to the District and the Underwriter, in substantially the form included herein as Exhibit G (which may be addressed to such parties in one or more separate opinions);



(13) A copy of the Rolling Hills Community Development District Fourth Supplemental Engineer's Report dated \_\_\_\_\_, 2021 (the "Engineer's Report"), and a certificate from the Issuer's Consulting Engineer, in substantially the form attached hereto as Exhibit H dated the date of Closing and addressed to the Issuer and the Underwriter;

(14) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2021 Bonds will be used in a manner that would cause the Series 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(15) Specimen copies of the Series 2021 Bonds;

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

(17) A Declaration of Consent to Jurisdiction of Rolling Hills Community Development District and to Imposition of Special Assessments (the "Declaration of Consent") executed and delivered by each owner of real property within the District which is subject to the Series 2021 Assessments;

(18) Executed Financing Documents;

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

(20) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2021 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter's Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Series 2021 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.



If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under any further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 9 hereof shall continue in full force and effect.

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

(a) the marketability of the Series 2021 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the Chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2021 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or



(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2021 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2021 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2021 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2021 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2021 Bonds is or would be in violation of any of the federal securities laws at Closing, including the 1933 Act, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the 1939 Act, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2021 Bonds, or the Series 2021 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2021 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2021 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2021 Bonds or obligations of the general character of the Series 2021 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or



minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2021 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, this Bond Purchase Agreement, or any other Financing Documents; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2021 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum.

(n) the Internal Revenue Service makes a determination with respect to any special purpose development district formed under state law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2021 Bonds or the contemplated offering prices thereof.



10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2021 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Governmental Management Services, LLC, as Methodology Consultant, Alliant Engineering, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel, (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2021 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by them in connection with their offering and distribution of the Series 2021 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as 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 offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (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 2021 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, electronically mailed or delivered to:



The Underwriter: MBS Capital Markets, LLC  
152 Lincoln Avenue  
Winter Park, Florida 32789  
Attn: Brett Sealy  
Email: brett@mbscapitalmarkets.com

The District: Rolling Hills Community Development District  
c/o District Manager  
Governmental Management Services, LLC  
475 West Town Place  
Suite 114  
St. Augustine, Florida 32092  
Attention: Jim Oliver  
Email: joliver@gmsnf.com

Copy to: Katie Buchanan, Esq.  
Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Email: katieb@hgslaw.com

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2021 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

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

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

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

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



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

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

(a) The Issuer is proposing to issue the Series 2021 Bonds in the aggregate principal amount of \$\_\_\_\_\_ for the purposes described in Section 2 hereof. The Series 2021A-1 Bonds are expected to be repaid over a period of approximately \_\_\_\_ (\_\_) years. The Series 2021A-2 Bonds are expected to be repaid over a period of approximately \_\_\_\_ (\_\_) years. At a true interest cost of approximately \_\_\_\_\_%, total interest paid over the life of the Series 2021 Bonds will be approximately \$\_\_\_\_\_.

(b) The source of repayment or security for the Series 2021 Bonds is the Series 2021 Trust Estate described in Section 2 hereof. Authorizing the Series 2021A-1 Bonds will result in an average of approximately \$\_\_\_\_\_ not being available to finance other services of the Issuer every year for approximately \_\_\_\_ (\_\_). Authorizing the Series 2021A-2 Bonds will result in an average of approximately \$\_\_\_\_\_ not being available to finance other services of the Issuer every year for approximately \_\_\_\_ (\_\_).

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds.

(b) Except as otherwise set forth in Schedule A to Exhibit I attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2021 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2021 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2021 Bonds of that maturity or until all Series 2021 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2021 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial



offering price”), or at the corresponding yield or yields, set forth in Schedule A to Exhibit I attached hereto, except as otherwise set forth therein. Schedule A to Exhibit I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2021 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021 Bonds, the Underwriter will neither offer nor sell unsold Series 2021 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 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2021 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 retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2021 Bonds of that maturity or all Series 2021 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer 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 retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2021 Bonds.



(e) The Underwriter acknowledges that sales of any Series 2021 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 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 2021 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 Bonds to the public),

(iii) a purchaser of any of the Series 2021 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

[Remainder of page intentionally left blank]



21. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Name: Brett Sealy  
Title: Managing Partner

Accepted by:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: Shannon Jordan  
Title: Chair

[Signature page to Bond Purchase Agreement]



**EXHIBIT A**

**AMOUNTS, INTEREST RATES, MATURITIES AND YIELDS**

[TO COME]

**REDEMPTION PROVISIONS FOR THE SERIES 2021 BONDS**

[TO COME]



**EXHIBIT B**

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**

\$ \_\_\_\_\_  
**Capital Improvement Revenue Bonds, Series 2021A-1**  
and  
\$ \_\_\_\_\_  
**Capital Improvement Revenue and Refunding Bonds, Series 2021A-2**

**DISCLOSURE STATEMENT**

\_\_\_\_\_, 2021

Rolling Hills Community Development District  
Clay County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Series 2021 Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Series 2021 Bonds pursuant to a Bond Purchase Agreement dated \_\_\_\_\_, 2021 (the "Bond Purchase Agreement") between the Underwriter and Rolling Hills Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Series 2021 Bonds:

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

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Series 2021 Bonds is \$\_\_\_\_\_. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Series 2021 Bonds.

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

Management Fee:	\$____/\$1,000	or	\$
Takedown:	\$____/\$1,000	or	\$
Expenses:	\$____/\$1,000	or	\$



(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Series 2021 Bonds to any person not regularly employed or retained by the Underwriter.

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

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

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

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

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

Name: Brett Sealy

Title: Managing Partner



## SCHEDULE I

### ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

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



## EXHIBIT C

### CERTIFICATE OF DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors of Rolling Hills Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(5) of the Bond Purchase Agreement, dated \_\_\_\_\_, 2021, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$\_\_\_\_\_ Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2021A-1 and \$\_\_\_\_\_ Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (together, the "Series 2021 Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement):

1. Shannon Jordan is the duly appointed and acting Chair of, and James Oliver is the duly appointed and acting Secretary to the Board of Supervisors of the District (the "Board"), authorized by resolution of the Board pursuant to the Act to be custodian of all documents and papers filed with the District and the official seal of the District.

2. The following named persons are as of the date hereof the duly elected or appointed, qualified and acting members of the Board:

<u><b>Name</b></u>	<u><b>Title</b></u>	<u><b>Term Expires</b></u>
Shannon Jordan	Chair	November 2024
John M. Miller	Vice Chair	November 2024
Rose Bock	Assistant Secretary	November 2022
David Church	Assistant Secretary	November 2022
Vacant	Assistant Secretary	November 2024

The following named persons are also appointed, qualified and acting officers to the Board, holding the office of appointment set forth opposite their names:

<u><b>Name</b></u>	<u><b>Title</b></u>
James Oliver	Secretary & Assistant Treasurer
James Perry	Treasurer & Assistant Secretary
Patti Power	Assistant Treasurer
Rich Hans	Assistant Secretary
Ernesto Torres	Assistant Secretary, Assistant Treasurer
Marilee Giles	Assistant Secretary, Assistant Treasurer



Each of said persons since his or her appointment or election as aforesaid has been and now is the duly designated and qualified officer of or to the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking, in form and amount required by law.

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

4. The Board, at duly called and held meetings of the Board on June 1, 2006 and October 12, 2021, duly adopted Resolution Nos. 2006-14 and 2022-\_\_, respectively, true and correct copies of which are attached hereto (collectively, the “Bond Resolutions”), which Bond Resolutions remain in full force and effect on the date hereof.

5. The Board, at duly called and held meetings of the Board of Supervisors of the District on [September 17, 2015, September 17, 2015, December 9, 2015, and November \_\_, 2021 duly adopted Resolution Nos. 2015-08, 2015-09, 2016-02 and 2022-\_\_], respectively, true and correct copies of which are attached hereto (collectively, the “Assessment Resolutions”), which Assessment Resolutions remain in full force and effect on the date hereof.

6. The above referenced meetings of the Board at which the Bond Resolutions and Assessment Resolutions were adopted were duly called in accordance with applicable law, including but not limited to Executive Order 2020-69 issued by Governor DeSantis, as amended, extended and supplemented, and pursuant to Section 120.54(5)(b)2, Florida Statutes, and at said meetings a quorum was present and acting throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolutions, the Assessment Resolutions, the Indenture, the Series 2021 Bonds or any documents related to the issuance of the Series 2021 Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, as amended, and all laws amendatory thereof and supplementary thereto, including Executive Order 2020-69 issued by Governor DeSantis, as amended, extended and supplemented, and pursuant to Section 120.54(5)(b)2, Florida Statutes.

7. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2021 Assessments.

8. Upon authentication and delivery of the Series 2021 Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolutions, the Assessment Resolutions or the Indenture.

9. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.



10. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Series 2021 Bonds pursuant to the Bond Purchase Agreement, the Bond Resolutions, the Assessment Resolutions and the Indenture.

11. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

12. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "THE DISTRICT – District Manager and Other Consultants," "THE DEVELOPER," "THE DEVELOPMENT," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," and "LITIGATION – The Developer." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

13. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Series 2021 Bonds or the imposition, levy and collection of the Series 2021 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Series 2021 Bonds, (b) questioning or affecting the validity of any provision of the Series 2021 Bonds, the Bond Resolutions, the Assessment Resolutions, the Series 2021 Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Series 2021 Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2021 Assessments, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum, (g) contesting the exclusion of interest on the Series 2021 Bonds from federal



income taxation, or (h) contesting the exemption from taxation of the Series 2021 Bonds and the interest thereon under Florida law or the legality for investment therein.

IN WITNESS WHEREOF, we have hereunder set our hands this \_\_\_\_ day of November, 2021.

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Shannon Jordan,  
Chair, Board of Supervisors

By: \_\_\_\_\_  
James Oliver,  
Secretary to Board of Supervisors



**EXHIBIT D**  
**FORM OF DISTRICT COUNSEL OPINION**

November \_\_, 2021

Rolling Hills Community Development District  
Clay County, Florida

MBS Capital Markets, LLC  
Winter Park, Florida

U.S. Bank, National Association, as Trustee  
Orlando, Florida  
(solely for reliance upon Sections C.1. and C.3.)

Re:   \$\_\_\_\_\_ Rolling Hills Community Development District Capital  
          Improvement Revenue Bonds, Series 2021A-1; and  
      \$\_\_\_\_\_ Rolling Hills Community Development District Capital  
          Improvement Revenue and Refunding Bonds, Series 2021A-2

Ladies and Gentlemen:

We serve as counsel to the Rolling Hills 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 \$\_\_\_\_\_ Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1 (“**Series 2021A-1 Bonds**”) and \$\_\_\_\_\_ Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (“**Series 2021A-2 Bonds**” and, together with Series 2021A-1 Bonds, the “**Bonds**”). This letter is delivered to you pursuant to Section 207 of the Master Indenture (defined below), Section 207 of the Sixth Supplemental Trust Indenture (defined below), and Section 8(c) of the Bond Purchase Agreement (referenced below) and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given 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 2006-9, enacted by the County Commission of the Clay County, Florida, which was effective as of March 21, 2006 ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of November 1, 2006 ("**Master Indenture**"), as supplemented by the *Sixth Supplemental Trust Indenture*, dated as of November 1, 2021 ("**Supplemental Trust Indenture**," and together with the Master Indenture, "**Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");
3. Resolutions Nos. 2006-14 and 2022-\_\_ adopted by the District on June 1, 2006, and October 12, 2021, respectively (collectively, "**Bond Resolution**");
4. *Fourth Supplemental Engineer's Report* dated \_\_\_\_\_, 2021 ("**Engineer's Report**"), which describes among other things, the "**Project**";
5. *Supplemental Special Assessment Methodology Report for Series 2021, Capital Improvement Revenue and Refunding Bonds* dated \_\_\_\_\_, 2021 (collectively, "**Assessment Methodology**");
6. Resolution Nos. 2006-12, 2006-13, 2006-18, [2015-08, 2015-09, 2016-02 and 2022-\_\_] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on September 11, 2006 and by the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, the appeal period for which expired with no appeal having been taken;
8. the Preliminary Limited Offering Memorandum dated October \_\_, 2021 ("**PLOM**") and Limited Offering Memorandum dated \_\_\_\_\_, 2021 ("**LOM**");
9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of Alliant Engineering, Inc., as "**District Engineer**";
11. certain certifications of Governmental Management Services, LLC, as "**District Manager**" and "**Assessment Consultant**";
12. general and closing certificate of the District;
13. an opinion of Nabors, Giblin & Nickerson, P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
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. an opinion of in-house counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. the following agreements (collectively, "**Bond Agreements**"):
  - (a) the Continuing Disclosure Agreement dated November \_\_, 2021, by and among the District, Garden Street Communities Southeast, LLC ("**Developer**") and a dissemination agent;



- (b) the Bond Purchase Agreement between Underwriter and the District and dated \_\_\_\_\_, 2021 (“BPA”);
  - (c) the Acquisition Agreement between the District and the Developer and dated November \_\_, 2021;
  - (d) the Completion Agreement between the District and the Developer and dated November \_\_, 2021;
  - (e) the True-Up Agreement between the District and the Developer and dated November \_\_, 2021; and
  - (f) the Collateral Assignment and Assumption Agreement between the District and the Developer and dated November \_\_, 2021;
- 17. a Declaration of Consent to Jurisdiction executed by the Developer;
  - 18. The following Executive Orders of Governor DeSantis of the State of Florida: 2020-52 issued March 9, 2020 and 2020-69 issued March 20, 2020, as amended, extended and supplemented, respectively; and
  - 19. 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; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1 and C.3. 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 Clay 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 BPA, 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: "THE DISTRICT" (excluding the sub-caption "District Manager and Other Consultants"), "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "VALIDATION," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only) and "AGREEMENT BY THE STATE" 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 our serving as the District's Registered Agent for service of process and the fact that we have not been served with notice, 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. We have also assumed the legality and validity of the following Executive Orders of Governor DeSantis of the State of Florida: 2020-52 issued March 9, 2020 and 2020-69 issued March 20, 2020, as amended, extended and supplemented, respectively.

#### **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, project, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. 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.

8. 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,

HOPPING GREEN & SAMS, P.A.



## EXHIBIT E

### CERTIFICATE OF GOVERNMENTAL MANAGEMENT SERVICES, LLC

I, \_\_\_\_\_ of Governmental Management Services, LLC, do hereby certify to Rolling Hills Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2021A-1 and \$\_\_\_\_\_ Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (together, the "Series 2021 Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated \_\_\_\_\_, 2021 (the "Limited Offering Memorandum") of the District relating to the Series 2021 Bonds):

(i) Governmental Management Services, LLC, has acted as district manager and methodology consultant to the District in connection with the issuance of the Series 2021 Bonds and has been retained by the District to prepare the Final Numbers Supplemental Special Assessment Methodology Report for Series 2021 Capital Improvement Revenue and Refunding Bonds dated \_\_\_\_\_, 2021, comprising a part of the proceedings related to the Series 2021 Assessments (the "Report");

(ii) The Series 2021 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 2021 Assessments, are sufficient to enable the District to pay the debt service on the Series 2021 Bonds through the final maturity thereof;

(iii) Governmental Management Services, LLC consents to the use of the Report included as Appendix B to the Limited Offering Memorandum;

(iv) Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

(v) the Report was prepared in accordance with all applicable provisions of Florida law;

(vi) 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 2021 Project, or any information provided by us, and the Report, as of their date 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;

(vii) the information contained in the Limited Offering Memorandum under the heading "ASSESSMENT METHODOLOGY," is true and correct in all material respects, and, such information does not contain any untrue statement of a material fact or omit to state any fact



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

(viii) except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;

(ix) the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(x) as District Manager, 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 2021 Bonds, or in any way contesting or affecting the validity of the Series 2021 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 2021 Bonds, or the existence or powers of the District;

(xi) the benefit from the Series 2006 Project and the Series 2021 Project to the lands subject to the Series 2021 Assessments equal or exceed the amount of the Series 2021 Assessments and the Series 2021 Assessments are fairly and reasonably allocated across all such benefitted properties; and

(xii) Governmental Management Services, LLC does not represent the Rolling Hills Community Development District as a Municipal Advisor or Securities Broker nor is Governmental Management Services, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Governmental Management Services, LLC does not provide the Rolling Hills Community Development District with financial advisory services or offer investment advice in any form.

IN WITNESS WHEREOF, the undersigned has set his hand this \_\_\_\_ day of November, 2021.

**GOVERNMENTAL MANAGEMENT SERVICES,  
LLC**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_



## EXHIBIT F

### FORM OF CERTIFICATE OF DEVELOPER

The undersigned, a duly authorized representative of Garden Street Communities Southeast, LLC (the “Developer”), the owner and developer of the lands comprising Subphases 3B and 3C (the “Series 2021 Assessment Area”) within the Rolling Hills Community Development District (the “District”), does hereby certify to the District and MBS Capital Markets, LLC (the “Underwriter”) that:

1. This certificate is delivered by the Developer pursuant to Section 8(12) of the Bond Purchase Agreement, dated \_\_\_\_\_, 2021 between the Underwriter and the District (the “Bond Purchase Agreement”) relating to the offering and sale by the District of its \$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2021A-1 and \$\_\_\_\_\_ Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (together, the “Series 2021 Bonds”). Capitalized terms that are used in this certificate and not otherwise defined shall have the meanings assigned to such terms in the Limited Offering Memorandum, dated \_\_\_\_\_, 2021 (the “Limited Offering Memorandum”) and the Bond Purchase Agreement.

2. The Developer is a Florida limited liability company organized and existing under the laws of the State of Florida that was formed for the purpose of developing the Series 2021 Assessment Area and is the owner of the entitlements granted in the development order governing the Series 2021 Assessment Area.

3. Representatives of the Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of its Series 2021 Bonds pursuant to the Limited Offering Memorandum.

4. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memorandum and/or in all other information provided by the Developer to the Underwriter or the District.

5. The Developer hereby acknowledges the levy of the Series 2021 Assessments on the lands in the Series 2021 Assessment Area owned by it. The levy of the Series 2021 Assessments on the lands in the Series 2021 Assessment Area will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.

6. The 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 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.

7. The Developer acknowledges that the Series 2021 Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Series 2021 Assessments will be levied by the District at times, and in amounts, sufficient to enable the District to pay debt service on the Series 2021 Bonds when due.

8. The information contained in the Limited Offering Memorandum under the headings "THE DEVELOPER" and, as it pertains to the Developer and its interests in the Series 2021 Assessment Area, under the headings "INTRODUCTION," "THE PHASE 3B/C PROJECT AND SERIES 2021 PROJECT," "THE DEVELOPMENT" and "LITIGATION – The Developer," contains no untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum and as of the date hereof.

9. There has been no action taken by or omitted by the Developer that impairs the contemplated transactions by the District with respect to the Series 2021 Bonds, including: (a) the issuance and sale of the Series 2021 Bonds upon the terms set forth in the Bond Purchase Agreement; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the Phase 3B/C Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2021 Bonds, the Financing Documents, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture. The Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

10. The consummation of the transactions described in the Limited Offering Memorandum does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Developer is subject or by which it or its properties are or may be bound. The consummation of the transactions described in the Limited Offering Memorandum does not, on the date hereof, and will not at the time of such consummation, to the best of the Developer's knowledge, conflict with or constitute on the part of the Developer a breach or violation of the terms and provisions of, or constitute a default under any existing constitution, laws, court or administrative rule or regulations, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force and effect on the date hereof, which would have a material adverse effect on the Series 2021 Bonds or the Series 2021 Assessment Area.



11. The Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2021 Bonds or the Series 2021 Assessment Area.

12. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, to the best of the Developer's knowledge, threatened, against the Developer: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2021 Bonds or the application of the proceeds thereof, or the levy or collection of the Series 2021 Assessments, (b) contesting or affecting the authority for the issuance of the Series 2021 Bonds or the validity or enforceability of the Series 2021 Bonds, the Indenture, the Bond Purchase Agreement, the Financing Documents, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, including its power to develop the Series 2021 Assessment Area.

13. The Developer is complying in all material respects with all provisions of applicable law in all material matters relating to the Development and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including applying for all necessary permits. The Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Clay County and the Land Development Code approved by Clay County to permit the development of the Series 2021 Assessment Area and the construction of the improvements as described in the Limited Offering Memorandum under the heading of "THE DEVELOPMENT," (b) the Developer is not in default of any zoning condition, permit or development agreement which would adversely affect the District's ability to complete development of the Phase 3B/C Project (as described in the Limited Offering Memorandum) or the Developer's ability to complete the Phase 3B/C Project as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance by the Developer with the material conditions of the Comprehensive Plan for Clay County, the Clay County Land Development Code and zoning requirements, all of which conditions are within the control of the Developer (subject to applicable future permitting requirements and certain right of way acquisitions as identified in the Limited Offering Memorandum) and upon issuance of applicable future permits, the Series 2021 Assessment Area will be able to be developed as described in the Limited Offering Memorandum.

14. That portion of the District property securing Series 2021 Assessments for the Series 2021 Bonds is free and clear of any commercial mortgage encumbrance (i.e., non single-family home mortgages obtained by homeowners) other than those set forth in the Limited Offering Memorandum.

15. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2021 Assessments imposed on lands in the District owned by it within thirty (30) days following completion of the Phase 3B/C Project and acceptance thereof by the District.



IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Developer as of this \_\_\_\_ day of November, 2021.

**GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC**, a Florida limited liability  
company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT G

### FORM OF OPINION OF COUNSEL TO DEVELOPER

November \_\_, 2021

Rolling Hills Community Development District  
Clay County, Florida

MBS Capital Markets, LLC  
Winter Park, Florida

Re: Rolling Hills Community Development District  
\$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds")  
\$\_\_\_\_\_ Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and together with the Series 2021A-1 Bond, the "2021 Bonds")

Ladies and Gentlemen:

We have acted as counsel to Garden Street Communities Southeast, LLC, a Florida limited liability company (the "**Developer**"), in connection with its development of the property located within Subphase 3B and Subphase 3C (collectively, the "**Property**") within the Rolling Hills Community Development District (the "**District**") located in Clay County, Florida described in the Limited Offering Memorandum, dated \_\_\_\_\_, 2021, relating to the 2021 Bonds issued by the District (the "**Limited Offering Memorandum**"). The transaction associated with the issuance of the 2021 Bonds as described in the Limited Offering Memorandum is hereinafter referred to as the "**Transaction**." As of the date of this opinion, the Developer is the owner of the Property, as described in the Title Report (defined below). Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to such terms in the Bond Purchase Agreement, dated \_\_\_\_\_, 2021, between the District and MBS Capital Markets, LLC, or in the Master Trust Indenture, dated as of November 1, 2006, as amended and supplemented by a Sixth Supplemental Trust Indenture dated as of November 1, 2021, each by and between the District and U.S. Bank National Association, as trustee.

This opinion letter has been prepared and is to be construed in accordance with the "Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011" (the "**Report**"). The Report is incorporated by reference into this opinion letter.

In our capacity as counsel to the Developer, we have examined and are familiar with the following documents, all dated as of the date of this opinion unless stated otherwise:



- (i) Agreement By and Between the District and the Developer Regarding the True-Up and Payment of Series 2021 Assessments;
- (ii) Declaration of Consent to Jurisdiction of District and to Imposition of Special Assessments (Series 2021);
- (iii) Continuing Disclosure Agreement;
- (iv) Acquisition Agreement;
- (v) Collateral Assignment and Assumption of Development Rights; and
- (vi) Agreement Between the District and the Developer Regarding the Completion of Certain Improvements.

The documents listed in items (i) through (vi) above are hereinafter collectively referred to as the **“Developer Agreements.”**

Also, we have examined the following organizational documents (collectively, the **“Developer Organizational Documents”**):

- (a) Articles of Organization of the Developer, filed with the Florida Secretary of State on \_\_\_\_\_, 20\_\_;
- (b) On-line confirmation through the Florida Department of State Division of Corporations of the active status of Developer in the State of Florida; and
- (c) [Certified copy of Action by Written Consent of the Board of Directors of the Developer dated \_\_\_\_\_, 2021.]

We have made such examination of laws as we have deemed necessary or appropriate in rendering the opinions set forth below. We have further relied upon certificates and representations made by the Developer, the Developer’s representatives and the parties to the Transaction.

In rendering the opinions set forth herein, we have relied, without investigation, on each of the following assumptions: (a) the legal capacity of each natural person to take all actions required of each such natural person in connection with the Transaction; (b) with the exception of the Developer, the legal existence of each party to the Transaction; (c) the power of each party to the Transaction other than the Developer to execute, deliver and perform all Developer Agreements executed and delivered by such party and to do each other act done or to be done by such party; (d) the authorization, execution and delivery by each party other than the Developer of each of the Developer Agreements executed and delivered or to be executed and delivered by such party; (e) the validity, binding effect and enforceability as to each party other than the Developer of each of the Developer Agreements executed and delivered by such party or to be executed and delivered and of each other act done or to be done by such party; (f) there have been



no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion letter and no undisclosed prior waiver of any right or remedy contained in any of the Developer Agreements; (g) the genuineness of each signature, the completeness of each document submitted to us, the authenticity of each document reviewed by us as an original, the conformity to the original of each document reviewed by us as a copy and the authenticity of the original of each document reviewed by us as a copy; (h) the truthfulness of each statement as to all factual matters otherwise not known to us to be untruthful or unreliable contained in any document encompassed within the diligence review undertaken by us; (i) each certificate or other document issued by a public authority is accurate, complete and authentic as of the date of the opinion letter, and all official public records (including their proper indexing and filing) are accurate and complete; (j) each recipient of the opinion letter has acted in good faith, without notice of any defense against enforcement of rights created by, or adverse claim to any property or security interest transferred or created as part of, the Transaction, and has complied with all laws applicable to it that affect the Transaction; (k) the Transaction and the conduct of the parties to the Transaction comply with any requirement of good faith, fair dealing and conscionability; (l) agreements (other than the Developer Agreements as to which opinions are being rendered) and judgments, decrees and orders reviewed in connection with rendering the opinions will be enforced as written; (m) there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, modify or qualify the terms of the Developer Agreements or the rights of the parties thereunder; (n) the payment of all required documentary stamp taxes, intangible taxes and other taxes and fees imposed upon the execution, filing or recording of documents, except to the extent expressly set forth in this opinion letter; and (o) with respect to the Transaction and the Developer Agreements, including the inducement of the parties to enter into and perform their respective obligations thereunder, there has been no mutual mistake of fact or undue influence and there exists no fraud or duress.

When used in this opinion letter, the phrases “to our knowledge,” “known to us” or the like means the conscious awareness of the lawyers in the “primary lawyer group” (as defined below) of factual matters such lawyers recognize as being relevant to the opinion or confirmation so qualified. Such phrases do not imply that we have undertaken any independent investigation within our firm, with the Developer or with any third party to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of the Developer. Where any opinion or confirmation is qualified by the phrase “to our knowledge,” “known to us” or the like, it means that the lawyers in the “primary lawyer group” are without any actual knowledge or conscious awareness that the opinion or confirmation is untrue in any respect material to the opinion or confirmation. For purposes of this opinion letter, “primary lawyer group” means (i) the lawyer who signs his name or the name of the firm to this opinion letter, (ii) the lawyers currently in the firm who are actively involved in preparing or negotiating this opinion letter, specifically \_\_\_\_\_, and (iii) the lawyers in the firm who are actively involved in negotiating or documenting the Transaction or the Developer Agreements on behalf of the Developer.

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



1. The Developer is a limited liability company, duly organized and validly existing under the laws of the State of Florida.

2. The Developer has the power and authority to conduct its business and undertake the Phase 3B/C Project as described in the Limited Offering Memorandum.

3. The execution, delivery and performance by the Developer of the Developer Agreements are within the powers of the Developer and have been duly authorized by all required corporate action. The Developer Agreements are the legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms and do not violate the Developer's Organizational Documents. To the best of our knowledge, the Developer Agreements are in full force and effect as of the date hereof, and we are not aware of any event occurring which, with the passage of time or giving of notice or both, would constitute an event of default by the Developer thereunder.

4. Based on a review of that certain Owner's Policy of Title Insurance (Policy Number \_\_\_\_\_) issued by [\_\_\_\_\_] and having an Effective Date of \_\_\_\_\_, 2021 (collectively, the "**Title Report**"), and without independent inquiry, fee simple title to the Property is held by the Developer and is subject only to the liens, encumbrances, easements and agreements set forth in the Title Report. The opinion in this paragraph is given as of the date of the Title Report, and we disclaim any obligation to advise you of any change which thereafter may have been brought to our attention. We offer no opinion as to the correctness of the Title Report, and have not undertaken any independent verification as to the title of the Property; however, nothing has come to our attention that would lead us to believe that the Title Report is incorrect.

5. To our knowledge, the levy of the Series 2021 Assessments on the Property will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which its property or assets is subject.

6. There is no litigation pending or, to our knowledge, threatened against the Developer or the Property which would prevent or prohibit the development of the Phase 3B/C Project in accordance with the description thereof in the Limited Offering Memorandum relating to the 2021 Bonds.

7. The 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 in the State of Florida. To our knowledge, based on representations made to us by the Developer, the 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.



8. Based upon a certificate of the Developer as to agreements to which the Developer is a party, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material adverse effect on the 2021 Bonds or the Phase 3B/C Project.

9. Nothing has come to our attention that would lead us to believe that the information contained under the captions "THE PHASE 3B/C PROJECT AND SERIES 2021 PROJECT," "THE DEVELOPER," "THE DEVELOPMENT," and "LITIGATION – The Developer" in the Preliminary Limited Offering Memorandum, dated \_\_\_\_\_, 2021 (the "**Preliminary Offering Memorandum**") and together with the Limited Offering Memorandum, the "**Limited Offering Memoranda**"), and the Limited Offering Memorandum is not true and correct in any material respect, or contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading, as of the respective dates of the Limited Offering Memoranda and as of the date hereof.

10. Based upon our review of the published Clay County, Florida tax records, all [2021] and prior years taxes relating to the Property have been paid and there are no real estate taxes currently due which are unpaid.

11. Based on our review of the development approvals, we are of the opinion that the Property is zoned and properly designated in the Clay County Comprehensive Plan to permit the development of the Property as described in the Limited Offering Memorandum. Except as disclosed in the Limited Offering Memorandum, to our actual knowledge, there is no default by the Developer of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete development of the Property as described in the Limited Offering Memorandum.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

1. We express no opinion as to any consent, approval, authorization or other action or filing necessary for the ongoing operation of the Developer's business.

2. The opinions regarding enforceability of the Developer Agreements contained in this opinion letter are limited by: (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and transfer, and similar law affecting the rights and remedies of creditors generally; and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

3. When used in this opinion letter, the term "Applicable Laws" means the Florida laws, rules and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Developer, the Developer Agreements or the Transaction, but excluding the laws, rules and regulations set forth below:

All federal laws, rules and regulations and the following Florida laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws,



rules and regulations; (b) laws, rules and regulations regulating banks and other financial institutions, insurance companies and investment companies; (c) pension and employee benefit laws, rules and regulations; (d) labor laws, rules and regulations, including laws on occupational safety and health; (e) antitrust and unfair competition laws, rules and regulations; (f) laws, rules and regulations concerning compliance with fiduciary requirements; (g) laws, rules and regulations concerning the creation, attachment, perfection or priority of any lien or security interest; (h) laws, rules and regulations relating to taxation; (i) bankruptcy, fraudulent conveyance, fraudulent transfer and other insolvency laws; (j) environmental laws, rules and regulations; (k) laws, rules and regulations relating to patents, copyrights, trademarks, trade secrets and other intellectual property; (l) criminal and state forfeiture laws and any racketeering laws, rules or regulations; (m) other statutes of general application to the extent that they provide for criminal prosecution; (n) laws relating to terrorism or money laundering; (o) laws, regulations and policies concerning national and local emergency and possible judicial deference to acts of sovereign states; (p) filing or consent requirements under any of the foregoing excluded laws; and (q) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

4. No opinion is expressed herein with respect to any provision of the Developer Agreements that: (a) purports to excuse a party from liability for the party's own acts; (b) purports to make void any act done in contravention thereof; (c) purports to authorize a party to act in the party's sole discretion or purports to provide that determination by a party is conclusive; (d) requires waivers or amendments to be made only in writing; (e) purports to effect waivers of: (i) constitutional, statutory or equitable rights, (ii) the effect of Applicable Laws, (iii) any statute of limitations, (iv) broadly or vaguely stated rights, (v) unknown future defenses, or (vi) rights to damages; (f) purports to limit or alter laws requiring mitigation of damages; (g) concerns choice of forum, consent or submission to the personal or subject matter jurisdiction of courts, venue of actions, means of service of process, waivers of rights to jury trials, and agreements regarding arbitration; (h) purports to require a party thereto pay or reimburse attorneys' fees; (i) enumerates that remedies are not exclusive or that a party has the right to pursue multiple remedies without regard to other remedies elected or that all remedies are cumulative; (j) constitutes severability provisions; (k) permits the exercise, under certain conditions, of rights without notice or without providing opportunity to cure failures to perform; or (l) purports to entitle any party to specific performance of any provisions thereof.

5. We do not express any opinion as to the laws of any jurisdiction other than the State of Florida.

6. This opinion letter is furnished to you solely for your benefit in connection with the Transaction and may not be relied upon by any other party without our prior written consent in each instance.

7. This opinion letter speaks only as of the date hereof. We assume no obligation to update or supplement this opinion letter if any Applicable Laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts or other



developments, whether existing before or first arising after the date hereof, that might change the opinions expressed above.

8. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly stated herein.

Very truly yours,



## EXHIBIT H

### CERTIFICATE OF ENGINEER

November \_\_, 2021

Board of Supervisors  
Rolling Hills Community Development District  
Clay County, Florida

MBS Capital Markets, LLC  
Winter Park, Florida

Re: Rolling Hills Community Development District Capital  
Improvement Revenue Bonds, Series 2021A-1 and Capital  
Improvement Revenue and Refunding Bonds, Series 2021A-2  
(together, the "Series 2021 Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Rolling Hills Community Development District (the "District"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Agreement dated \_\_\_\_\_, 2021 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the Series 2021 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated \_\_\_\_\_, 2021 relating to the Series 2021 Bonds (the "Limited Offering Memorandum").

1. Alliant Engineering, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Fourth Supplemental Engineer's Report (the "Report") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Report in the Limited Offering Memorandum and to the inclusion of the Report as an appendix to the Limited Offering Memorandum.

2. The Report was prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Report personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Series 2021 Project. The Series 2021 Project consists solely of infrastructure and other improvements set forth



in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Report was, as of its date, or is as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE PHASE 3B/C PROJECT AND SERIES 2021 PROJECT," "THE DEVELOPMENT – Permitting," and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Report, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Series 2021 Project as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Series 2021 Project as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

**ALLIANT ENGINEERING, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT I

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

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
(Clay County, Florida)  
Capital Improvement Revenue Bonds, Series 2021A-1 and  
Capital Improvement Revenue and Refunding Bonds, Series 2021A-2**

### ISSUE PRICE CERTIFICATE

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds"). Capitalized terms shall have the meaning ascribed in Section 3 hereof.

The Underwriter and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Bonds (the "Bond Purchase Agreement"). Pursuant to the terms of the Bond Purchase Agreement, the Underwriter made a bona fide limited offering of all of the Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the cover page of the Limited Offering Memorandum, dated \_\_\_\_\_, 2021, relating to the Bonds.

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, if any, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A-1.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities. (a) The Underwriter offered the Hold-the-Offering-Price Maturities, if any, to the Public for purchase at the respective initial offering prices listed in Schedule A-2 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"). Pursuant to such agreement, the Underwriter has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Maturities set forth on Schedules A-1 and A-2 are all of the Maturities of the Bonds.

3. Defined Terms. (a) *General Rule Maturities* means those Maturities, **if any**, of the Bonds listed in Schedule A-1 hereto as the "General Rule Maturities."



(b) *Hold-the-Offering-Price Maturities* means those Maturities, **if any**, of the Bonds listed in Schedule A-2 hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2021), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *District* means Rolling Hills Community Development District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Statutory Underwriter or a related party to a Statutory Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2021.

(h) *Statutory Underwriter* means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Reserve Accounts. The Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account in amounts equal to the Series 2021A-1 Reserve Account Requirement and Series 2021A-2 Reserve Account Requirement, respectively, was necessary in order to market and sell the Bonds given the nature of the Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate executed by the District in connection with the issuance, sale and delivery of the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded



from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

**MBS CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Brett Sealy, Managing Partner

Dated: November \_\_, 2021



**SCHEDULE A-1**

**SALE PRICES OF THE GENERAL RULE MATURITIES**



**SCHEDULE A-2**

**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

*[None]*



**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**



**FORM 8038G STATISTICS**

*(Attached)*



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**SIXTH SUPPLEMENTAL TRUST INDENTURE**

**ROLLING HILLS  
COMMUNITY DEVELOPMENT DISTRICT**

**TO  
U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of November 1, 2021**

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

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## **SIXTH SUPPLEMENTAL TRUST INDENTURE**

**THIS SIXTH SUPPLEMENTAL TRUST INDENTURE** (this "Sixth Supplemental Indenture") is dated as of November 1, 2021, from **ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

**WHEREAS**, the District entered into a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture" and together with this Sixth Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Rolling Hills Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2006-14, adopted by the Governing Body of the District on June 1, 2006, the District authorized the issuance, sale and delivery of not to exceed \$42,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Fourth Judicial Circuit of Florida, in and for Clay County on September 11, 2006, the appeal period for which expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2015-08, on September 17, 2015, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2016-02, on December 9, 2015, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

**WHEREAS**, pursuant to Resolution No. 2016-01, adopted by the Governing Body of the District on December 9, 2015, the District authorized, issued and sold, among other things, its \$3,850,000 Rolling Hills Community Development District Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (the "Series 2015A-3 Bonds"), as an issue of Bonds under the Master Indenture, and ratified and confirmed the Master Indenture and authorized the execution and delivery of a



Fourth Supplemental Trust Indenture, dated as of November 1, 2015 (the "Fourth Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2015A-3 Bonds and to set forth the terms of the Series 2015A-3 Bonds; and

**WHEREAS**, the Series 2015A-3 Bonds are currently Outstanding in the aggregate principal amount of \$2,295,000; and

**WHEREAS**, the Series 2015A-3 Bonds were issued in exchange for and to restructure a portion of the District's Outstanding Capital Improvement Revenue Bonds, Series 2006A and Capital Improvement Revenue Bonds, Series 2006B, which were issued to finance a portion of the Costs of the acquisition, construction and equipping of certain assessable improvements (the "Series 2006 Project"); and

**WHEREAS**, the Series 2015A-3 Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2006 Project (the "Series 2015A-3 Assessments"), which, together with the Series 2015A-3 Pledged Funds and Accounts (as defined in the Fourth Supplemental Indenture) comprise the Series 2015A-3 Trust Estate (as defined in the Fourth Supplemental Indenture); and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem a portion of the Series 2015A-3 Bonds (such portion hereinafter referred to as the "Refunded Bonds") and to finance a portion of the Cost of the Series 2021 Project (as defined herein); and

**WHEREAS**, pursuant to Resolution No. 2022-[\_\_], adopted by the Governing Body of the District on October 12, 2021, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021 (the "Series 2021 Bonds"), further designated as Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1, in the aggregate principal amount of \$[A-1 Amount] (the "Series 2021A-1 Bonds") and Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2, in the aggregate principal amount of \$[A-2 Amount] (the "Series 2021A-2 Bonds"), which are issued hereunder as one and the same Series of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Sixth Supplemental Indenture to secure the issuance of the Series 2021 Bonds and to set forth the terms of the Series 2021 Bonds; and

**WHEREAS**, the District will apply the proceeds of the Series 2021 Bonds, together with other funds of the District, to (i) currently refund and redeem all of the Refunded Bonds, (ii) finance a portion of the Costs of acquiring, constructing and equipping assessable improvements comprising the Series 2021 Project, (iii) pay



certain costs associated with the issuance of the Series 2021 Bonds, (iv) make a deposit into the Series 2021A-1 Reserve Account to be held for the benefit of all of the Series 2021A-1 Bonds and into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds, and (v) pay a portion of the interest to become due on the Series 2021 Bonds; and

**WHEREAS**, the Series 2021 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2006 Project and the Series 2021 Project (the "Series 2021 Assessments"); and

**WHEREAS**, the execution and delivery of the Series 2021 Bonds and of this Sixth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2021 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Sixth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2021 Trust Estate (hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2021 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2021 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Sixth Supplemental Indenture and in the Series 2021 Bonds (a) has executed and delivered this Sixth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2021 Assessments (the "Series 2021 Pledged Revenues") and the Funds and Accounts (except for the Series 2021 Rebate Account and, with respect to the Series 2021A-1 Bonds, the Series 2021A-2 Reserve Account and with respect to the Series 2021A-2 Bonds, the Series 2021A-1 Reserve Account) established hereby (the



"Series 2021 Pledged Funds") which shall constitute the Trust Estate securing the Series 2021 Bonds (the "Series 2021 Trust Estate");

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

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2021 Bonds issued or to be issued under and secured by this Sixth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2021 Bond over any other Series 2021 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2021 Bonds or any Series 2021 Bond of a particular maturity issued, secured and Outstanding under this Sixth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2021 Bonds and this Sixth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Sixth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Sixth Supplemental Indenture, then upon such final payments, this Sixth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2021 Bonds or any Series 2021 Bond of a particular maturity, otherwise this Sixth Supplemental Indenture shall remain in full force and effect;

**THIS SIXTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2021 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Sixth Supplemental Indenture) and this Sixth Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2021 Bonds, as follows:



## ARTICLE I DEFINITIONS

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

**"Arbitrage Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

**"Assessment Methodology"** shall mean the [Supplemental Special Assessment Methodology Report], dated [\_\_\_\_\_], 2021, prepared by the Methodology Consultant.

**"Beneficial Owners"** shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2021 Bonds as to which such reference is made to enable such Series 2021 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

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

**"Bond Participants"** shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2021 Bonds as securities depository.

**"Collateral Assignment"** shall mean the [Collateral Assignment] between the District and the Developer, dated as of [Closing Date].

**"Completion Agreement"** shall mean the [Completion Agreement] between the District and the Developer, dated as of [Closing Date].

**"Conditions for Reduction of Reserve Account Requirement"** shall mean, collectively, that (i) all lots subject to Series 2021 Assessments have been developed and platted, (ii) all lots subject to Series 2021 Assessments have been sold by the Developer to builders and all such sales have closed, (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2021 Bonds and (iv) the Series 2021A-2 Bonds are no longer Outstanding. The District Engineer shall provide a written certification to the District and the Trustee certifying that the event in clause (i) has occurred and the District Manager shall



provide a written certification to the District and the Trustee certifying that the events in clauses (ii) and (iv) have occurred and affirming clause (iii), on which certifications the Trustee may conclusively rely.

**"Continuing Disclosure Agreement"** shall mean the Continuing Disclosure Agreement, by and among the District, the Developer and Governmental Management Services, LLC, as dissemination agent, dated as of [Closing Date].

**"Delinquent Assessment Interest"** shall mean Series 2021A-1 Assessment Interest or Series 2021A-2 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A-1 Assessment Interest or Series 2021A-2 Assessment Interest has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

**"Delinquent Assessment Principal"** shall mean Series 2021A-1 Assessment Principal or Series 2021A-2 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A-1 Assessment Principal or Series 2021A-2 Assessment Principal has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

**"Delinquent Assessments"** shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

**"Developer"** shall mean Waltham Development Co., a Florida corporation.

**"Direct Billed"** shall mean Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

**"DTC"** shall mean The Depository Trust Company, and its successors and assigns.

**"Engineer's Report"** shall mean the [Fourth Supplemental Engineer's Report], dated [June 3], 2021, prepared by Alliant Engineering, Inc., a copy of which is attached hereto as Exhibit A.

**"Government Obligations"** shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

**"Interest Payment Date"** shall mean each May 1 and November 1, commencing May 1, 2022.



**"Majority Owners"** shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2021 Bonds.

**"Methodology Consultant"** shall mean Governmental Management Services, LLC.

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

**"On a pro rata basis"** shall mean the Outstanding principal amount of each of the Series 2021A-1 Bonds and Series 2021A-2 Bonds, respectively, divided by the total Outstanding principal amount of the Series 2021 Bonds.

**"Operation and Maintenance Assessments"** shall mean assessments described in Section 190.021(3) of the Act, for the maintenance of District facilities or the operations of the District.

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

**"Redemption Date"** shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2021 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2021 Bonds.

**"Series 2021 Assessment Area"** shall mean the approximately eighty (80) gross acres within the District, consisting of Phases 3B and 3C, planned to include 247 residential units, as more fully described in the Engineer's Report and Assessment Methodology.

**"Series 2021 Assessment Proceedings"** shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2021 Assessments which include Resolution Nos. 2015-08, 2015-09, 2016-02 and 2022-[], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2021 Assessments and the Assessment Methodology as approved thereby.

**"Series 2021 Assessments"** shall mean the Series 2021A-1 Assessments and the Series 2021A-2 Assessments.

**"Series 2021A-1 Assessments"** shall mean the principal and interest of Assessments received by the District which corresponds to a proportionate amount of the principal and interest of the Series 2021A-1 Bonds.

**"Series 2021A-1 Assessment Interest"** shall mean the interest on the Series 2021A-1 Assessments which is pledged to the Series 2021A-1 Bonds.



***"Series 2021A-1 Assessment Principal"*** shall mean the principal amount of Series 2021A-1 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2021A-1 Bonds, other than applicable Delinquent Assessment Principal and Series 2021A-1 Prepayments.

***"Series 2021A-1 Assessment Revenues"*** shall mean all revenues derived by the District from the Series 2021A-1 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021A-1 Bonds.

***"Series 2021A-2 Assessments"*** shall mean the principal and interest of Assessments received by the District which corresponds to a proportionate amount of the principal and interest of the Series 2021A-2 Bonds.

***"Series 2021A-2 Assessment Interest"*** shall mean the interest on the Series 2021A-2 Assessments which is pledged to the Series 2021A-2 Bonds.

***"Series 2021A-2 Assessment Principal"*** shall mean the principal amount of Series 2021A-2 Assessments received by the District which represents a proportionate amount of the principal of the Series 2021A-2 Bonds, other than applicable Delinquent Assessment Principal and Series 2021A-2 Prepayments.

***"Series 2021A-2 Assessment Revenues"*** shall mean all revenues derived by the District from the Series 2021A-2 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021A-2 Bonds.

***"Series 2021 Investment Obligations"*** shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;



(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P; and

(e) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by an Authorized Officer of the District is permitted under the Indenture and is a legal investment for funds of the District.

**"Series 2021A-1 Prepayment Interest"** shall mean the interest on the Series 2021A-1 Prepayments received by the District.

**"Series 2021A-2 Prepayment Interest"** shall mean the interest on the Series 2021A-2 Prepayments received by the District.

**"Series 2021A-1 Prepayments"** shall mean the excess amount of Series 2021A-1 Assessment Principal received by the District over the Series 2021A-1 Assessment Principal included within a Series 2021A-1 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2021 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021A-1 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"Series 2021A-2 Prepayments"** shall mean the excess amount of Series 2021A-2 Assessment Principal received by the District over the Series 2021A-2 Assessment Principal included within a Series 2021A-2 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2021 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021A-2 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.



**"Series 2021 Project"** shall mean that portion of the Capital Improvement Program to be financed in part with the proceeds of the Series 2021 Bonds on deposit in the Series 2021 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

**"Series 2021A-1 Reserve Account Requirement"** shall mean an amount equal to the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds, as of the time of any such calculation, until such time as the Conditions for Reduction of Reserve Account Requirement are met, at which time and thereafter the Series 2021A-1 Reserve Account Requirement shall be an amount equal to fifty percent (50)% of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2021A-1 Bonds, the Series 2021A-1 Reserve Account Requirement shall be \$[2021A-1 RAR].

**"Series 2021A-2 Reserve Account Requirement"** shall mean an amount equal the maximum annual interest requirement for the Series 2021A-2 Bonds, as calculated from time to time, which amount on the date of initial issuance is \$[2021A-2 RAR]

**"Substantially Absorbed"** shall mean the date on which the principal amount of the Series 2021A-1 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2021A-1 Bonds is levied on tax parcels within the Series 2021 Assessment Area with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

**"True-Up Agreement"** shall mean the [True-Up Agreement] between the District and the Developer, dated as of [Closing Date].

**"Uniform Method"** shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

## **ARTICLE II**

### **AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2021 BONDS**

**Section 201. Authorization of Series 2021 Bonds; Separate Series Designations for Certain Limited Purposes; Book-Entry Only Form.** The Series 2021 Bonds are hereby authorized to be issued for the purposes enumerated in the recitals hereto in one Series but designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital



Improvement Revenue and Refunding Bonds, Series 2021A-2." The Series 2021 Bonds are for all purposes under the Indenture one and the same Series of Bonds. The Series 2021 Bonds shall be substantially in the forms attached hereto as Exhibit B. Each Series 2021A-1 Bond shall bear the designation "2021A-1R" and shall be numbered consecutively from 1 upwards and each Series 2021A-2 Bond shall bear the designation "2021A-2R" and shall be numbered consecutively from 1 upwards.

The Series 2021 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021 Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2021 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2021 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bond, for the purpose of registering transfers with respect to such Series 2021 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021 Bond evidencing the obligation of the District



to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Sixth Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2021 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2021 Bonds, or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2021 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2021 Bonds shall designate, in accordance with the provisions hereof.

**Section 202. Terms.** The Series 2021 Bonds shall be issued as [ ] ([ ]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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**Section 203. Dating; Interest Accrual.** Each Series 2021 Bond shall be dated [Closing Date]. Each Series 2021 Bond shall also bear its date of authentication. Each Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2021 Bond has been paid, in which event such Series 2021 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2021 Bonds, in which event such Series 2021 Bond shall bear interest from its date. Interest on the Series 2021 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2022, and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months.



**Section 204. Denominations.** The Series 2021 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

**Section 205. Paying Agent.** The District appoints the Trustee as Paying Agent for the Series 2021 Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2021 Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2021 Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021 Bonds, all the Series 2021 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2021 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Sixth Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Sixth Supplemental Indenture;
- (f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2021 Project;
- (g) a certificate of the Methodology Consultant addressing the validity of the Series 2021 Assessments;
- (h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

Payment to the Trustee of the net proceeds of the Series 2021 Bonds in the amount of \$[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the underwriter.



### **ARTICLE III REDEMPTION OF SERIES 2021 BONDS**

**Section 301. Bonds Subject to Redemption.** The Series 2021 Bonds are subject to redemption prior to maturity as provided in the respective forms thereof attached hereto as Exhibit B. Interest on Series 2021A-1 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2021A-1 Interest Account or from the Series 2021 Revenue Account to the extent moneys in the Series 2021A-1 Interest Account are insufficient for such purpose. Interest on Series 2021A-2 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2021A-2 Interest Account or from the Series 2021 Revenue Account to the extent moneys in the Series 2021A-2 Interest Account are insufficient for such purpose. Moneys in the Series 2021A-1 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2021A-1 Bonds.

**Section 302. Conditional Notice.** Notwithstanding anything in the Master Indenture or this Sixth Supplemental Indenture to the contrary, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

### **ARTICLE IV DEPOSIT OF SERIES 2021 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

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

(a) within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2021 Acquisition and Construction Account; and (ii) a Series 2021 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2021 Debt Service Account and therein a Series 2021A-1 Sinking Fund Account, a Series 2021A-1 Interest Account, a Series 2021A-1 Capitalized Interest Account, a Series 2021A-2 Principal Account, a Series 2021A-2 Interest Account and a Series 2021A-2 Capitalized Interest Account; and (ii) a Series 2021 Redemption Account and therein a Series 2021A-1 Prepayment Subaccount, a Series 2021A-2 Prepayment Subaccount and a Series 2021A-1 Optional Redemption Subaccount;



(c) within the Reserve Fund held by the Trustee: (i) a Series 2021A-1 Reserve Account, which shall be held for the benefit of all of the Series 2021A-1 Bonds, without distinction as to Series 2021A-1 Bonds and without privilege or priority of one Series 2021A-1 Bond over another; and (ii) a Series 2021A-2 Reserve Account, which shall be held for the benefit of all of the Series 2021A-2 Bonds, without distinction as to Series 2021A-2 Bonds and without privilege or priority of one Series 2021A-2 Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2021 Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2021 Rebate Account.

**Section 402. Use of Series 2021 Bond Proceeds.** The net proceeds of sale of the Series 2021 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2021 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), plus \$[OM] of other moneys (the "Other Moneys") (consisting of \$[\_\_\_\_\_] transferred from the Series 2015A-3 Reserve Account), for a grand total of \$[\_\_\_\_\_] shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[2021A-1 RAR] from the proceeds of the Series 2021A-1 Bonds, representing the Series 2021A-1 Reserve Account Requirement at the time of issuance of the Series 2021A-1 Bonds, shall be deposited to the credit of the Series 2021A-1 Reserve Account and \$[2021A-2 RAR] from the proceeds of the Series 2021A-2 Bonds, representing the Series 2021A-2 Reserve Account Requirement at the time of issuance of the Series 2021A-2 Bonds, shall be deposited to the credit of the Series 2021A-2 Reserve Account;

(b) \$[COI] from the proceeds of the Series 2021 Bonds, representing the costs of issuance relating to the Series 2021 Bonds, shall be deposited to the credit of the Series 2021 Costs of Issuance Account;

(c) \$[2021A-1 CAPI] from the proceeds of the Series 2021A-1 Bonds, representing Capitalized Interest on the Series 2021A-1 Bonds through and including November 1, 2022, shall be deposited to the credit of the Series 2021A-1 Capitalized Interest Account and \$[2021A-2 CAPI] from the proceeds of the Series 2021A-2 Bonds, representing Capitalized Interest on the Series 2021A-2 Bonds through and including November 1, 2022, shall be deposited to the credit of the Series 2021A-2 Capitalized Interest Account;

(d) \$[CD] from the proceeds of the Series 2021 Bonds shall be deposited to the credit of the Series 2021 Acquisition and Construction Account; and



(e) the balance of the proceeds of the Series 2021A-2 Bonds, \$[ED Proceeds], plus the Other Moneys for a total of \$[Total ED], shall be deposited to the Series 2015A-3 Optional Redemption Subaccount of the Series 2015A-3 Redemption Account established pursuant to the Fourth Supplemental Indenture and used to refund and redeem the Refunded Bonds on [Redemption Date].

**Section 403. Series 2021 Acquisition and Construction Account; Series 2021 Costs of Issuance Account.**

(a) Amounts on deposit in the Series 2021 Acquisition and Construction Account shall be applied to pay Costs of the Series 2021 Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture and on the form attached hereto as Exhibit C. The Trustee shall have no duty to verify that any requested disbursement from the Series 2021 Acquisition and Construction Account is for a Cost of the Series 2021 Project. The Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Series 2021 Project which are required to be reserved in the Series 2021 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred first to the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-2 Bonds until such Series 2021A-2 Bonds are no longer Outstanding and then to the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds in accordance with Section 301 hereof and in the manner prescribed in the respective forms of Series 2021 Bonds attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not establish a Date of Completion until after the Conditions for Reduction of Reserve Account Requirement have been satisfied and moneys have been transferred from the Series 2021A-1 Reserve Account to the Series 2021 Acquisition and Construction Account as a result of such satisfaction pursuant to Section 405 hereof. At such time as there are no amounts on deposit in the Series 2021 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2021 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2021 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six months from the date of issuance of the Series 2021 Bonds, any amounts deposited in the Series 2021 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2021 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds shall be paid from excess moneys on deposit in the Series 2021 Revenue Account



pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2021 Costs of Issuance Account shall be closed.

**Section 404. Series 2021A-1 Capitalized Interest Account; Series 2021A-2 Capitalized Interest Account.** Amounts on deposit in the Series 2021A-1 Capitalized Interest Account shall, until and including November 1, 2022, be transferred into the Series 2021A-1 Interest Account and applied to the payment of interest first coming due on the Series 2021A-1 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2021 Acquisition and Construction Account, whereupon the Series 2021A-1 Capitalized Interest Account shall be closed.

Amounts on deposit in the Series 2021A-2 Capitalized Interest Account shall, until and including November 1, 2022, be transferred into the Series 2021A-2 Interest Account and applied to the payment of interest first coming due on the Series 2021A-2 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2021 Acquisition and Construction Account, whereupon the Series 2021A-2 Capitalized Interest Account shall be closed.

**Section 405. Series 2021A-1 Reserve Account; Series 2021A-2 Reserve Account.** The Series 2021A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-1 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2021A-1 Reserve Account shall be used only for the purpose of making payments into the Series 2021A-1 Interest Account and the Series 2021A-1 Sinking Fund Account to pay Debt Service on the Series 2021A-1 Bonds, when due, without distinction as to Series 2021A-1 Bonds and without privilege or priority of one Series 2021A-1 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021A-1 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to recalculate the Series 2021A-1 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021A-1 Reserve Account (i) resulting from Prepayments of Series 2021A-1 Assessments into the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds, (ii) resulting from a reduction of the Series 2021A-1 Reserve Account Requirement as the result of the Conditions for Reduction of Reserve Account Requirement being met into the Series 2021 Acquisition and Construction Account and used for the purposes of such Account, or (iii) resulting from investment earnings as provided in Section 408(f) hereof.



On the earliest date on which there is on deposit in the Series 2021A-1 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021A-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021A-1 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021A-1 Reserve Account into the Series 2021A-1 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021A-1 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

The Series 2021A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-2 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2021A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2021A-2 Interest Account and the Series 2021A-2 Principal Account to pay Debt Service on the Series 2021A-2 Bonds, when due, without distinction as to Series 2021A-2 Bonds and without privilege or priority of one Series 2021A-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021A-2 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to recalculate the Series 2021A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021A-2 Reserve Account (other than excess resulting from investments, which shall be governed by Section 408(f) hereof) into the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-2 Bonds.

On the earliest date on which there is on deposit in the Series 2021A-2 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021A-2 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021A-2 Reserve Account into the Series 2021A-2 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021A-2 Bonds on the earliest Redemption Date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account shall, upon the occurrence and continuance of an Event of Default,



be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

**Section 406. Amortization Installments; Selection of Bonds for Redemption.** (a) The Amortization Installments established for the Series 2021A-1 Bonds shall be as set forth in the form of Series 2021A-1 Bonds attached hereto. No Amortization Installments are established for the Series 2021A-2 Bonds.

(b) Upon any redemption of Series 2021A-1 Bonds (other than Series 2021A-1 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2021A-1 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2021A-1 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2021A-1 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2021A-1 Bonds.

**Section 407. Tax Covenants.** The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Series 2021 Revenue Account; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Sixth Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021A-1 Assessment Revenues other than Series 2021A-1 Prepayments (which Series 2021A-1 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021A-1 Prepayment Subaccount), (ii) Series 2021A-2 Assessment Revenues other than Series 2021A-2 Prepayments (which Series 2021A-2 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021A-2 Prepayment Subaccount), (iii) Series 2021A-1 Prepayment Interest and Series 2021A-2 Prepayment Interest, and



(iv) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) (i) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2021A-1 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021A-1 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-1 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021A-1 Bonds set forth in the form of Series 2021A-1 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(ii) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2021A-2 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021A-2 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021A-2 Bonds set forth in the form of Series 2021A-2 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer (i) from the Series 2021A-1 Capitalized Interest Account to the Series 2021A-1 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-1 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021A-1 Interest Account, or (y) the amount remaining in the



Series 2021A-1 Capitalized Interest Account and (ii) from the Series 2021A-2 Capitalized Interest Account to the Series 2021A-2 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-2 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021A-2 Interest Account, or (y) the amount remaining in the Series 2021A-2 Capitalized Interest Account.

Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2021A-1 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021A-1 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021A-1 Capitalized Interest Account in accordance with this Section 408(d) and (ii) the amount already on deposit in the Series 2021A-1 Interest Account not previously credited, and to the Series 2021A-2 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021A-2 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021A-2 Capitalized Interest Account in accordance with this Section 408(d) and (ii) the amount already on deposit in the Series 2021A-2 Interest Account not previously credited;

**SECOND**, on May 1, 20[ ] and on each May 1 thereafter, to the Series 2021A-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021A-1 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021A-1 Sinking Fund Account not previously credited and on May 1, 20[ ], to the Series 2021A-2 Principal Account, the amount, if any, equal to the difference between the principal of all Series 2021A-2 Bonds maturing on such May 1, and the amount already on deposit in the Series 2021A-2 Principal Account not previously credited;

**THIRD**, to the Series 2021A-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-1 Reserve Account Requirement with respect to the Series 2021A-1 Bonds, and to the Series 2021A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-2 Reserve Account Requirement with respect to the Series 2021A-2 Bonds; and

**FOURTH**, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of



issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

In the event that the amounts to be applied pursuant to clauses FIRST through THIRD above shall be insufficient to satisfy the requirements of any such clause, the moneys available to be applied to satisfy the requirements of such clause shall be applied on a pro rata basis in the order provided above.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Acquisition and Construction Account, the Series 2021A-1 Interest Account, the Series 2021A-1 Capitalized Interest Account, the Series 2021A-2 Interest Account and the Series 2021A-2 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021A-1 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-1 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021A-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021A-1 Reserve Account shall be deposited into the Series 2021A-1 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-1 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021A-1 Reserve Account and have created such a deficiency, then earnings on investments



in the Series 2021A-1 Reserve Account shall be retained in the Series 2021A-1 Reserve Account until the amount on deposit therein is equal to the Series 2021A-1 Reserve Account Requirement, and then earnings on investments in the Series 2021A-1 Reserve Account shall be deposited into the Series 2021A-1 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021A-1 Reserve Account made pursuant to Section 405 hereof.

Earnings on investments in the Series 2021A-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021A-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021A-2 Reserve Account shall be deposited into the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-2 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021A-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021A-2 Reserve Account shall be retained in the Series 2021A-2 Reserve Account until the amount on deposit therein is equal to the Series 2021A-2 Reserve Account Requirement, and then earnings on investments in the Series 2021A-2 Reserve Account shall be deposited into the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021A-2 Reserve Account made pursuant to Section 405 hereof.



## **ARTICLE V CONCERNING THE TRUSTEE**

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

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

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

## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds; Limitation on Parity Assessments.** Other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and the Series 2021A-2 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

## **ARTICLE VII MISCELLANEOUS**

**Section 701. Confirmation of Master Indenture.** As supplemented by this Sixth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Sixth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms,



conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Sixth Supplemental Indenture and to the Series 2021 Bonds issued hereunder.

**Section 702. Continuing Disclosure Agreement.** Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

**Section 703. Additional Covenant Regarding Assessments.** In addition to, and not in limitation of, the covenants contained elsewhere in this Sixth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2021 Assessment Proceedings heretofore adopted with respect to the Series 2021 Assessments, including the Assessment Methodology, and to levy the Series 2021 Assessments and any required true-up payments set forth in the Assessment Methodology in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due. The Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners.

**Section 704. Collection of Assessments.** (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2021A-1 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2021A-1 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and Series 2021A-1 Assessments levied on platted lots and pledged hereunder to secure the Series 2021A-1 Bonds shall be collected pursuant to the Uniform Method. Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2021A-2 Assessments whether levied on unplatted lands or platted lots and pledged hereunder to secure the Series 2021A-2 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners.

(b) All Series 2021 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date.

**Section 705. Foreclosure of Assessment Lien.** Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2021 Assessments and Series 2021 Bonds.



If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

**Section 706. Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default.** In accordance with the provisions of the Indenture, the Series 2021 Bonds are payable solely from the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2021 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2021 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2021 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the Trustee notifying the District of such declared Event of Default the District had incurred a binding obligation with third parties for work on the Series 2021 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2021 Project that will cause the expenditure of additional funds from the Series 2021 Trust Estate



after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

**Section 707. Assignment of District's Rights Under Collateral Assignment.** Subject to the terms of the Collateral Assignment, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2021 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

**Section 708. Enforcement of True-Up Agreement and Completion Agreement.** The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, shall act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

**Section 709. Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2021 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

**Section 710. Provisions Relating to Bankruptcy or Insolvency of Landowner.** (a) The provisions of this Section 710 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Series 2021 Assessments pledged to the Series 2021 Bonds (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").

(b) The District acknowledges and agrees that, although the Series 2021 Bonds were issued by the District, the Owners of the Series 2021 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2021 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the Series 2021 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the Series 2021 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2021 Assessments, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or



reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2021 Assessments, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2021 Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect to the Series 2021 Assessments, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of subsection (b) above, nothing in this Section 710 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2021 Assessments whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

**Section 711. Additional Events of Default.** Section 902 of the Master Indenture is hereby amended with respect to the Series 2021 Bonds by inserting at the conclusion thereof the following paragraph:

"(h) More than twenty-five percent (25%) of the Series 2021 Assessments shall have become Delinquent Assessments and remain delinquent for more than



ninety (90) days and the Indenture provides for the Trustee to withdraw funds from the Series 2021A-1 Reserve Account or the Series 2021A-2 Reserve Account to pay Debt Service on the Series 2021A-1 Bonds or Series 2021A-2 Bonds, as applicable (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2021A-1 Reserve Account or the Series 2021A-2 Reserve Account to pay Debt Service on the Series 2021A-1 Bonds or the Series 2021A-2 Bonds, as applicable);

(i) Breach by the District of any covenant made by it in the Indenture, whether or not notice of such breach has been given and without the necessity for the passage of time; and

(j) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on the lands within the Series 2021 Assessment Area have not been paid, when due, and remain delinquent for more than sixty (60) days."

**Section 712. Enforcement of Remedies.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District covenants and agrees that it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Series 2021 Assessments collected directly by the District when due, that the entire Series 2021 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

**Section 713. Requisite Owners for Direction or Consent.** Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent (51%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.



**Section 714. No Duty to File Annual Report.** Anything in Section 808(a) of the Master Indenture to the contrary notwithstanding, the District shall not be required to file an annual report with the Trustee.

**Section 715. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 716. Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Sixth Supplemental Indenture to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Sixth Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

**(SEAL)**

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

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

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



**EXHIBIT A**

**DESCRIPTION OF SERIES 2021 PROJECT**

[See Report of District Engineer Attached Hereto]



**EXHIBIT B**  
**FORMS OF SERIES 2021 BONDS**  
**[FORM OF SERIES 2021A-1 BOND]**

No. 2021A-1R-

\$[ ]

**UNITED STATES OF AMERICA**  
**STATE OF FLORIDA**  
**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL IMPROVEMENT REVENUE BOND,**  
**SERIES 2021A-1**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	May 1, 20[ ]	[Closing Date]	

**Registered Owner:**      **CEDE & CO.**

**Principal Amount:**

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event



of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2" (collectively, the "Series 2021 Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Sixth Supplemental Trust Indenture, dated as of November 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2021 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021 Bonds, together with other funds of the District, to (i) currently refund and redeem a portion of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3, (ii) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2021 Project, (iii) pay certain costs associated with the issuance of the Series 2021 Bonds, (iv) make a deposit into the Series 2021A-1 Reserve Account to be held for the benefit of all of the Series 2021A-1 Bonds and into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds, and (v) pay a portion of the interest to become due on the Series 2021 Bonds.



NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2021 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2021 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2021 Assessments, the terms and conditions under which the Series 2021 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2021 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021 Bonds are equally and ratably secured by the Series 2021 Trust Estate, without preference or priority of one Series 2021 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021 Bonds as to the lien and pledge of the Series 2021 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2021 Assessments.

The Series 2021 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof



(an "Authorized Denomination"); provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[\_\_\_], at the Redemption Price of the principal amount of the Series 2021A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-1 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together



with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bonds maturing May 1, 20[\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2021A-1 Bonds maturing May 1, 20[\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

As more particularly set forth in the Indenture, any Series 2021A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment



will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2021A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021A-1 Bonds as set forth in the Supplemental Indenture.

The Series 2021A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) after there are no longer Series 2021A-2 Bonds Outstanding, on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021A-1 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2021A-1 Prepayments, required by the Indenture to be deposited into the Series 2021A-1 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021A-1 Reserve Account to the Series 2021A-1 Prepayment Subaccount resulting from a reduction in the Series 2021A-1 Reserve Account Requirement resulting from Prepayments of Series 2021A-1 Assessments as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-1 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A-1 Bonds shall be called for redemption, the particular Series 2021A-1 Bonds or portions of Series 2021A-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 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 2021 Bonds or



such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any



Series 2021 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021 Bonds as to the Series 2021 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

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

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

**(SEAL)**

### **CERTIFICATE OF AUTHENTICATION**

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

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

Date of Authentication:

[Closing Date]\_\_\_\_\_

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

### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Circuit of Florida, in and for Clay County entered on September 11, 2006.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Rolling Hills  
Community Development District



## **[FORM OF ABBREVIATIONS]**

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

## **[FORM OF ASSIGNMENT]**

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

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

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

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



**[FORM OF SERIES 2021A-2 BOND]**

**No. 2021A-2R-**

**\$[ ]**

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE AND REFUNDING BOND,  
SERIES 2021A-2**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	May 1, 20[ ]	[Closing Date]	

**Registered Owner:      CEDE & CO.**

**Principal Amount:**

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person who, on a special record date



which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "\$[A-1 Amount] Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1" and "\$[A-2 Amount] Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2" (collectively, the "Series 2021 Bonds") issued as one Series under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Sixth Supplemental Trust Indenture, dated as of November 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2021 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021 Bonds, together with other funds of the District, to (i) currently refund and redeem a portion of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3, (ii) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2021 Project, (iii) pay certain costs associated with the issuance of the Series 2021 Bonds, (iv) make a deposit into the Series 2021A-1 Reserve Account to be held for the benefit of all of the Series 2021A-1 Bonds and into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds, and (v) pay a portion of the interest to become due on the Series 2021 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR



GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2021 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2021 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2021 Assessments, the terms and conditions under which the Series 2021 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2021 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021 Bonds are equally and ratably secured by the Series 2021 Trust Estate, without preference or priority of one Series 2021 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021 Bonds as to the lien and pledge of the Series 2021 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2021 Assessments.

The Series 2021 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of



\$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021A-2 Bonds are not subject to redemption prior to maturity at the option of the District.

The Series 2021A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021A-2 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2021A-2 Prepayments, required by the Indenture to be deposited into the Series 2021A-2 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021A-2 Reserve Account to the Series 2021A-2 Prepayment Subaccount resulting from a reduction in the Series 2021A-2 Reserve Account Requirement resulting from Prepayments of Series 2021A-2 Assessments as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A-2 Bonds shall be called for redemption, the particular Series 2021A-2 Bonds or portions of Series 2021A-2 Bonds to be redeemed



shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 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 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became



due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2021 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021 Bonds as to the Series 2021 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

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

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, Rolling Hills Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_  
Chairman, Board of Supervisors

**(SEAL)**

### **CERTIFICATE OF AUTHENTICATION**

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

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

Date of Authentication:

[Closing Date]\_\_\_\_\_

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

### **CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Circuit of Florida, in and for Clay County entered on September 11, 2006.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Rolling Hills  
Community Development District



## **[FORM OF ABBREVIATIONS]**

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

## **[FORM OF ASSIGNMENT]**

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

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

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

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



## EXHIBIT C

### FORM OF REQUISITION FOR SERIES 2021 PROJECT

The undersigned, an Authorized Officer of Rolling Hills Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of November 1, 2006 (the "Master Indenture"), as supplemented by the Sixth Supplemental Trust Indenture from the District to the Trustee, dated as of November 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2021 Project and each represents a Cost of the Series 2021 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2021 Costs of Issuance Account that has not previously been paid out of such Account.

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



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

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

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the Series 2021 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2021 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2021 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

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



**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED OCTOBER \_\_, 2021**

**NEW ISSUE - BOOK-ENTRY ONLY**

**NOT RATED**

*In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2021 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax. Such interest also may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.*

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
(Clay County, Florida)**

**\$\_\_\_\_\_ \* Capital Improvement Revenue Bonds, Series 2021A-1**

**\$\_\_\_\_\_ \* Capital Improvement Revenue and Refunding Bonds, Series 2021A-2**

**Dated: Date of delivery**

**Due: May 1, as shown below**

The \$\_\_\_\_\_ \* Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and \$\_\_\_\_\_ \* Rolling Hills Community Development District (Clay County, Florida) Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021 Bonds") are being issued by the Rolling Hills Community Development District (the "District") pursuant to a Master Trust Indenture dated as of November 1, 2006 (the "Master Indenture") from the District to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Sixth Supplemental Trust Indenture dated as of November 1, 2021 (the "Sixth Supplement," and, together with the Master Indenture, the "Indenture") from the District to the Trustee. The Series 2021 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in [minimum] aggregate principal amounts of \$100,000 [and] integral multiples of \$5,000 in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2006-9 enacted by the Board of County Commissioners of Clay County, Florida on March 14, 2006, and effective on March 21, 2006.

The Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds. The Series 2021 Pledged Revenues consist of the revenues derived by the District from the Series 2021 Assessments (as defined in this Limited Offering Memorandum). The Series 2021 Pledged Funds include all of the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS."

The Series 2021 Bonds, when issued, will be registered in the name of Cede & Co., as the owner and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2021 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2021 Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co. as the nominee of DTC and the registered owner thereof. Disbursements of such payments to



the DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants, as more fully described herein. Any purchaser as a beneficial owner of a Series 2021 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2021 Bond. See "DESCRIPTION OF THE SERIES 2021 BONDS - Book-Entry Only System" herein. The Series 2021 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. Interest on the Series 2021 Bonds is payable semi-annually on each May 1 and November 1, commencing May 1, 2022.

Some or all of the Series 2021 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts, and at the redemption prices as more fully described herein.

The Series 2021 Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem a portion of the District's Capital Improvement Revenue Refunding Bonds, Series 2015A-3; (ii) finance a portion of the Cost of the acquiring, constructing and equipping assessable improvements comprising the Phase 3B/C Project, as more particularly described herein; (iii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iv) make a deposit into the Series 2021A-1 Reserve Account to be held for the benefit of all of the Series 2021A-1 Bonds and into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds; and (v) pay a portion of the interest to become due on the Series 2021 Bonds.

THE SERIES 2021 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE SERIES 2021 TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, CLAY COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2021 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, ASSESSMENTS (AS DEFINED HEREIN) TO SECURE AND PAY THE SERIES 2021 BONDS. THE SERIES 2021 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, CLAY COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

THE SERIES 2021 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE FLORIDA LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2021 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS. THE SERIES 2021 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2021 BONDS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

This cover page contains information for quick reference only. It is not a summary of the Series 2021 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.



**AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS<sup>†</sup>**

\$ \_\_\_\_\_ % Series 2021A-1 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>  
\$ \_\_\_\_\_ % Series 2021A-1 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>  
\$ \_\_\_\_\_ % Series 2021A-1 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>  
\$ \_\_\_\_\_ % Series 2021A-1 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>  
\$ \_\_\_\_\_ % Series 2021A-2 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>

*The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 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, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its in-house counsel, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2021 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about November \_\_, 2021.*

**MBS CAPITAL MARKETS, LLC**

Dated: \_\_\_\_\_, 2021

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\* Preliminary, subject to change.

<sup>†</sup> The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.



**RED HERRING LANGUAGE:**

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. 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 2021 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum “final,” except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.



**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS**

Shannon Jordan, Chair  
John M. Miller, Vice Chair  
Rose Bock\*\*, Supervisor  
David Church, Supervisor  
Vacant, Supervisor

**DISTRICT MANAGER AND METHODOLOGY CONSULTANT**

Governmental Management Services, LLC  
St. Augustine, Florida

**DISTRICT COUNSEL**

Hopping Green & Sams, P.A.  
Tallahassee, Florida

**DISTRICT ENGINEER**

Alliant Engineering, Inc.  
Jacksonville, Florida

**BOND COUNSEL**

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

**COUNSEL TO THE UNDERWRITER**

Bryant Miller Olive P.A.  
Orlando, Florida

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\* Affiliate, employee or appointee of Waltham Development Co.



## **REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM**

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Developer, the District Engineer, the Methodology Consultant, and other sources that are believed by the Underwriter to be reliable. The District, the District Manager, the Developer, the District Engineer and the Methodology Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, 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.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from



those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS.

THE SERIES 2021 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 2021 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, CLAY COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2021 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER CLAY COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS LIMITED OFFERING MEMORANDUM, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS LIMITED OFFERING MEMORANDUM ARE FOR CONVENIENCE OF REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTION IN THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE DISTRICT'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT



THE DISTRICT, THE DEVELOPMENT OR THE DEVELOPER, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.



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## LIMITED OFFERING MEMORANDUM

*relating to*

### ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT (Clay County, Florida)

\$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2021A-1

\$\_\_\_\_\_ Capital Improvement Revenue and Refunding Bonds, Series 2021A-2

## INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Rolling Hills Community Development District (the “District”), in connection with the offering and issuance by the District of its Capital Improvement Revenue Bonds, Series 2021A-1 (the “Series 2021A-1 Bonds”) and its Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (the “Series 2021A-2 Bonds” and, together with the Series 2021A-1 Bonds, the “Series 2021 Bonds”). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the “Act”) and Ordinance No. 2006-9 enacted by the Board of County Commissioners of Clay County, Florida on March 14, 2006, and effective on March 21, 2006 (the “Ordinance”). The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of November 1, 2006 (the “Master Indenture”) from the District to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a Sixth Supplemental Trust Indenture dated as of November 1, 2021 (the “Sixth Supplement” and, together with the Master Indenture, the “Indenture”) from the District to the Trustee, and resolutions of the District authorizing the issuance of the Series 2021 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the copy of the Master Indenture and the form of the Sixth Supplement, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision.

THE SERIES 2021 BONDS ARE NOT RATED OR CREDIT ENHANCED, AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE “SUITABILITY FOR INVESTMENT” AND “BONDOWNERS’ RISKS” HEREIN).

PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL INFORMATION AND ARRANGE TO VISIT THE DISTRICT AS DESCRIBED HEREIN UNDER THE CAPTION



“SUITABILITY FOR INVESTMENT.” THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the infrastructure necessary for community development in Rolling Hills at Lake Asbury (the “Development”). The Act authorizes the District to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, street lights and other basic infrastructure projects within or without the boundaries of the District, as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2021 Bonds are being issued to, together with other funds of the District, refund a portion of the District’s outstanding Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (such refunded portion is referred to herein as the “Refunded Bonds”), pay a portion of the costs of certain capital improvements, as more fully described herein, pay certain costs associated with the issuance of the Series 2021 Bonds, make a deposit into the Series 2021A-1 Reserve Account for the benefit of all of the Series 2021A-1 Bonds, make a deposit into the Series 2021A-2 Reserve Account to be held for the benefit of all of the Series 2021A-2 Bonds, and pay a portion of the interest to become due on the Series 2021 Bonds.

The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments (as defined in the Indenture) and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. Series 2021 Assessments will be levied and collected on the approximately eighty (80) acres of land consisting of Subphases 3B and 3C of the Development and anticipated to be platted into 247 residential units (the “Series 2021 Assessment Area”).

The Series 2021 Assessments represent an allocation of a portion of the costs of the Series 2006 Project and the Series 2021 Project, including bond financing costs, to the Series 2021 Assessment Area in accordance with the Master Special Assessment Methodology Report for Phase 3B/C Project, dated June 22, 2021 (the “Master Report”) and the Supplemental Special Assessment Methodology Report dated [X, 2021] (the “Supplemental Report” and, together with the Master Report, the “Assessment Report”), prepared by Governmental Management Services, LLC, St. Augustine, Florida. The Assessment Report is attached hereto as APPENDIX B.

“Assessments” is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of



the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

The District covenants and agrees in the Indenture that, other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and the Series 2021A-2 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. Substantially Absorbed is defined in the Indenture to mean the date on which the principal amount of the Series 2021A-1 Assessments equaling ninety percent (90%) of the then-Outstanding principal amount of the Series 2021A-1 Bonds is levied on tax parcels within the Series 2021 Assessment Area with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

There follows in this Limited Offering Memorandum a brief description of the District, the Phase 3B/C Project (as hereinafter defined and of which the Series 2021 Project is a part) and the components thereof, the Development and the Developer, together with summaries of the terms of the Indenture, the Series 2021 Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2021 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 form of the Sixth Supplement are attached hereto as composite APPENDIX C. The information herein under the caption "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer and has been included herein without independent investigation by the District or District Counsel or the Underwriter or its counsel, and the Underwriter makes no representation or warranty concerning the accuracy or completeness of such information.

### **SUITABILITY FOR INVESTMENT**

While the Series 2021 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2021 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2021 Bonds only to, "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of



the initial offering to accredited investors does not denote restrictions on transfers in any secondary market for the Series 2021 Bonds. Prospective investors in the Series 2021 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 2021 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2021 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2021 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to:

Brett Sealy  
MBS Capital Markets, LLC  
152 Lincoln Avenue  
Winter Park, Florida 32789  
(407) 808-0685

## **THE DISTRICT**

### **General**

The District was established pursuant to the Ordinance. The District consists of approximately 562.32 acres of land located in unincorporated Clay County, Florida (the "County").

### **Legal Powers and Authority**

The District is an independent local unit of special-purpose government created in accordance with the Act. The Act provides 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 "State"). The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of certain infrastructure for community development.

The Act provides that community development districts have the power to issue general obligation, revenue, and special assessment revenue debt obligations in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to levy



and assess ad valorem taxes or non-ad valorem assessments, including the Series 2021 Assessments, on all taxable property within their boundaries to pay the principal of and interest on debt obligations issued and to provide for any sinking or other funds established in connection with any such debt obligation issues. Pursuant to the Act, such assessments may be collected and enforced in the same manner and time as county property taxes.

Among other provisions and powers, the Act gives the District's Board of Supervisors the authority to (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof, and to construct and operate connecting 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 applicable specifications of the county in which such District roads are located; roads and improvements to existing roads that are owned by or conveyed to the local general-purpose government, the state, or the federal government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines; buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage; (iv) conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property; (v) any other project, facility or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses; and security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems; (b) borrow money and issue bonds of the District; (c) levy, collect and enforce special assessments; (d) impose and foreclose special assessment liens as provided in the Act; and (e) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District authorized by the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits. These functions are collectively performed by the County and their departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens on the District's property or revenues, but does not limit the right of any owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the Series 2021 Bonds.

### **Board of Supervisors**

The governing body of the District is the Board of Supervisors, which is composed of five Supervisors (the "Supervisors"). The Act provides that, at a meeting of the landowners held



within ninety (90) days of establishment of the District, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). Upon the later of six (6) years after the initial appointment of Supervisors and the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected (as their terms expire) by vote of the qualified electors of the District. A qualified elector is a registered voter, a resident of the District and the State of Florida 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 to four-year terms. The other Supervisor will be elected by landowners for a four-year term and is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve staggered four-year terms. If there is a vacancy on the Board, the remaining Board members are to fill such vacancy for the unexpired term.

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 qualified electors and 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:

The current members of the Board and their respective term expiration dates are set forth below.

<u><b>Name</b></u>	<u><b>Title</b></u>	<u><b>Term Expires</b></u>
Shannon Jordan	Chair	November 2024
John M. Miller	Vice Chair	November 2024
Rose Bock*	Vice Chair	November 2022
David Church	Supervisor	November 2022
[To be filled on 10/12]	Supervisor	November 2024

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\* Affiliate, employee or appointee of Waltham Development Co. (as hereinafter defined)



The Act empowers the Board of Supervisors to adopt administrative rules and regulations with respect to any projects of the District, and to enforce penalties for the violation of such rules and regulations. The Act permits the Board of Supervisors to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

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.

### **District Manager and Other Consultants**

The Act requires the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board.

The District has hired Governmental Management Services, LLC (the "District Manager") to serve as District Manager. The District Manager's office is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and its telephone number is (904) 940-5850.

The District Manager's typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and governmental liaison for the District. The District Manager's responsibilities include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel; Alliant Engineering, Inc., Jacksonville, Florida, as District Engineer; and Governmental Management Services, LLC, St. Augustine, Florida, as Methodology Consultant to prepare the Assessment Report for the Series 2021 Bonds. Governmental Management Services, LLC has not been engaged to provide advice regarding the structuring or pricing of the Series 2021 Bonds.

### **DISTRICT INDEBTEDNESS AND PRIOR DEFAULT HISTORY**

On November 21, 2006, the District previously issued its \$14,805,000 Capital Improvement Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and its \$11,330,000 Capital Improvement Revenue Bonds, Series 2006B (the "Series 2006B Bonds" and, together with the Series 2006A Bonds, the "Series 2006 Bonds") pursuant to the Master Indenture, as supplemented



by the First Supplemental Trust Indenture dated as of November 1, 2006, from the District to the Trustee, for the primary purpose of financing the acquisition and construction of certain infrastructure improvements within the District, including roadway and transportation improvements; water, sewer, and reuse water facilities; stormwater management facilities; entry features, landscaping and signage; recreational improvements, including the amenity center, boardwalks, paths, and parks.

The Series 2006 Bonds were initially secured by special assessments levied on all of the lands within the District. At the time of issuance of the Series 2006 Bonds, the special assessments securing the Series 2006A Bonds (the "Series 2006A Assessments") were anticipated to be allocated to all 761 residential units originally planned within the District and the special assessments securing the Series 2006B Bonds (the "Series 2006B Assessments" and, together with the Series 2006A Assessments, the "Series 2006 Assessments") were anticipated to be allocated to the same 761 residential units originally planned within the District; provided that the Series 2006B Assessments were anticipated to be prepaid by builder(s) at the time of closing of each residential unit with an end user.

The original landowner and developer of the lands within the District was Rolling Hills Venture, LLC (the "Original Developer"), a Virginia limited liability company and an affiliated entity of the East West Partners Group. Due to non-payment of certain Series 2006 Assessments by the Original Developer, the District did not collect sufficient revenues to pay the total debt service due on the Series 2006 Bonds beginning with the May 1, 2011 debt service payment. Following subsequent insufficient collections for the November 1, 2011 and May 1, 2012 debt service payment dates, the District declared an Event of Default for all of the Series 2006 Bonds pursuant to the Master Indenture. The Original Developer also failed to pay the District operation and maintenance assessments (the "O&M Assessments").

At the time of default, Wachovia Bank, now Wells Fargo and Company, held a mortgage on the lands within the District. In February 2013, Common Bond Capital Partners, LLC ("Common Bond"), a California limited liability company, acquired a minority interest in the defaulted Series 2006 Bonds through negotiations with Wachovia Bank and the holders of the Series 2006 Bonds. Such negotiations included CBCP Rolling Hills Landco, LLC ("CBCP Landco"), a Delaware limited liability company whose sole member is Common Bond, acquiring the remaining unsold developed lots and undeveloped lands in the District from the Original Developer. Such lands were purchased in February 2013 and included ninety-three (93) lots in Phase 1, 129 lots in Subphase 2A and 439 lots within Subphase 2B and Phase 3 (collectively, the "Delinquent Lands"). The total purchase price for the Delinquent Lands was \$700,000 (inclusive of payment of delinquent real estate taxes).

The acquisition of the Delinquent Lands by CBCP Landco was conditioned on the District, the Trustee (acting on behalf of the holders of the Series 2006 Bonds) and CBCP Landco entering into a Forbearance Agreement dated February 1, 2013, as amended on March 12, 2015 (the "Forbearance Agreement"). The Forbearance Agreement provided for conditional forbearance of CBCP Landco's obligation to pay the Series 2006 Assessments as follows:



*Phase 1 Lands:* CBCP Landco was required to bring all ad valorem and non-ad valorem assessments current on Phase 1 lands within forty-five (45) days of the execution of the Forbearance Agreement and further timely pay all property taxes, O&M Assessments and the Series 2006A Assessments while the District agreed to forbear in the collection of the Series 2006B Assessments until the earlier of a lot sale to a builder or November 1, 2015; and

*Subphase 2A, Subphase 2B and Phase 3 Lands:* CBCP Landco was required to timely pay all property taxes and O&M Assessments while the District agreed to forbear in the collection of the Series 2006 Assessments until the earlier of a lot sale to a retail buyer or November 1, 2015.

Additionally, pursuant to the Forbearance Agreement, the Delinquent Lands were subject to a Mortgage Agreement, whereby upon an occurrence of a default under the Forbearance Agreement, the Trustee (at the direction of the majority holders of the Series 2006 Bonds), could foreclose the mortgage or accept deed in lieu of foreclosure with respect to the Delinquent Lands. The Mortgage Agreement was secured by \$500,000 and upon the sale of a lot to a retail buyer, such lot would be released from the security lien of the Mortgage Agreement.

On December 10, 2015, CBCP Landco, holders of the Series 2006 Bonds and the District entered into a Settlement Agreement to effectuate an exchange of the Series 2006 Bonds for four (4) sub-series of Series 2015 Bonds (the "2015 Restructuring"). The Series 2006A Bonds then outstanding in the par amount of \$8,470,000 and the Series 2006B Bonds then outstanding in the par amount of \$3,025,000 were exchanged for the District's \$2,500,000 Capital Improvement Revenue Refunding Bonds, Series 2015A-1 (the "Series 2015A-1 Bonds"), \$1,930,000 Capital Improvement Revenue Refunding Bonds, Series 2015A-2 (the "Series 2015A-2 Bonds"), \$3,850,000 Capital Improvement Revenue Refunding Bonds, Series 2015A-3 (the "Series 2015A-3 Bonds") and \$2,245,000 Capital Improvement Revenue Refunding Bonds, Series 2015B (the "Series 2015B Bonds" and, together with the Series 2015A-1 Bonds, the Series 2015A-2 Bonds and the Series 2015A-3 Bonds, the "Series 2015 Bonds"). The 2015 Restructuring required, among other things, for CBCP Landco to pay an amount sufficient to satisfy the respective debt service reserve fund requirements for the Series 2015A-1 Bonds and the Series 2015A-2 Bonds, and to pay all cost of issuance expenses not otherwise paid from available funds. Also, in connection with the 2015 Restructuring, \$190,000 in aggregate principal of the Series 2006A Bonds and \$780,000 in aggregate principal of the Series 2006B Bonds were cancelled.

The Series 2015A-1 Bonds were issued pursuant to the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated as of November 1, 2015. The Series 2015A-1 Bonds are secured by special assessments (the "Series 2015A-1 Assessments") that are currently levied on 145 developed residential lots located within Phase 1 and Subphase 2A. The Series 2015A-1 Bonds are currently outstanding in the par amount of \$1,830,000.

The Series 2015A-2 Bonds and the Series 2015B Bonds were issued pursuant to the Master Indenture, as supplemented by a Third Supplemental Trust Indenture dated as of November 1,



2015. The Series 2015A-2 Bonds are secured by special assessments (the “Series 2015A-2 Assessments”) that are currently levied on 114 developed residential lots located within Phase 1 and Subphase 2A. The Series 2015B Bonds were secured by special assessments levied over the same lots and the Series 2015B Bonds were subordinate to the Series 2015A-2 Bonds. The Series 2015B Bonds have been paid in full. The Series 2015A-2 Bonds are currently outstanding in the par amount of \$1,445,000.

The Series 2015A-3 Bonds were issued pursuant to the Master Indenture, as supplemented by a Fourth Supplemental Trust Indenture dated as of November 1, 2015. The Series 2015A-3 Bonds are currently secured by special assessments (the “Series 2015A-3 Assessments”) that are levied on lands within Subphases 2B, Subphase 3B and Subphase 3C planned for 300 residential lots. The owners of the Series 2015A-3 Bonds, which consists of Common Bond and certain of its members, provided its consent to the Trustee to ensure all debt service payments required by CBCP Landco as the landowner of the lands subject to the Series 2015A-3 Assessments to remain current as to payment of the debt service on the Series 2015A-3 Bonds, even if a draw on the debt service reserve fund was required. In May 2020, a draw on the Series 2015A-3 Reserve Account was made to make a portion of the May 1, 2020 debt service payment. Common Bond and certain of its members, as bondholder, provided consent to the Trustee to reduce the debt service reserve requirement on the Series 2015A-3 Bonds. CBCP Landco subsequently paid their delinquent assessments in full.

On July 29, 2020, CBCP Landco sold the lands constituting Subphase 3A within the Development planned for 139 residential units to Waltham Development Co., a Florida corporation (“Waltham Development”) whose shareholders include four (4) of the five (5) key principals of Common Bond. As a result of such sale, the landowner and developer of the lands constituting Subphase 3A within the Development planned for 139 residential units is Waltham Development. On October 20, 2020, the District issued its \$2,625,000 Capital Improvement Revenue Bonds, Series 2020A-1 (the “Series 2020A-1 Bonds”) and its \$1,840,000 Capital Improvement Revenue Bonds, Series 2020A-2 (the “Series 2020A-2 Bonds” and, together with the Series 2020A-1 Bonds, the “Series 2020 Bonds”) to refund that portion of the then outstanding Series 2015A-3 Bonds levied on Subphase 3A within the Development and to fund neighborhood infrastructure costs allocable to such subphase. The Series 2020 Bonds are secured by the Series 2020 Assessments levied on the approximately fifty-six (56) acres of undeveloped lands constituting Subphase 3A of the Development that is planned for 139 residential lots. The Series 2020 Bonds are currently outstanding in the par amount of \$4,425,000.

As discussed further herein, CBCP Landco sold the lands constituting Subphase 3B and Subphase 3C within the Development planned for 247 residential units (defined further herein as the Series 2021 Assessment Area) to Garden Street Communities Southeast, LLC (“Garden Street Communities”).

The Series 2015A-3 Bonds are currently outstanding in the par amount of \$2,295,000 and will be partially refunded by the Series 2021A-2 Bonds. Such portion of the Series 2015A-3 Bonds to be refunded corresponds to the Series 2015A-3 Assessments levied on the Series 2021



Assessment Area which lien will be extinguished upon the issuance of the Series 2021 Bonds. The remaining Series 2015A-3 Assessments do not overlap with the Series 2015A-1 Assessments, the Series 2015A-2 Assessments, and the Series 2020 Assessments and will not overlap with the Series 2021 Assessments.

## **PLAN OF REFUNDING**

The District issued the Series 2015A-3 Bonds pursuant to the 2015 Restructuring. See “DISTRICT INDEBTEDNESS AND PRIOR DEFAULT HISTORY” herein. The Series 2015A-3 Bonds are secured by the Series 2015A-3 Assessments levied over lands comprising Subphases 2B, Subphase 3B and Subphase 3C of the District planned for 300 lots that are in various stages of development (the “Series 2015A-3 Assessment Area”). The Series 2015A-3 Assessments are allocated upon development completion and platting. The Series 2015A-3 Assessment Area currently includes fifty-three (53) platted residential units within Subphase 2B and undeveloped lands within Subphase 3B and Subphase 3C on which the remaining portion of the Series 2015A-3 Assessments are levied and yet to be assigned. The Series 2015A-3 Bonds are currently outstanding in the aggregate principal amount of \$2,295,000 with a final maturity of May 1, 2037, and an average fixed interest rate of 6.7%.

The portion of the Series 2015A-3 Bonds in the principal amount of \$1,890,000 being refunded with proceeds of the Series 2021A-2 Bonds is secured by the Series 2015A-3 Assessments levied on approximately eighty (80) acres of undeveloped lands constituting Subphases 3B and 3C of the Development that is planned for 247 residential lots.

## **THE PHASE 3B/C PROJECT AND SERIES 2021 PROJECT**

The District Engineer has prepared a Fourth Supplemental Engineer's Report dated June 3, 2021 (the "Engineer's Report") which is included herein as "APPENDIX A – ENGINEER'S REPORT." The information herein is qualified in its entirety by reference to such Engineer's Report, which should be read in its entirety.

The Phase 3B/C Project described in the Engineer's Report is estimated to cost approximately \$7.7 million and includes neighborhood infrastructure costs allocable to the Series 2021 Assessment Area consisting of water and sewer facilities, potable and reuse water, certain roadways, stormwater management system, landscaping and engineering, softs costs and contingency. Enumeration of the estimated costs of the Phase 3B/C Project are provided in the table below.

<b>Infrastructure</b>	<b>Phase 3B/C Project Costs</b>
Pond   Excavation, seed, and mulch	\$470,000
Roads   Earthwork, underdrain, asphalt, curbs	\$1,400,000
Drainage   Inlets, pipes, and control structure	\$1,800,000
Sanitary Sewer   Pipes, manholes, and laterals	\$1,030,000
Potable Water   Pipes, valves, fire hydrants, joints, and laterals	\$560,000



Reuse Water   Pipes, valves, joints and laterals	\$470,000
Common Areas   Landscaping and engineering	\$50,000
Soft Costs   Engineering and architecture	\$50,000
Mobilization,	\$583,000
Contingency	<u>\$1,282,600</u>
<b>Total</b>	<b>\$7,695,600</b>

Proceeds of the Series 2021 Bonds will be utilized to acquire and/or construct a portion of the Phase 3B/C Project in the estimated amount of \$5.0 (such funded portion being referred to herein as the "Series 2021 Project"). The District does not intend to issue any additional Series of Bonds to fund additional portions of the Phase 3B/C Project. The remainder of the Phase 3B/C Project not funded with proceeds of the Series 2021 Bonds is expected to be funded by the Developer (as hereinafter defined). The Developer estimates that as of October 1, 2021, it has expended approximately [\$X] in development related expenditures towards the Series 2021 Assessment Area.

The Developer will enter into a Completion Agreement whereby the Developer will agree to complete those portions of the Phase 3B/C Project not funded with proceeds of the Series 2021 Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the Phase 3B/C Project.

### **ASSESSMENT METHODOLOGY**

The Methodology Consultant has prepared the Master Special Assessment Methodology Report for Phase 3B/C Project, dated June 22, 2021 (the "Master Report") and the Supplemental Special Assessment Methodology Report dated [X, 2021] (the "Supplemental Report" and, together with the Master Report, the "Assessment Report") attached hereto as composite APPENDIX B that allocates the total benefit derived from the District's Phase 3B/C Project, including financing costs, to the benefitted lands in Subphase 3B and Subphase 3C of the District. As previously stated, such lands consist of approximately eighty (80) acres planned for 247 residential units and are herein referred to as the Series 2021 Assessment Area.

Initially, the Series 2021A-1 Assessments securing the Series 2021A-1 Bonds will be levied on an equal per acre basis on the Series 2021 Assessment Area. Pursuant to the allocation methodology set forth in the Assessment Report, the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds will then be allocated on a per lot basis upon platting of the units within the Series 2021 Assessment Area. The Series 2021A-1 Bonds were sized to correspond to the collection of Series 2021A-1 Assessments from the 247 residential lots planned within the Series 2021 Assessment Area.

The Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds will initially be allocated over all acreage within the Series 2021 Assessment Area on an equal per acre basis. The Series 2021A-2 Assessments will then be assigned upon platting of lots within the Series 2021 Assessment Area.



The Series 2021A-1 Assessments are expected to be paid annually over a thirty (30) year period. The Series 2021A-2 Assessments are expected to be prepaid by the Developer at the time of a lot closing with a builder but no later than at home closing with a retail buyer, but nonetheless mature in approximately ten (10) years. The table below presents estimated principal and annual amounts of the Series 2021 Assessments that will be levied on the lands within the Series 2021 Assessment Area in connection with the Series 2021 Bonds.

<b>Product Type</b>	<b># Units</b>	<b>Est. Series 2021A-1 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-1 Bonds Gross Annual Debt Service Per Unit*</b>	<b>Est. Series 2021A-2 Bonds Principal Per Unit</b>	<b>Est. Series 2021A-2 Bonds Net Annual Debt Service Per Unit**</b>	<b>Est. Total Series 2021A Debt Per Unit</b>
Single-Family 50'	200	\$22,955	\$1,500	\$8,674	\$390	\$31,630
Single-Family 60'	47	\$22,955	\$1,500	\$15,003	\$675	\$37,958
<b>Total</b>	<b>247</b>					

\*Grossed up for early payment discount and County collection fees (6%)

\*\*The Series 2021A-2 Assessments will be direct billed and collected by the District.

## THE DEVELOPER

*The following information appearing under the captions "THE DEVELOPER" and "THE DEVELOPMENT" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Bondholders to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no persons other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2021 Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPER," "THE DEVELOPMENT" and "LITIGATION – Developer" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading.*

*To the extent it owns land subject to the Series 2021 Assessments, the Developer's obligation to pay the Series 2021 Assessments is limited solely to the obligation of any landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2021 Assessments.*

Garden Street Communities Southeast, LLC ("Garden Street Communities" or the "Developer"), a Florida limited liability company, is the developer of the lands within Subphase 3B and Subphase 3C of the Development which lands constitute the Series 2021 Assessment Area. The manager of the Developer is Bryan Adams, the president of Adams Homes and the only active homebuilder within the Series 2021 Assessment Area. Garden Street Communities was founded in September 2016 and has since developed and sold 551 lots with an additional 1,700



lots currently under development. Below is a list of recent Garden Street Communities projects in Florida:

<b>Project</b>	<b>Year Commenced</b>	<b># Lots</b>	<b>Location</b>
Tanglewood	2017	45	Pensacola, Florida
Sea Grass	2017	53	Pensacola, Florida
Heritage Park	2017	46	Lakeland, Florida
Sunset Pines	2018	39	Pensacola, Florida
Hamilton Crossing	2018	92	Pensacola, Florida
Belmont	2019	48	Pensacola, Florida
Charleston Place	2019	88	Crestview, Florida
Embers	2020	62	Pensacola, Florida
Krenson Bay	2019	78	Lakeland, Florida
Lake Juliana	2020	194	Lakeland, Florida
Abbey Glen	2020	107	Tampa, Florida
Hampton Chase	2020	106	Pensacola, Florida
Ridgeway Landing	2020	70	Crestview, Florida
Sunset Landing	2019	68	Spring Hill, Florida
Summerglen	2020	209	Jacksonville, Florida

## **THE DEVELOPMENT**

*The following information appearing under the caption "THE DEVELOPMENT" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective Beneficial Owners of the Series 2021 Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2021 Bonds, the Developer will represent in writing that the information herein under the caption "THE DEVELOPMENT" does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.*

Rolling Hills at Lake Asbury (the "Development") is located along County Road 739B in an area known as Lake Asbury, approximately thirty (30) miles southwest of downtown Jacksonville and thirty-five (35) miles northwest of the historical St. Augustine. The Development is situated approximately six (6) miles east of the City of Middleburg and seven (7) miles west of US Highway 17. US Highway 17 is a major north-south roadway connecting Green Cove Springs to the Cities of Orange Park and Jacksonville and to Interstate 95. Further, the First Coast Expressway located just east of the Development is a multi-lane, limited access toll road that, once completed, will cross parts of Duval, Clay, and St. Johns counties.



The Jacksonville International Airport is approximately forty-five (45) miles northeast of the Development via the First Coast Expressway and Interstate 295 and the St. Augustine and St. Johns County Airport, a general aviation airport, is approximately thirty-five (35) miles southeast of the Development.

The Development is located in close proximity to recreational opportunities, shopping and restaurants as well as medical facilities. The St. Johns River is located approximately five (5) miles east of the Development providing for various water-oriented recreational activities. The Asbury Commons Shopping Mall featuring a Winn-Dixie is located approximately two (2) miles west of the Development. Big box retail such as Home Depot, Walmart Supercenter, Michaels and Kohl's, along with additional retail and restaurants, are located at County Road 220 and US Highway 17 approximately eleven (11) miles northeast of the Development. In addition, medical care can be obtained at Kindred Hospital or Baptist and Wolfson Clay Emergency Room located within ten (10) miles southeast and northeast of the Development, respectively.

The current development plan for the lands within the District include 761 residential units and a clubhouse featuring a state-of-the art fitness center. Additional existing amenities within the Development include zero-entry pool with lap lanes, splash features and a water slide, six (6) tennis courts, sand volleyball courts, walking trails and playgrounds.

As discussed in further detail herein, the Development is planned for three (3) primary development phases (Phase 1, Phase 2 and Phase 3) with Subphase 2A and Subphase 2B within Phase 2 and Subphase 3A, Subphase 3B and Subphase 3C within Phase 3. Phase 1 and Subphase 2A consisting of 322 units have been constructed and sold to end-users. Development work for the fifty-three (53) residential lots within Subphase 2B is complete and all fifty-three (53) homes have been sold to end-users by Richmond American Homes. Development activities in Subphase 3A consisting of the 139 residential lots planned within the Development is currently underway by Waltham Development with completion anticipated to occur in [X] quarter of 2022. Development activities in the remaining subphases in Phase 3, Subphases 3B and 3C, is anticipated to commence in the fourth quarter of 2021 with completion anticipated in the fourth quarter of 2022.

The Series 2021 Assessments levied in connection with the Series 2021 Bonds are levied on the lands comprising the Series 2021 Assessment Area which consists of approximately eighty (80) acres planned for 247 residential units within Subphases 3B and 3C of the Development.

### **Land Acquisition/Development Financing**

On \_\_\_\_\_, 2021, the Developer acquired the approximately eighty (80) undeveloped acres constituting the Series 2021 Assessment Area for \$6,175,000 in cash. In addition to the purchase price, the Developer purchased 247 Equivalent Residential Connection (ERC) credits at a price of \$2,300/lot that are applicable towards permit/tap costs that a homebuilder would normally pay to secure a single-family residential building permit.



Proceeds of the Series 2021 Bonds will be used to acquire/construct certain improvements constituting the Phase 3B/C Project in the approximate amount of \$5.0 million. The District currently does not intend to issue any additional Series of Bonds to fund additional portions of the Phase 3B/C Project. As such, the Developer anticipates using equity to fund the remaining portions of the Phase 3B/C Project not funded with proceeds of the Series 2021 Bonds. As discussed further herein, development activities in the Series 2021 Assessment Area is anticipated to commence in December 2021. As of October 1, 2021, the Developer estimates it has expended [\$X] in development-related expenditures to-date pertaining to the design, engineering and permitting of Subphase 3B and Subphase 3C.

## **Environmental**

In conjunction with the Developer's purchase of the land constituting the Series 2021 Assessment Area, the Developer commissioned a Phase I Environmental Site Assessment, dated July 12, 2021 (the "Phase I ESA") from Universal Engineering Sciences. The Phase I ESA revealed no evidence of on-site environmentally recognized conditions.

## **Land Use**

The Development received zoning approval from the County as a planned unit development with an overall density of up to 790 single-family units (the "Rolling Hills PUD"). The Rolling Hills PUD consists of approximately 563 acres and is coterminous with the boundaries of the District. The 2021 Assessment Area will be developed pursuant to the conditions set forth in the Rolling Hills PUD.

## **Product Type/Phasing Plan**

As previously stated, the Development is planned to be developed in three (3) phases with subphases therein for the development of approximately 761 residential units. The first two (2) phases of the Development have been fully developed and include 375 residential lots ranging from 50' to 80' feet in width. Subphase 3A, planned for 139 residential units is currently under development by Waltham Development with completion anticipated in the [X] quarter of 2022. The information in the table below depicts the number of units by product type for the remaining planned development phases consisting of Subphase 3B and Subphase 3C and constituting the Series 2021 Assessment Area, which information is subject to change.

<b><u>Product- Type</u></b>	<b>Series 2021 Assessment Area</b>		<b><u>Total</u></b>
	<b><u>Subphase 3B</u></b>	<b><u>Subphase 3C</u></b>	
Single-Family 50'			200
Single-Family 60'			<u>47</u>
<b>Total</b>			<b>247</b>



## **Existing Development/Sales Activity**

Development activities in the Development initially commenced in 2006 but were halted due to adverse conditions in the real estate market. At such time, development activities within Phase 1 and Subphase 2A consisting of 322 residential lots were complete and the 439 lots planned within Subphase 2B and Phase 3 remained undeveloped. Further, approximately forty-five (45) homes had been built. Following acquisition of the finished lots and undeveloped lands by CBCP Landco in 2013, finished lot sales to builders and home sales activity commenced shortly thereafter in late 2013 and early 2014, respectively. Development activities subsequently recommenced with Subphase 2B upon the sale of such lands to Richmond American Homes for development of finished lots and home construction thereon. As of September 15, 2021, development of all 375 lots in Phase 1, Subphase 2A and Subphase 2B were complete and had been sold to end-users.

Waltham Development, the landowner and developer of Subphase 3A, commenced development activities in such subphase in the fourth quarter of 2020 and anticipates completion in [X] quarter of 2022. Further, LGI Homes – Florida, LLC (“LGI Homes”), a Florida limited liability company, has entered into a purchase and sale contract with Waltham Development for the purchase of 111 single-family 50’ lots planned within Subphase 3A. LGI Homes has had a previous presence in the Development with the purchase of 167 developed lots in Phase 1 and Subphase 2A of the Development. It is anticipated that the product offerings within Subphase 3A will include similar product offerings to what LGI Homes has previously offered. Home sales activities in such subphase are anticipated to commence in [X] quarter of 202[X].

Permitting activities for Subphases 3B and 3C are underway with approval of each anticipated in late October 2021. Development activities in Subphases 3B and 3C are expected to commence in December 2021 with completion anticipated within the fourth quarter of 2022.

## **Permitting**

As described in further detail in the Engineer’s Report, permits from St. Johns River Water Management District (“SJRWMD”) and U.S. Army Corps of Engineers (“USACE”) for stormwater management and wetland mitigation for the entire Development have been obtained. Further, all jurisdictional wetland impacts and mitigation costs were included in prior phases and do not impact the Series 2021 Assessment Area. A SJRWMD Environmental Resource Permit (“ERP”) is required for each subphase in order to commence development therein. A SJRWMD ERP for Subphase 3B and Subphase 3C of the Development planned for 247 residential units has been submitted for approval and is anticipated to be obtained in late October 2021. Further, the Developer has applied for all necessary permits and approvals including Clay County development permits for the infrastructure to serve Subphase 3B and Subphase 3B of the Development planned for 247 single-family units and anticipates County approval in late October.



The Engineer's Report attached hereto as APPENDIX A provides information regarding those permits that have been obtained and those that are required to be obtained to complete the Phase 3B/C Project. Upon issuance of the Series 2021 Bonds, the District Engineer will certify that any permits and approvals necessary for the Phase 3B/C Project that have not previously been obtained are expected to be obtained in the ordinary course of business.

## **Builder Contract**

[INSERT BUILDER CONTRACT]

Adams Homes was founded in 1991, initially constructing homes for homebuyers in Pensacola, Florida. Throughout the 1990's and early 2000's, the company grew into markets throughout Florida, Alabama, and Mississippi. Since 2005, Adams Homes has expanded into markets in North Carolina, South Carolina, Georgia, and most recently, in Texas. As one of the largest privately held home builders in the country, Adams Homes has built and sold over 50,000 homes across twenty-eight (28) individual divisions. Bryan Adams has served as the president of Adams Homes since 2014 and is the manager of the Developer. Adams Homes has constructed homes within numerous community development districts ("CDD") some of which include Aviary at Rutland Ranch CDD, Waterstone CDD, Hammock Bay CDD and Highland Meadows CDD. Adams Homes maintains a website at [www.adamshomes.com](http://www.adamshomes.com).

## **Projected Absorption**

It is the intent of the Developer to sell finished lots within the Series 2021 Assessment Area to Adams Homes for home construction thereon. As previously discussed herein, [X] residential units planned within the Series 2021 Assessment Area are currently under contract for purchase by Adams Homes. Homes sales activities is anticipated to commence in [X] quarter of 202[X]. The following table sets forth the Developer's anticipated pace of finished lot sales to Adams Homes in the Series 2021 Assessment Area.

<b>Product-Type</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>Total</b>
Single-Family 50'				200
Single-Family 60'				<u>47</u>
<b>Total</b>				<b>247</b>

The projections in the table above are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

## **Residential Product Offerings**

The Series 2021 Assessment Area is intended to be a continuation of similar product-offerings in the existing phases within the Development. The Developer anticipates that the



product offerings will include single-family homes ranging from approximately 1,300 to 2,700 square feet of living space with home prices ranging from \$310,000 to \$390,000. Adams Homes plans to construct one (1) model home within the Series 2021 Assessment Area with construction on such model home anticipated to commence in the [fourth] quarter of [2022].

### **Assessment Area**

The Phase 3B/C Project is estimated to cost approximately \$7.7 million and includes neighborhood infrastructure costs allocable to the Series 2021 Assessment Area consisting of water and sewer facilities, potable and reuse water, certain roadways, stormwater management system, landscaping, softs costs and contingency. As previously discussed under the heading “THE PHASE 3B/C PROJECT AND SERIES 2021 PROJECT,” a portion of the Phase 3B/C Project will be financed with proceeds of the Series 2021 Bonds in the approximate amount of \$5.0 million and such funded portion is referred to herein as the Series 2021 Project.

As more fully described under the heading “ASSESSMENT METHODOLOGY,” the Assessment Report initially allocates the Series 2021 Assessments over the gross acreage in the Series 2021 Assessment Area. As such acreage is developed and platted, the Series 2021 Assessments will be allocated to each unit based on the amounts set forth in the Assessment Report and as detailed herein under the heading “Annual Taxes, Fees and Assessments.” The Series 2021A-1 Assessments are expected to be paid annually over a thirty (30) year period while the Series 2021A-2 Assessments are expected to be prepaid at the time of lot closing with a builder but no later than home closing with a retail buyer.

### **Recreational Amenities**

The Development features a clubhouse with a fitness center, a zero-entry pool with lap lanes, splash features and a water slide, six (6) tennis courts, sand volleyball courts, hiking trails and playgrounds. Construction of the amenities is complete and was funded through proceeds from the District’s Series 2006 Bonds. The recreational facilities are owned and operated by the District.

### **Utility Agreement**

The predecessors to the Original Developer and Waltham Development, as successor to the Developer’s Agreement, have entered into a Developer’s Agreement with the Clay County Utility Authority whereby the Clay County Utility Authority will provide potable water, wastewater and reclaimed water services to the Development conditioned on Waltham Development meeting its obligations under the Developer’s Agreement. Capacity was initially reserved upon execution of the Developer’s Agreement in August 2006 through payment of service availability charges totaling \$576,853. Certain on-site infrastructure has been constructed and conveyed to the Clay County Utility Authority, including one (1) wastewater pumping station and associated force mains. Further, Waltham Development will construct one (1) additional wastewater pumping station and associated force mains that have been oversized to provide excess capacity for surrounding developments with the anticipation that such costs will



be reimbursed by the Clay County Utility Authority upon collection of the pro-rata share costs from future developers. Construction on such infrastructure has commenced and is anticipated to be complete by the [X] quarter of 202[X].

## **Utilities**

The Development is located within the franchise/service areas of the County which provides water, sewer and re-use services. The Clay Electric Co-Op provides electrical power to the Development. Comcast provides phone, internet and cable services to the Development.

## **Education**

Based upon current school zoning, children residing in the Development would generally attend Lake Asbury Elementary School, Lake Asbury Jr. High School and Clay County High School. Lake Asbury Jr. High School and Clay County High School both received a 'B' rating for 2019 according to the Florida Department of Education ("FDOE"). Lake Asbury Elementary School received an 'A' rating for 2019 according to FDOE, which are the most recent grades available.

## **Marketing**

It is anticipated that Adams Homes will undertake their own efforts towards the marketing of their specific offerings in the Development, including, without limitation, branded content, social media, workshops, events, frontage and signage, and public relations.

## **Fees and Assessments**

Each homeowner residing in the Series 2021 Assessment Area will pay annual taxes, assessments and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, Series 2021 Assessments, HOA fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

### *Property Taxes*

The 2020 millage rate for the area of the County where the Development is located is approximately 15.6047. Accordingly, by way of example, the annual property taxes for a \$250,000 taxable value home would be approximately \$3,901.

### *Homeowner's Association Fee*

All homeowners within the Series 2021 Assessment Area will be subject to annual homeowner's association ("HOA") fees for operation and maintenance of the HOA-owned facilities located within the Development as well as architectural review and deed restriction



enforcement. The HOA fees are currently [\$120 per year (\$30 per quarter)] for each product-type and will vary annually based on the adopted budget by the HOA for a particular year.

#### *District Special Assessments*

All homeowners residing in the Series 2021 Assessment Area will be subject to the Series 2021A-1 Assessments levied in connection with the Series 2021A-1 Bonds. In addition to the Series 2021A-1 Assessments, all homeowners within the Series 2021 Assessment Area will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the annual Series 2021A-1 Assessments and estimated O&M Assessments for FY2022/2023 that will be levied by the District for each respective product type within the Series 2021 Assessment Area.

<b>Product Type</b>	<b># of Lots</b>	<b>Annual Series 2021A-1 Gross Assessments Per Unit*</b>	<b>Annual FY2022/2023 Gross O&amp;M Assessments Per Unit**</b>
Single-Family 50'	200	\$1,500	\$1,093
Single-Family 60'	<u>47</u>	\$1,500	\$1,093
<b>Total</b>	<b>247</b>		

\* Grossed up early payment discounts and County collection costs (6%)

\*\*O&M Assessments are initially levied on a planned but not yet platted basis. The estimated gross annual FY22/23 O&M Assessments per undeveloped lot is \$820.

All lots in the Series 2021 Assessment Area will also be subject to the Series 2021A-2 Assessments levied in connection with the Series 2021A-2 Bonds. The Series 2021A-2 Assessments are expected to be prepaid upon the closing of a lot to a builder but no later than home closing with a retail buyer. The table below illustrates the Series 2021A-2 Assessments that will be levied by the District on each of the respective product-types within the Series 2021 Assessment Area.

<b>Product Type</b>	<b># of Lots</b>	<b>Est. Series 2021A-2 Bonds Principal Per Unit</b>	<b>Est. Annual Series 2021A-2 Net Assessments*</b>
Single-Family 50'	200	\$8,674	\$390
Single-Family 60'	<u>47</u>	\$15,003	\$675
<b>Total</b>	<b>247</b>		

\*Excludes early payment discounts and County collection costs.



## Competition

Based upon the location of the Development, it is anticipated that competition for the Series 2021 Assessment Area will primarily come from the active developments referenced below. The information appearing below was obtained from publicly available sources.

*Granary Park (Sandridge CDD)* encompasses approximately 291 acres and is located just east of the Development off of Sandridge Road. Granary Park is planned to include 771 residential units to be developed in three (3) phases. Construction on the first phase of the development which is intended to be developed with 238 single-family units commenced in January 2021 with completion anticipated to occur in the fourth quarter of 2021. Lennar Homes is currently anticipated to be the sole builder in the first phase with homes ranging in size from 1,600 to 3,200 square feet and average home prices starting in the \$250,000 range. Recreational facilities are anticipated to include a clubhouse featuring a state-of-the-art fitness center, a large resort-style pool, playgrounds, gazebos, open playing fields and dog parks. Granary Park is located within the Sandridge Community Development District. For more information on the Sandridge Community Development District please visit [www.emma.msrb.org](http://www.emma.msrb.org).

Cross Creek (Cross Creek North CDD) is an approximately 970-acre community located approximately two (2) mile east of the Development. Cross Creek is planned for 1,167 residential homes and is being developed by DR Horton. The initial phase of development consisting of 416 residential units is currently under way with lot sizes ranging from 40 to 70 feet in width. Single-family homes are currently being offered from approximately 1,400 to 4,200 square feet, ranging in price from the high \$100,000s to the high \$200,000s. Amenities planned include an approximately 4,097 square foot clubhouse, a pool and water park, a spa, and access to a lake dock. Cross Creek is located within the Cross Creek North Community Development District. For more information on the Cross Creek North Community Development District please visit [www.emma.msrb.org](http://www.emma.msrb.org).

*Anabelle Island (Anabelle Island CDD)* encompasses approximately 164 acres and is located just north of Sandridge Road in close proximity to the intersection of Sandridge Road and Russell Road. The landowner and developer of the development is an affiliate of KB Home. The development is intended to be developed in two (2) primary phases with sub-phases therein. Horizontal infrastructure in the first sub-phase of the development is currently underway with home sales expected to commence in late 2021 in conjunction with the grand opening. Anabelle Island is designed to include homes ranging in size from 1,342 to 2,716 square feet and is planned to feature a clubhouse, a large resort-style pool, splash pad, playgrounds, open playing fields and a tot lot. Anabelle Island is located within the Anabelle Island Community Development District. For more information on the Anabelle Island Community Development District please visit [www.emma.msrb.org](http://www.emma.msrb.org).

*Edgewater Landing*, located five (5) miles southeast of the Development, is a gated, waterfront community spanning 114 acres on the southern banks of Peter's Creek. Planned for 171 residential homes, this development includes homes being offered by DR Horton and Adams



Homes ranging in size from 1,540 square feet to 3,000 square feet with home prices starting in the high \$200,000s. Amenities include a waterfront park featuring a playground, picnic pavilion and a raised walkway to the 120-foot-long dock.

*Azalea Ridge* is a DR Horton Express Homes community located approximately eleven (11) miles northwest of the Development planned for 698 residential units. This development features homes ranging in size from 1,490 square feet to 2,499 square feet with prices starting from the low \$200s.

*Willow Springs* is a DR Horton Express Homes community located approximately seven (7) miles southeast of the Development and planned for 379 residential units. This development features homes ranging in size from 1,490 square feet to 2,499 square feet with prices starting from the low \$200s.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Developer feels pose primary competition to the Series 2021 Assessment Area.

## **DESCRIPTION OF THE SERIES 2021 BONDS**

### **General Description**

The Series 2021 Bonds are issuable as fully registered bonds, without coupons, in the Authorized Denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in [minimum] aggregate principal amounts of \$100,000 [and] integral multiples of \$5,000 in excess of \$100,000.

The Series 2021 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing May 1, 2022 (each, an “Interest Payment Date”), which interest shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. The Series 2021 Bonds will mature on such dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

The interest payable on each Series 2021 Bond, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner thereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of any Series 2021 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation at the



designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent, unless the Series 2021 Bonds are held in the book-entry system, in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds).

The Series 2021 Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act initially as securities depository for the Series 2021 Bonds and, so long as the Series 2021 Bonds are held in book-entry only form, Cede & Co. will be considered the registered owner for all purposes hereof. See “--Book-Entry Only System” below for more information about DTC and its book-entry only system.

### **Redemption Provisions for Series 2021 Bonds**

Optional Redemption. The Series 2021A-1 Bonds are subject to redemption prior to maturity at the option of the District in whole, or in part on any date on or after May 1, 20\_\_, at the Redemption Price of the principal amount of the Series 2021A-1 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021A-2 Bonds are not subject to redemption prior to maturity at the option of the District.

Mandatory Redemption in Part of Series 2021A-1 Bonds. The Series 2021A-1 Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Sixth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

\*

\_\_\_\_\_  
\*Maturity

The Series 2021A-1 Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Sixth Supplement in satisfaction of applicable



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

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

The Series 2021A-1 Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Sixth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

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\*Maturity

The Series 2021A-1 Bonds maturing May 1, 20\_\_ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021A-1 Sinking Fund Account established under the Sixth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:



May 1 of the  
Year

Amortization  
Installment  
\$

\*

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\*Maturity

As more particularly set forth in the Indenture, any Series 2021A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of the Series 2021A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of Series 2021A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021A-1 Bonds as set forth in the Indenture.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2021A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) after there are no longer Series 2021A-2 Bonds Outstanding, on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021A-1 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2021A-1 Prepayments, required by the Indenture to be deposited into the Series 2021A-1 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021A-1 Reserve Account to the Series 2021A-1 Prepayment Subaccount resulting from a reduction in the Series 2021A-1 Reserve Account Requirement resulting from Prepayments of Series 2021A-1 Assessments as provided for in the Indenture; or



(d) on the date on which the amount on deposit in the Series 2021A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-1 Bonds then Outstanding including accrued interest thereon.

If less than all of the Series 2021A-1 Bonds shall be called for redemption, the particular Series 2021A-1 Bonds or portions of Series 2021A-1 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture.

The Series 2021A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021A-2 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2021A-2 Prepayments, required by the Indenture to be deposited into the Series 2021A-2 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021A-2 Reserve Account to the Series 2021A-2 Prepayment Subaccount resulting from a reduction in the Series 2021A-2 Reserve Account Requirement resulting from Prepayments of Series 2021A-2 Assessments as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021A-2 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021A-2 Bonds shall be called for redemption, the particular Series 2021A-2 Bonds or portions of Series 2021A-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture.

### **Notice and Effect of Redemption**

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 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 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called



for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

### **Book-Entry Only System**

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE DISTRICT BELIEVES TO BE RELIABLE, BUT THE DISTRICT TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2021 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2021 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2021 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2021 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2021 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2021 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2021 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2021 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2021 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE DISTRICT NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 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 2021 Bond certificate will be issued for each maturity of the Series 2021 Bonds as set forth in the inside cover of this Official Statement, 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"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 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 2021 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 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 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 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants



to whose accounts such Series 2021 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 2021 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2021 Bonds may wish to ascertain that the nominee holding the Series 2021 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 2021 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021 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 2021 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Series 2021 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 the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2021 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.



DTC may discontinue providing its services as depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2021 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, the Series 2021 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## **SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS**

### **General**

The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. Series 2021 Assessments will be levied and collected on the approximately eighty (80) acres of land consisting of Subphases 3B and 3C of the Development that are planned to be platted into 247 residential units (the "Series 2021 Assessment Area").

The Series 2021 Assessments represent an allocation of a portion of the costs of the Series 2006 Project and Series 2021 Project, including bond financing costs, to the Series 2021 Assessment Area in accordance with the Assessment Report attached hereto as APPENDIX B.

"Assessments" is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Delinquent Assessments" is defined in the Sixth Supplement to mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest. "Delinquent Assessment Principal" means Series 2021A-1 Assessment Principal or Series 2021A-2 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A-1 Assessment Principal or Series 2021A-2 Assessment Principal has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto. "Delinquent Assessment Interest" means Series 2021A-1 Assessment Interest or Series 2021A-2



Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021A-1 Assessment Interest or Series 2021A-2 Assessment Interest has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

NEITHER THE SERIES 2021 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 TRUST ESTATE PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED IN THE INDENTURE.

### **Funds and Accounts**

The Indenture establishes with the Trustee the following Funds and Accounts: 1) within the Acquisition and Construction Fund, a Series 2021 Acquisition and Construction Account and a Series 2021 Costs of Issuance Account; 2) within the Debt Service Fund, a Series 2021 Debt Service Account (and therein a Series 2021A-1 Sinking Fund Account, a Series 2021A-1 Interest Account, a Series 2021A-1 Capitalized Interest Account, a Series 2021A-2 Principal Account, a Series 2021A-2 Interest Account and a Series 2021A-2 Capitalized Interest Account); and a Series 2021 Redemption Account (and therein a Series 2021A-1 Prepayment Subaccount, a Series 2021A-2 Prepayment Subaccount and a Series 2021A-1 Optional Redemption Subaccount); 3) in the Reserve Fund, a Series 2021A-1 Reserve Account, which shall be held for the benefit of all of the Series 2021A-1 Bonds, without distinction as to Series 2021A-1 Bonds and without privilege or priority of one Series 2021A-1 Bond over another and a Series 2021A-2 Reserve Account, which shall be held for the benefit of all of the Series 2021A-2 Bonds, without distinction as to Series 2021A-2 Bonds and without privilege or priority of one Series 2021A-2 Bond over another; 4) within the Revenue Fund, a Series 2021 Revenue Account; and 5) within the Rebate Fund, a Series 2021 Rebate Account.

### **Acquisition and Construction Account**

Amounts on deposit in the Series 2021 Acquisition and Construction Account shall be applied to pay Costs of the Series 2021 Project upon compliance with the requisition provisions set forth in Indenture. The Trustee shall have no duty to verify that any requested disbursement



from the Series 2021 Acquisition and Construction Account is for a Cost of the Series 2021 Project. The Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Series 2021 Project which are required to be reserved in the Series 2021 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred first to the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-2 Bonds until such Series 2021A-2 Bonds are no longer Outstanding and then to the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds in accordance with the Sixth Supplement and in the manner prescribed in the respective forms of Series 2021 Bonds set forth as Exhibit B to the Sixth Supplement.

Notwithstanding the foregoing, the District shall not establish a Date of Completion until after the Conditions for Reduction of Reserve Account Requirement have been satisfied and moneys have been transferred from the Series 2021A-1 Reserve Account to the Series 2021 Acquisition and Construction Account as a result of such satisfaction pursuant to the Sixth Supplement. At such time as there are no amounts on deposit in the Series 2021 Acquisition and Construction Account, such Account shall be closed.

### **Reserve Accounts and Reserve Account Requirements**

The Series 2021A-1 Reserve Account Requirement is equal to the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds, as of the time of any such calculation, until such time as the Conditions for Reduction of Reserve Account Requirement are met, at which time and thereafter the Series 2021A-1 Reserve Account Requirement shall be an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021A-1 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2021A-1 Bonds, the Series 2021A-1 Reserve Account Requirement is equal to \$\_\_\_\_\_. “Conditions for Reduction of Reserve Account Requirement” means, collectively, that (i) all lots subject to Series 2021 Assessments have been developed and platted, (ii) all lots subject to Series 2021 Assessments have been sold by the Developer to builders and all such sales have closed, (iii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2021 Bonds and (iv) the Series 2021A-2 Bonds are no longer Outstanding.

The Series 2021A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-1 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2021A-1 Reserve Account shall be used only for the purpose of making payments into the Series 2021A-1 Interest Account and the Series 2021A-1 Sinking Fund Account to pay Debt Service on the Series 2021A-1 Bonds, when due, without distinction as to Series 2021A-1 Bonds and without privilege or priority of one Series 2021A-1 Bond over another, to the extent the moneys on deposit in such Accounts available



therefor are insufficient and for no other purpose. The Series 2021A-1 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is authorized and directed to recalculate the Series 2021A-1 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021A-1 Reserve Account (i) resulting from Prepayments of Series 2021A-1 Assessments into the Series 2021A-1 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021A-1 Bonds, (ii) resulting from a reduction of the Series 2021A-1 Reserve Account Requirement as the result of the Conditions for Reduction of Reserve Account Requirement being met into the Series 2021 Acquisition and Construction Account and used for the purposes of such Account, or (iii) resulting from investment earnings as provided in the Sixth Supplement.

On the earliest date on which there is on deposit in the Series 2021A-1 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021A-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021A-1 Bonds to the earliest Redemption Date permitted in the Indenture and Series 2021A-1 Bonds, then the Trustee shall transfer the amount on deposit in the Series 2021A-1 Reserve Account into the Series 2021A-1 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021A-1 Bonds on the earliest Redemption Date permitted for redemption in the Indenture and Series 2021A-1 Bonds.

The Series 2021A-2 Reserve Account Requirement is equal to the maximum annual interest requirement for the Series 2021A-2 Bonds as calculated from time to time, which amount on the date of issuance is \$\_\_\_\_\_.

The Series 2021A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021A-2 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2021A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2021A-2 Interest Account and the Series 2021A-2 Principal Account to pay Debt Service on the Series 2021A-2 Bonds, when due, without distinction as to Series 2021A-2 Bonds and without privilege or priority of one Series 2021A-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021A-2 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the first Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee is authorized and directed by the Indenture to recalculate the Series 2021A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021A-2 Reserve Account (other than excess resulting from investments which shall be governed as provided in the Sixth Supplement) into the Series 2021A-2 Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2021A-2 Bonds.



On the earliest date on which there is on deposit in the Series 2021A-2 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021A-2 Bonds to the earliest Redemption Date permitted in the Indenture and Series 2021A-2 Bonds, then the Trustee shall transfer the amount on deposit in the Series 2021A-2 Reserve Account into the Series 2021A-2 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021A-2 Bonds on the earliest Redemption Date permitted for redemption in the Indenture and Series 2021A-2 Bonds.

Amounts on deposit in the Series 2021A-1 Reserve Account and Series 2021A-2 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

### **Flow of Funds**

(a) The Indenture authorizes and directs the Trustee to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021A-1 Assessment Revenues other than Series 2021A-1 Prepayments (which Series 2021A-1 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021A-1 Prepayment Subaccount), (ii) Series 2021A-2 Assessment Revenues other than Series 2021A-2 Prepayments (which Series 2021A-2 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021A-2 Prepayment Subaccount), (iii) Series 2021A-1 Prepayment Interest and Series 2021A-2 Prepayment Interest, and (iv) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) (i) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-1 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021A-1 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021A-1 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary



mandatory redemption of the Series 2021A-1 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-1 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021A-1 Bonds set forth in the Series 2021A-1 Bonds and the Indenture.

(ii) On the forty-fifth (45<sup>th</sup>) day preceding each Quarterly Redemption Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2021A-2 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021A-2 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021A-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021A-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021A-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021A-2 Bonds set forth in the Series 2021A-2 Bonds and the Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer (i) from the Series 2021A-1 Capitalized Interest Account to the Series 2021A-1 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-1 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021A-1 Interest Account, or (y) the amount remaining in the Series 2021A-1 Capitalized Interest Account and (ii) from the Series 2021A-2 Capitalized Interest Account to the Series 2021A-2 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021A-2 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021A-2 Interest Account, or (y) the amount remaining in the Series 2021A-2 Capitalized Interest Account. Following the foregoing transfers, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2021A-1 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021A-1 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021A-1 Capitalized Interest Account in accordance with Section 408(d) of the Sixth Supplement and (ii) the amount already on deposit in the Series 2021A-1 Interest Account not previously credited, and to the Series 2021A-2 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021A-2 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021A-2 Capitalized Interest Account in accordance with Section 408(d) of the Sixth Supplement and (ii) the amount already on deposit in the Series 2021A-2 Interest Account not previously credited;



**SECOND**, on May 1, 20\_\_, and on each May 1 thereafter, to the Series 2021A-1 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021A-1 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021A-1 Sinking Fund Account not previously credited and on May 1, 20\_\_, to the Series 2021A-2 Principal Account, the amount, if any, equal to the difference between the principal of all Series 2021A-2 Bonds maturing on such May 1, and the amount already on deposit in the Series 2021A-2 Principal Account not previously credited;

**THIRD**, to the Series 2021A-1 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-1 Reserve Account Requirement with respect to the Series 2021A-1 Bonds, and to the Series 2021A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-2 Reserve Account Requirement with respect to the Series 2021A-2 Bonds; and

**FOURTH**, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

In the event that the amounts to be applied pursuant to clauses FIRST through THIRD above shall be insufficient to satisfy the requirements of any such clause, the moneys available to be applied to satisfied the requirements of such clause shall be applied on a pro rata basis in the order provided above.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

## **Investments**

Moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Acquisition and Construction Account, the Series 2021A-1 Interest Account, the Series 2021A-1 Capitalized Interest Account, the Series 2021A-2 Interest Account and the Series 2021A-2 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021A-1 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-1 Reserve Account as of the most recent date on which



amounts on deposit in such Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021A-1 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021A-1 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-1 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-1 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021A-1 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021A-1 Reserve Account shall be retained in the Series 2021A-1 Reserve Account until the amount on deposit therein is equal to the Series 2021A-1 Reserve Account Requirement, and then earnings on investments in the Series 2021A-1 Reserve Account shall be deposited into the Series 2021A-1 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021A-1 Reserve Account made pursuant to Section 405 of the Sixth Supplement.

Earnings on investments in the Series 2021A-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-2 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021A-2 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021A-2 Reserve Account shall be deposited into the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021A-2 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021A-2 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021A-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021A-2 Reserve Account shall be retained in the Series 2021A-2 Reserve Account until the amount on deposit therein is equal to the Series 2021A-2 Reserve Account Requirement, and then earnings on investments in the Series 2021A-2 Reserve Account shall be deposited into the Series 2021A-2 Capitalized Interest Account through November 1, 2022, and thereafter



shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021A-2 Reserve Account made pursuant to Section 405 of the Sixth Supplement.

### **Agreement for Assignment of Development Rights**

Contemporaneously with the issuance of the Series 2021 Bonds, the Developer and the District will enter into a Collateral Assignment Agreement relating to the Phase 3B/C Project (the "Assignment Agreement") in order to provide certain remedies with respect to the Development & Contract Rights (as defined below) in order to allow the District to complete development of the Series 2021 Assessment Area, including, without limitation, the Phase 3B/C Project. Pursuant to the Assignment Agreement, the Developer will collaterally assign or cause to be assigned to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer or any related entity of the Developer, at the execution of the Assignment Agreement or acquired in the future, all of the Developer's development rights and contract rights relating to the Phase 3B/C Project and the Series 2021 Assessment Area (the "Development & Contract Rights") as security for the Developer's payment and performance and discharge of its obligations to pay the Series 2021 Assessments levied against the lands within the Series 2021 Assessment Area owned by the Developer. The assignment becomes effective and absolute upon failure of the Developer to pay the Series 2021 Assessments. Such Development & Contract Rights specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer (as defined in the Assignment Agreement). Pursuant to the Indenture, the District will collaterally assign its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2021 Bonds.

### **Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default**

In accordance with the provisions of the Indenture, the Series 2021 Bonds are payable solely from the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges in the Indenture that (i) the Series 2021 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2021 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2021 Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the Trustee notifying the District of such declared Event of Default the District had incurred a binding obligation with third parties for work on the Series 2021 Project and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the



reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Series 2021 Project that will cause the expenditure of additional funds from the Series 2021 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

### **Completion Agreement**

In connection with the issuance of the Series 2021 Bonds, the District and the Developer will enter into an agreement (the “Completion Agreement”) pursuant to which the Developer will agree to provide funds to complete the Phase 3B/C Project to the extent that proceeds of the Series 2021 Bonds and any other debt of the District are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

### **True-Up Agreement**

In connection with the issuance of the Series 2021 Bonds, the District will enter into a True-Up Agreement with the Developer. The True-Up Agreement provides that if the District Manager determines that, as a result of any true-up calculation as required by the True-Up Agreement and Assessment Report a true-up obligation exists as to the property owned by the Developer, then such property owner shall make payment in the amount of such true-up obligation in accordance with the terms of the True-Up Agreement and Assessment Report.

### **Enforcement and Collection of Series 2021 Assessments**

The primary source of payment for the Series 2021 Bonds are the Series 2021 Assessments imposed on the lands within the District which are specially benefited by the Series 2021 Project, all in accordance with the Series 2021 Assessment Proceedings related to the Series 2021 Assessments. At the time of issuance of the Series 2021 Bonds, the Developer owns all of such lands. To the extent that the Developer or any other landowner, or any successor landowners, fail to pay such Series 2021 Assessments, delay payments, or are unable to pay Series 2021 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2021 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See “ENFORCEMENT OF ASSESSMENT COLLECTIONS” herein for a summary of payment and collection procedures relating to the Series 2021 Assessments appearing in the Florida Statutes.

Series 2021A-1 Assessments levied on unplatted lands and pledged under the Indenture to secure the Series 2021A-1 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and Series 2021A-1 Assessments levied on platted lots and pledged under the Indenture to secure the Series 2021A-1 Bonds shall be collected pursuant to the Uniform Method (hereinafter defined). Series 2021A-2 Assessments whether levied on unplatted lands or platted lots and pledged under the Indenture to secure the Series 2021A-2 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170



and 197, Florida Statutes, and not pursuant to the Uniform Method, unless otherwise directed by the Trustee acting at the direction of the Majority Owners.

All Series 2021 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date.

### **Covenants with Regard to Enforcement and Collection of Delinquent Assessments**

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees in the Indenture that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

### **Additional Covenants Regarding Series 2021 Assessments**

The District covenants in the Indenture to comply with the terms of the Series 2021 Assessment Proceedings heretofore adopted with respect to the Series 2021 Assessments, including the Assessment Methodology, and to levy the Series 2021 Assessments and any required true-up payments set forth in the Assessment Methodology in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due. The Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners.

### **No Parity Bonds; Limitation on Parity Assessments**

Other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part



from the Series 2021 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and the Series 2021A-2 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

### **Events of Default**

Each of the following events is an Event of Default with respect to the Series 2021 Bonds:

- (a) any payment of Debt Service on the Series 2021 Bonds is not made when due;
- (b) the District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (c) the District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Series 2006 Project or the Series 2021 Project;
- (d) the District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) the District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2021 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2021 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or,



if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2021 Bonds then Outstanding and affected by such default;

(h) more than twenty-five percent (25%) of the Series 2021 Assessments shall have become Delinquent Assessments and remain delinquent for more than ninety (90) days and the Indenture provides for the Trustee to withdraw funds from the Series 2021A-1 Reserve Account or the Series 2021A-2 Reserve Account to pay Debt Service on the Series 2021A-1 Bonds or Series 2021A-2 Bonds, as applicable (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series 2021A-1 Reserve Account or the Series 2021A-2 Reserve Account to pay Debt Service on the Series 2021A-1 Bonds or the Series 2021A-2 Bonds, as applicable);

(i) breach by the District of any covenant made by it in the Indenture, whether or not notice of such breach has been given and without the necessity for the passage of time; or

(j) more than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District have not been paid, when due, and remain delinquent for more than sixty (60) days.

### **Enforcement of Remedies**

Upon the happening and continuance of any Event of Default specified above, the Trustee or, if the Trustee is unwilling or unable to act, the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2021 Bonds then Outstanding may protect and enforce the rights of the Owners of the Series 2021 Bonds under Florida law, and under the Indenture and the Series 2021 Bonds, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained in the Indenture or in aid or execution of any power in the Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee or the Owners of Series 2021 Bonds, as the case may be, shall deem most effectual to protect and enforce such rights.

The District covenants and agrees in the Indenture that it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including Delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including Delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners. Notwithstanding anything to the contrary in the Sixth Supplement and, unless otherwise directed by the Majority Owners and allowed pursuant to federal or State law, the District acknowledges and agrees in the Indenture that (i) upon failure of any property owner to pay an installment of Series 2021 Assessments collected directly by the District when due, that the entire Series 2021 Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as



provided by applicable law and the District shall promptly cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

### **Provisions Relating to Bankruptcy or Insolvency of Landowner**

(a) The provisions of this section shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Series 2021 Assessments pledged to the Series 2021 Bonds (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").

(b) The District acknowledges and agrees that, although the Series 2021 Bonds were issued by the District, the Owners of the Series 2021 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District agrees in the Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2021 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the Series 2021 Bonds then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(ii) the District agrees in the 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 Series 2021 Assessments, the Series 2021 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District agrees in the Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series



2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2021 Assessments, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2021 Assessments, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2021 Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees in the Indenture that the Trustee shall have the right to (A) file a proof of claim with respect to the Series 2021 Assessments, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of subsection (b) above, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2021 Assessments whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.



## **Re-Assessment**

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

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2021 Bonds is the collection of Series 2021 Assessments ("Special Assessments") imposed on certain lands in the District specially benefited by the Series 2006 Project and the Series 2021 Project pursuant to the Series 2021 Assessment Proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX B - ASSESSMENT REPORT."

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Clay County Tax Collector ("Tax Collector") or the Clay County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect the 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 2021 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the 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 2021 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the Series 2006 Project and the Series 2021 Project to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Methodology Consultant to be provided at the time of issuance of the Series 2021 Bonds will certify that these requirements have been met with respect to the Special Assessments. In the event that the Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.



Pursuant to the Act and the Series 2021 Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See “BONDOWNERS’ RISKS” herein. With respect to the Series 2021A-2 Assessment and the Series 2021A-1 Assessment levied on undeveloped properties owned by the Developer and subsequent landowners, the District will directly issue annual bills to landowners requiring payment of the Special Assessments, and will enforce that bill through foreclosure proceedings. See “ASSESSMENT METHODOLOGY” herein and “APPENDIX B: ASSESSMENT REPORT” hereto. As lands within the Series 2021 Assessment Area are platted, the Series 2021A-1 Assessments will be added to the County tax roll and collected pursuant to the Uniform Method of Collection provided by State law (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.

### **Direct Billing & 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 Special Assessments. In this context, Section 170.10, Florida Statutes, provides that upon the failure of any property owner to timely pay all or any part of its annual installment of principal and/or interest of a special assessment due, including the 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 the Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such 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 Special Assessments. See “BONDOWNERS’ RISKS” herein.

### **Uniform Method Procedure**

Subject to certain conditions, and for platted lands subject to the lien of the Series 2021A-1 Assessments (as described above), the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with



the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the 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 Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the 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 2021 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three (3) months, the taxpayer is granted a variable discount equal to four percent (4%) in November and decreasing one percentage point per month to one percent (1%) in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2021 Bonds that (1) the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) future landowners and taxpayers in the District will pay such Special Assessments, (3) 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) 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 Series 2021 Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.



Collection of delinquent 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 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 eighteen percent (18%)).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently eighteen percent (18%). The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than eighteen percent (18%) per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such 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.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven 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. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the 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 (3) years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.



There can be no guarantee that the Uniform Method will result in the payment of 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 Special Assessments, which are the primary source of payment of the Series 2021 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

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## ESTIMATED SOURCES AND USES OF BOND PROCEEDS

### Sources:

Par Amount of Series 2021 Bonds	\$
[Less/Plus] [Net] Original Issue [Discount/Premium]	
Funds from Series 2015A-3 Revenue Account	
<b>Total Sources</b>	<b>\$</b>

### Uses:

Payment of redemption price for the Refunded Bonds	\$
Deposit to Series 2021 Acquisition and Construction Account	
Deposit to Series 2021 Costs of Issuance Account	
Deposit to Series 2021A-1 Reserve Account	
Deposit to Series 2021A-2 Reserve Account	
Deposit to Series 2021A-1 Capitalized Interest Account*	
Deposit to Series 2021A-2 Capitalized Interest Account*	
Underwriter's Discount	
<b>Total Uses</b>	<b>\$</b>

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\* To be used to pay interest on the Series 2021 Bonds through November 1, 2022.



## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2021 Bonds:

<b>Period Ending November 1</b>	<b>Series 2021 Principal</b>	<b>Series 2021 Interest</b>	<b>Total Debt Service</b>
2022	\$	\$	\$
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2021 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2021 Bonds. Prospective investors in the Series 2021 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 2021 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

### **Limited Pledge**

The principal security for the payment of the principal of and interest on the Series 2021 Bonds is the timely collection of the Series 2021 Assessments. Recourse for the failure of any landowner to pay the Series 2021 Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2021 Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2021 Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land subject to the Series 2021 Assessments. The District has not granted, and may not grant under Florida law, a mortgage or security interest on any land subject to the Series 2021 Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the Series 2006 Project or the Series 2021 Project as security for, or a source of payment of, the Series 2021 Bonds. The Developer is not a guarantor of payment of any Series 2021 Assessments and the recourse for the Developer's failure to pay the Series 2021 Assessments on any land owned by the Developer in the Series 2021 Assessment Area, like any landowner, is limited to the collection proceedings against such land. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2021 Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2021 Assessments in the event that actions are taken to foreclose on any property in the Series 2021 Assessment Area.

### **Bankruptcy and Related Risks**

The various legal opinions to be delivered concurrently with the delivery of the Series 2021 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. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, including the Developer, if applicable, the remedies specified by federal, state and local law and



in the Indenture and the Series 2021 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2021 Assessments, may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) any landowner being able to pay the Series 2021 Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy, to the extent the Uniform Method is being utilized for collecting the Series 2021 Assessments, and (3) the inability of the District to foreclose the lien of the Series 2021 Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies, could have a material adverse effect on the District's ability to make the full or punctual payment of debt service on the Series 2021 Bonds.

### **Delay and Discretion Regarding Remedies**

The remedies available to the owners of the Series 2021 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2021 Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

### **Limitation on Funds Available to Exercise Remedies**

In the event of a default by a landowner in payment of Series 2021 Assessments, if the Series 2021 Assessments are not collected under the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure. It is possible that the District will not have sufficient funds therefor and will be compelled to request the owners of the Series 2021 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of the Series 2021 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

### **Determination of Land Value upon Default**

To the extent that any portion of the Series 2021 Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2021 Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the benefitted land within the District as a result of implementation and development of the Series 2006 Project and the Series 2021 Project is not indicative of the realizable or market value of the



land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2021 Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2021 Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of debt service on the Series 2021 Bonds.

### **Landowner Challenge of Assessed Valuation**

Florida law provides a procedure whereby a taxpayer may contest a “tax assessment.” It is unclear whether this procedure applies to non-ad valorem assessments such as the Series 2021 Assessments and there are judicial decisions that support both views. Under the procedure, a taxpayer may bring suit to contest a “tax assessment” if the taxpayer pays the amount of “tax” that the taxpayer admits to owing. Upon the making of such payment, all procedures for the collection of the unpaid taxes are suspended until the suit is resolved. If it is determined that the procedure applies to non-ad valorem assessments such as the Series 2021 Assessments, it is possible that such a challenge could result in collection procedures for delinquent Series 2021 Assessments being held in abeyance until the challenge is resolved. This would result in a delay in the collection of the Series 2021 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of debt service on the Series 2021 Bonds. If the Series 2021 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold while the challenge is pending with respect to the Series 2021 Assessments even if the landowner is not contesting the amount of such special assessments.

### **Failure to Comply with Assessment Proceedings**

The District is required to comply with statutory procedures in levying the Series 2021 Assessments. Failure of the District to follow these procedures could result in the Series 2021 Assessments not being levied or potential future challenges to such levy.

### **Other Taxes**

The willingness and/or ability of a landowner within the Series 2021 Assessment Area to pay the Series 2021 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality and other special districts, could, without the consent of the owners of the land within the Series 2021 Assessment Area, impose additional taxes or assessments on the property within the Series 2021 Assessment Area. County, municipal, school and special district taxes and assessments, including the Series 2021 Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at the same time when collected under the Uniform Method. If a taxpayer does not make complete



payment, the taxpayer cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2021 Assessments, would result in such landowner's assessments to not be collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of debt service on the Series 2021 Bonds.

The District may also impose additional assessments which could encumber the property burdened by the Series 2021 Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2021 Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

### **Inadequacy of Reserve Accounts**

Some of the risk factors described herein, which, if materialized, could result in a delay in the collection of the Series 2021 Assessments or a failure to collect the Series 2021 Assessments, but may not affect the timely payment of Debt Service on the Series 2021 Bonds because of the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account (together, the "Reserve Accounts") established by the District for the Series 2021A-1 Bonds and the Series 2021A-2 Bonds, respectively. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2021 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2021 Assessments, the Reserve Accounts could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. Owners should note that although the Indenture contains the Series 2021A-1 Reserve Account Requirement for the Series 2021A-1 Reserve Account and the Series 2021A-2 Reserve Account Requirement for the Series 2021A-2 Reserve Account, and a corresponding obligation on the part of the District to replenish the Reserve Accounts to the respective Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Reserve Accounts. Moreover, the District will not be permitted to re-assess real property then burdened by the Series 2021 Assessments in order to provide for the replenishment of the Reserve Accounts.

Moneys on deposit in the Reserve Accounts may only be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Reserve Accounts to make up deficiencies or delays in collection of Series 2021 Assessments.

### **Economic Conditions**

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District. Although the Developer expects to develop lots and sell such lots to builders, there can be no assurance that such sales will occur or be realized in the manner currently anticipated.



## **Concentration of Land Ownership**

Until further development and home closings take place in the Series 2021 Assessment Area, payment of the Series 2021 Assessments is dependent upon their timely payment by the Developer. At closing of the sale of the Series 2021 Bonds it is expected that all of the Series 2021 Assessment Area will continue to be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property within the Series 2021 Assessment Area, delays could most likely occur in the payment of Debt Service on the Series 2021 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or other landowner being able to pay the Series 2021 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2021 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2021 Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used (a) with respect to Series 2021 Assessments levied with respect to the Series 2021A-2 Bonds and any assessable lands in the Series 2021 Assessment Area which are unplatted until such time as lots are platted unless, in an Event of Default, a majority of the owners of the Series 2021 Bonds Outstanding directs the District to use the Uniform Method, (b) where the timing for using the Uniform Method will not yet allow for using such method, or (c) if the District determines that it is not in its best interest to do so.

## **Undeveloped Land**

Certain of the planned residential units in the Series 2021 Assessment Area and encumbered by the Series 2021 Assessments are undeveloped and vacant. Additionally, certain of the remaining lands in the Development are also undeveloped and vacant. The ultimate successful development of the remaining vacant lots depends on several factors discussed herein. There is no assurance that the developers/builders and other landowners will be successful in developing part or all of the vacant lots. While additional infrastructure is necessary to develop the remaining vacant property, none of the landowners are obligated to complete such improvements other than the obligation of the Developer pursuant to the Completion Agreement.

## **Change in Development Plans**

The Developer has the right to modify or change plans for development of property within the Series 2021 Assessment Area, 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.

## **Bulk Sale of Land in the Series 2021 Assessment Area**

The Developer and related landowner entities may make bulk sales of all or a portion of the Series 2021 Assessment Area at any time. Bulk sale agreements may be canceled or amended without the consent of the District or any other party. Such changes could affect the purchase



price of, delivery timing and/or development of lots within the Series 2021 Assessment Area that is otherwise described herein.

### **Completion of Phase 3B/C Project**

The Series 2021 Bond proceeds will not be sufficient to finance the completion of the Phase 3B/C Project. The portion of the Phase 3B/C Project not funded with proceeds of the Series 2021 Bonds have been, and are expected to continue to be, funded with contributions from the Developer. There is no assurance that the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2021 Bonds, the Developer will enter into the Completion Agreement with respect to any portion of the Phase 3B/C Project not funded with the proceeds of the Series 2021 Bonds. See “THE DEVELOPMENT – Land Acquisition/Development Financing” and “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS – Completion Agreement” herein.

However, there can be no assurance, that the District will have sufficient moneys on hand to complete the Phase 3B/C Project or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Phase 3B/C Project. The District does not anticipate issuing additional Bonds for the purpose of funding the Phase 3B/C Project. Pursuant to the Indenture, other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2021A-1 Assessments have not been Substantially Absorbed and the Series 2021A-2 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2021 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2021 Assessments. Failure to complete or substantial delays in the completion of the Phase 3B/C Project due to litigation or other causes may reduce the value of the lands in the Series 2021 Assessment Area and increase the length of time during which Series 2021 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2021 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds. Upon issuance of the Series 2021 Bonds, the Developer will also execute and deliver to the District the Collateral Assignment, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the Phase 3B/C Project and the Series 2021 Assessment Area as security for the Developer’s payment and performance and discharge of its obligation to pay the Series 2021 Assessments.



## **Regulatory and Environmental Risks**

The Development is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District lands.

The value of the land within the District, the ability to complete the Phase 3B/C Project, or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2021 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands. 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.

## **District May Not be Able to Obtain Permits**

In connection with a foreclosure of the lien of the assessments prior to completion of a development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed above, the District and the Developer will enter into the Assignment Agreement upon issuance of the Series 2021 Bonds in which the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the Phase 3B/C Project as to the Series 2021 Assessment Area. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2021 Assessments, to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the landowner and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the development of the District lands.

## **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No



assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2021 Bonds.

### **Infectious Viruses and/or Diseases**

A novel coronavirus outbreak first identified in 2019 is causing coronavirus disease 2019 (“COVID-19”), which was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 have varied at the local, state and national levels. On March 13, 2020, then President Trump declared a national emergency in response to COVID-19. Both prior and subsequent to the President’s declaration, a variety of federal agencies, along with state and local governments, have implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue to negatively affect economic growth and financial markets worldwide, including within Florida. How long this negative impact will last cannot be determined at this time; however, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on the Developer or subsequent landowners. While the foregoing describes certain risks related to the current outbreak of COVID-19, the same risks may be associated with any contagious epidemic or pandemic or disease.

### **Damage to District from Natural Disasters**

The value of the lands subject to the Series 2021 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support the development and construction of the Phase 3B/C Project. The occurrence of any such events could materially adversely affect the District’s ability to collect Series 2021 Assessments and pay Debt Service on the Series 2021 Bonds. The Series 2021 Bonds are not insured and the District’s casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Limited Secondary Market**

The Series 2021 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2021 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021 Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2021 Bonds, depending on the progress of the Development, existing market conditions and other factors.



## **Interest Rate Risk; No Rate Adjustment for Taxability**

The interest rate borne by the Series 2021 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2021 Bonds. These higher interest rates are intended to compensate investors in the Series 2021 Bonds for the risk inherent in the purchase of the Series 2021 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2021 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2021 Bonds, and, in turn, may increase the burden of landowners within the Series 2021 Assessment Area, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2021 Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2021 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with tax covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2021 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2021 Bonds become includable in gross income for federal income tax purposes, owners of the Series 2021 Bonds will be required to pay income taxes on the interest received on such Series 2021 Bonds and related penalties. Because the interest rate on such Series 2021 Bonds will not be adequate to compensate owners of the Series 2021 Bonds for the income taxes due on such interest, the value of the Series 2021 Bonds may decline. Prospective purchasers of the Series 2021 Bonds should evaluate whether they can own the Series 2021 Bonds in the event that the interest on the Series 2021 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

## **IRS Audit and Examination Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2021 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 2021 Bonds are advised that, if the IRS does audit the Series 2021 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 2021 Bonds may have limited rights to participate in such procedure.\* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2021 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 2021 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial

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\* Owners of the Series 2021 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.



settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021 Bonds may adversely impact any secondary market for the Series 2021 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2021 Bonds may be sold.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the 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 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, only two of the members of the Board of the District are qualified electors elected or appointed by qualified electors. There can be no assurance that an audit by the IRS of the Series 2021 Bonds will not be commenced.

### **Florida Village Center CDD TAM**

In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the "Audited Bonds") issued by Village Center Community Development District (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 Agency 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.

### **Legislative Proposals and State Tax Reform**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2021 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2021 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of the Series 2021 Bonds.

It is impossible to predict what new proposals may be presented regarding ad valorem 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 of the State, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2021 Bonds.

### **Loss of Exemption from Securities Registration**

Since the Series 2021 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of the Series 2021 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2021 Bonds would need to ensure that subsequent transfers of the Series 2021 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.



## **Performance of District Professionals**

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, District Engineer, Methodology Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

## **Mortgage Default and FDIC**

In the event a bank forecloses on a property in the Series 2021 Assessment Area because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2021 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2021 Assessments.

The risks described under this “BONDOWNERS’ RISKS” section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2021 Bonds.

## **TAX MATTERS**

### **Opinion of Bond Counsel**

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. Failure by the District to comply subsequently to the issuance of the Series 2021 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to requirements regarding the use, expenditure and investment of Series 2021 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2021 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2021 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.



## **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Series 2021 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2021 Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2021 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2021 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

## **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2021 Bonds. Prospective purchasers of the Series 2021 Bonds should be aware that the ownership of the Series 2021 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2021 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2021 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2021 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2021 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2021 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2021 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

## **Florida Taxes**

In the opinion of Bond Counsel, the Series 2021 Bonds and interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

## **Other Tax Matters**

Interest on the Series 2021 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2021 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2021 Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of



obligations that are similar to the Series 2021 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2021 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the “Proposed Regulations”) and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. 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.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also “BONDOWNERS’ RISKS” herein.

### **[Original Issue Discount**

Certain of the Series 2021 Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2021 Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.]



## **[Bond Premium**

Certain of the Series 2021 Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the “Disclosure Act”) requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District has previously defaulted on the payment of principal and interest on certain of the Prior Bonds. See “DISTRICT INDEBTEDNESS AND PRIOR DEFAULT HISTORY” herein for additional information.

## **NO RATING OR CREDIT ENHANCEMENT**

The Series 2021 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2021 Bonds was made.

## **VALIDATION**

The Bonds issued pursuant to the terms of the Master Indenture were validated by a Final Judgment of the Fourth Judicial Circuit In and For Clay County, Florida, entered September 11, 2006. The appeal period from such final judgment expired with no appeal being filed.



## **LITIGATION**

### **The District**

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2021 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board of Supervisors or the District Manager is being contested in any pending or threatened litigation.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2021 Bonds, District Counsel will represent to the District that there are no actions presently pending or to the knowledge of the District threatened against the District, the adverse outcome of which could reasonably be expected to have a material adverse effect on the availability of the Series 2021 Trust Estate or the ability of the District to pay the Series 2021 Bonds from the Series 2021 Trust Estate.

### **The Developer**

In connection with the issuance of the Series 2021 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer to complete the Development as described herein or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

## **CONTINUING DISCLOSURE**

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC Rule"), the District, the Developer, and Governmental Management Services, LLC, as Dissemination Agent, will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2021 Bonds in each year (the "District Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2021 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of Bondholders to provide to the District and the Dissemination Agent, certain financial information and operating data relating to the Developer and the Development on a quarterly basis (the "Developer Report") and to provide notices of the occurrence of certain enumerated material



events. Such covenant by the Developer will apply only until the Developer is no longer an Obligated Person (as defined in the Disclosure Agreement). Further, the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (collectively, the “Reports”) will each be filed by the Dissemination Agent with the Municipal Security Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) repository as described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the District with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the Series 2021 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

### **Continuing Compliance**

The District previously entered into continuing disclosure agreements in conjunction with the issuance of its Series 2015 Bonds (the “2015 Undertaking”) and its Series 2020 Bonds (the “2020 Undertaking”). For the last five years, the Annual Reports required by the 2015 Undertaking and the 2020 Undertaking have been timely filed. However, the Audited Financials for fiscal years 2017, 2018 and 2020 were filed approximately six (6) months, one (1) day and one (1) day late, respectively, with no failure to file notice having been filed or timely filed. Within the last five years, the Developer has not been a party to any continuing disclosure undertakings.

## **UNDERWRITING**

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2021 Bonds from the District at an aggregate purchase price of \$\_\_\_\_\_ (which is the par amount of the Series 2021 Bonds, [less/plus] [net] original issue [discount/premium] in the amount of \$\_\_\_\_\_ and less an Underwriter’s discount of \$\_\_\_\_\_). See “ESTIMATED SOURCES AND USES OF BOND PROCEEDS” herein. The Underwriter’s obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2021 Bonds if any Series 2021 Bonds are purchased.

The Underwriter intends to offer the Series 2021 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 Underwriter may offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter. The Series 2021 Bonds are expected to be offered and may be sold to the Developer and/or its affiliates.



## **LEGAL MATTERS**

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 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, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its in-house counsel, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

## **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2021 Bonds, that it will not limit or alter the rights of the issuer of such bonds 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.

## **FINANCIAL STATEMENTS**

The District has covenanted in the Continuing Disclosure Agreement set forth in APPENDIX E hereto to provide its annual audited financial statements to the EMMA as described in APPENDIX E. The audited financial statements for the fiscal year ended September 30, 2020 are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2020. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

## **EXPERTS AND CONSULTANTS**

The references herein to Alliant Engineering, Inc., as the District Engineer have been approved by said firm. The Engineer's Report prepared by such firm relating to the Phase 3B/C Project has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Report do not purport to be adequate summaries of the Phase 3B/C Project or complete in all respects. Such Engineer's Report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

The references herein to Governmental Management Services, LLC, as Methodology Consultant have been approved by said firm. The Assessment Report prepared by such firm relating to the issuance of the Series 2021 Bonds has been included as composite APPENDIX B



attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such reports do not purport to be adequate summaries of such report or complete in all respects. Such reports are an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

### **CONTINGENT AND OTHER FEES**

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2021 Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Methodology Consultant, is contingent upon the issuance of the Series 2021 Bonds.

### **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the holders of the Series 2021 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of this Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2021 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of this Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which this Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of this Limited Offering Memorandum to the date of closing of the Series 2021 Bonds that there has been no material adverse change in the information provided.



This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Its: Chair



## **APPENDIX A**

### **ENGINEER'S REPORT**



## **APPENDIX B**

### **ASSESSMENT REPORT**



## **APPENDIX C**

### **COPY OF THE MASTER INDENTURE AND FORM OF THE SIXTH SUPPLEMENT**



## **APPENDIX D**

### **FORM OF OPINION OF BOND COUNSEL**



## **APPENDIX E**

### **FORM OF CONTINUING DISCLOSURE AGREEMENT**



**APPENDIX F**

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020**



## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated November \_\_, 2021, is executed and delivered by the ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT (the "Issuer"), GARDEN STREET COMMUNITIES SOUTHEAST, LLC (the "Developer") and GOVERNMENTAL MANAGEMENT SERVICES, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its \$\_\_\_\_\_ aggregate principal amount of Capital Improvement Revenue Bonds, Series 2021A-1 (the "Series 2021A-1 Bonds") and its \$\_\_\_\_\_ aggregate principal amount of Capital Improvement Revenue and Refunding Bonds, Series 2021A-2 (the "Series 2021A-2 Bonds" and, together with the Series 2021A-1 Bonds, the "Series 2021 Bonds"). The Series 2021 Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2006 (the "Master Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly amended and supplemented by a Sixth Supplemental Trust Indenture by and between the Issuer and the Trustee, dated as of November 1, 2021 (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer 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 Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2021 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

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. In addition to the definitions set forth in the Indenture and the Limited Offering Memorandum, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

**"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.

**"Assessments"** shall mean the non-ad valorem special assessments pledged to the payment of the Series 2021 Bonds pursuant to the Indenture.



**"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 Series 2021 Bonds (including persons holding Series 2021 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2021 Bonds for federal income tax purposes.

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

**"County Tax Collector"** shall mean the Clay County Tax Collector.

**"Developer Report"** shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

**"Dissemination Agent"** shall mean, initially, Governmental Management Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

**"District Manager"** shall mean Governmental Management Services, LLC, or a successor District Manager.

**"Event of Bankruptcy"** shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

**"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.

**"Issuer Disclosure Representative"** shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

**"Limited Offering Memorandum"** shall mean the final offering document relating to the Series 2021 Bonds.



**"Listed Events"** shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

**"Obligated Person"** shall mean any person, including the Issuer and the Developer, and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2021 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

**"Participating Underwriter"** shall mean the original underwriter of the Series 2021 Bonds required to comply with the Rule in connection with offering of the Series 2021 Bonds.

**"Repository"** shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at "<http://www.sec.gov/info/municipal/nrmsir.htm>." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "<http://emma.msrb.org>."

**"Series 2021 Assessment Area"** shall have the meaning ascribed thereto in the Limited Offering Memorandum.

**"State"** shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the "Annual Filing Date"), beginning April 1, 2022 with respect to the report for the 2021 Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. 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 later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer's Fiscal Year), for the filing of the Annual Report if they are not available by that date. 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 7(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to



Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2021 Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and,



in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2021 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2021 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) 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.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and 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 Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer 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 Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

##### 5. Provision of Developer Report.

(a) The Developer shall, or shall cause the Dissemination Agent to, 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 "Quarterly Filing Date"), beginning with the quarter ending March 31, 2022, provide to any Repository in



electronic format as prescribed by such Repository a Developer Report which is consistent with the requirements of Section 6(b) of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer. The Dissemination Agent shall file such notice no later than ten (10) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall file, or cause to be filed by the Dissemination Agent, a Developer Report no later than the Quarterly Filing Date. At such time as the Developer is no longer an Obligated Person, Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement; provided, however, if the Developer was an Obligated Person at any time during a quarter, the Developer shall report for the remainder of that quarter indicating in such report the date that the Developer ceased being an Obligated Person.

(b) Each quarterly Developer Report shall contain the following information:



(i) Any change in the chart included in the Limited Offering Memorandum under the subsection "THE DEVELOPMENT – Product Type/Phasing Plan," with the same qualifiers;

(ii) Any change in the table included in the Limited Offering Memorandum in the subsection "THE DEVELOPMENT – Projected Absorption," with the same qualifiers;

(iii) A description of the infrastructure improvements needed for the Series 2021 Assessment Area that have been completed and that are currently under construction, including infrastructure financed by the Series 2021 Bonds;

(iv) The percentage of the infrastructure financed by the Series 2021 Bonds that has been completed;

(v) The number of assessable units planned on property subject to the Assessments;

(vi) The number of assessable units closed with retail end users;

(vii) The number of assessable units under contract with retail end users;

(viii) If assessable units are being built by builders other than the Developer or one of its affiliates, the number of lots under contract with builders, together with the name of each builder, as applicable;

(ix) If assessable units are being built by builders other than the Developer or one of its affiliates, the number of lots closed with builders, together with the name of each builder, as applicable;

(x) The estimated date of complete build-out of assessable units in the Series 2021 Assessment Area;

(xi) Whether the Developer has made any bulk sale of the land subject to the Assessments;

(xii) The status of development approvals for the Development;

(xiii) Materially adverse changes or determinations to permits/approvals/entitlements for the Series 2021 Assessment Area which necessitate changes to the Developer's land-use or other plans for the Series 2021 Assessment Area;

(xiv) Any material update to the plan of finance for the Series 2021 Assessment Area as described in the Limited Offering Memorandum; and



(xv) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "Developer" shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder.

## 7. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2021 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of subsections 10, 12, 13, 15, 16, 17 and 18 of the following events as they pertain to the Developer (and the Issuer shall not be responsible therefor), 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 the occurrence of the event, with the exception of the event described in subsection 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;



5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, 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 Series 2021 Bonds, or other material events affecting the tax status of the Series 2021 Bonds;
7. modifications to rights of the holders of the Series 2021 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2021 Bonds, if material (sale of individual lots by developers or homeowners to end users shall not be material for purposes of this Disclosure Agreement);
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the 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;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a financial obligation (as defined by the Rule) of the Issuer or an 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 an Obligated Person, any of which affect security holders, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties;



17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof; and
18. the termination of the Issuer's or the Developer's obligations under this Disclosure Agreement prior to the final maturity of the Series 2021 Bonds, pursuant to Section 9 hereof.

(b) The notice required to be given in subsection 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations and the Developer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2021 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. Furthermore, the Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Series 2021 Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7 hereof.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be



Governmental Management Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(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.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.



12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer 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 Developer Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or Developer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Developer Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of outstanding Series 2021 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2021 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2021 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).



IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**, as Issuer

CONSENTED TO AND AGREED TO BY:

By: \_\_\_\_\_  
Chair, Board of Supervisors

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**, and its successors and assigns,  
as Issuer Disclosure Representative

By: \_\_\_\_\_  
Name: James Perry  
Title: Managing Director

JOINED BY **U.S. BANK NATIONAL  
ASSOCIATION**, as Trustee, FOR PURPOSES OF  
SECTIONS 13, 15 AND 18 ONLY

By: \_\_\_\_\_  
Name: Stacey L. Johnson  
Title: Vice President

**GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC**, a Florida limited liability  
company, as Developer

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



**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, as Dissemination Agent**

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

Name: James Perry

Title: Managing Director



**EXHIBIT A**

**NOTICE TO REPOSITORIES  
OF FAILURE TO FILE [ANNUAL][DEVELOPER] REPORT**

Name of Issuer: Rolling Hills Community Development District

Name of Bond Issue: \$\_\_\_\_\_ Capital Improvement Revenue Bonds, Series 2021A-1 and \$\_\_\_\_\_ Capital Improvement Revenue and Refunding Bonds, Series 2021A-2

Date of Issuance: November \_\_, 2021

Obligated Persons: Rolling Hills Community Development District  
Garden Street Communities Southeast, LLC

CUSIPS:

**NOTICE IS HEREBY GIVEN** that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Series 2021 Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated November \_\_, 2021, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_, Dissemination Agent

cc: [Issuer] [Developer]



*D.*



This Instrument Prepared By and  
Once Recorded Please Return To:  
Katie S. Buchanan, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

*[space above for recording purposes]*

**THIS PARTIAL ASSIGNMENT** is made and entered into this 1<sup>st</sup> day of October, 2021, by and between:

**CBCP ROLLING HILLS LANDCO, LLC**, a Delaware limited liability company, whose address is 720 Glorietta Boulevard, Coronado, California 92118 (the “Assignor”); and

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose mailing address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (the “Assignee”);

and is joined by **Rolling Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Clay County, Florida, whose mailing address is 475 W. Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”).

#### **RECITALS**

**WHEREAS**, Assignor and the District entered into that certain True Up Agreement dated December 10, 2015 (the “Agreement”); and

**WHEREAS**, Assignor has conveyed to Assignee a portion of the Landowner Lands described in the Agreement, as described on **Exhibit A** attached hereto (the “Conveyed Property”); and

**WHEREAS**, pursuant to Section 9 of the Agreement, Assignor wishes to partially assign and Assignee wishes to assume certain rights and obligations under the Agreement as it pertains to the Conveyed Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Partial Assignment.

**SECTION 2. DEFINED TERMS.** Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**SECTION 3. ASSIGNMENT.** Assignor, as seller of lands to Assignee, hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement as it pertains to



the Conveyed Property, subject to the following terms and conditions. The Conveyed Property contains 247 Anticipated Units. The total amount of par debt being allocated to the Conveyed Property is **\$1,895,980**, as calculated by multiplying the per unit principal of \$7,676.03 x 247 Anticipated Units. Assignor agrees that the Anticipated Units associated with the Conveyed Lands have been reallocated from the Landowner Lands to the Conveyed Lands and that those reallocated units are no longer intended to be constructed on the remaining Landowner Lands. In the event additional units are constructed on the Conveyed Property, Assignor and Assignee agree to notify the District prior to the allocation of such additional units to the Conveyed Property such that the allocation of additional debt and corresponding assessments may be made by the District, as provided in the Assessment Resolution. Assignor is otherwise hereby released from any and all obligations under the Agreement as to the Conveyed Property.

**SECTION 4. VALIDITY OF ASSESSMENTS.** Assignee agrees the resolutions imposing the Series 2015 Assessments have been duly adopted by the District. Assignee further agrees that the Series 2015 Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Assignee hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2015 Assessments to the extent allocated to the Conveyed Lands in accordance with the terms of the resolutions adopting the assessments and the Agreement.

**SECTION 5. COUNTERPARTS.** This Partial Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

*[signatures on following pages]*



IN WITNESS WHEREOF, the parties execute this partial assignment the day and year first written above.

**DISTRICT:**

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the Rolling Hills Community Development District, for and on behalf of the District, who is ☐ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida



**ASSIGNOR:**

**CBCP ROLLING HILLS LANDCO, LLC**, a Delaware  
limited liability company

By: Ellen E Samason  
Name: Ellen E Samason  
Title: Authorized Officer

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of  
CBCP Rolling Hills Landco, LLC, for and on behalf of the company, who is [\_\_\_\_] is personally known to me  
or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

See Attached California All-Purpose  
Acknowledgement for the Notarization



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Mateo }

On 10/01/2021 before me, Rithika Nayak, Notary Public  
(Here Insert Name and Title of the Officer)

personally appeared Ellen E. JamaSon  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R.R. Nayak  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

The Partial Assignment  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 10/01/21

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**ASSIGNEE:**

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**  
a Florida Limited Liability Company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Garden Street Communities Southeast, LLC, for and on behalf of the company, who is [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

**Exhibit A:**    Legal description of Conveyed Property



**Exhibit A**  
**Legal Description of the Conveyed Property**

**LEGAL DESCRIPTION**

A parcel of land situated in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 27; thence on the South line thereof, run North 89 degrees 34 minutes 48 seconds West, 50.04 feet to the Point of Beginning; thence continue on said South line North 89 degrees 34 minutes 48 seconds West, 2,777.40 feet; thence North 05 degrees 16 minutes 19 seconds West, 20.10 feet; thence South 89 degrees 34 minutes 48 seconds East, 25.13 feet; thence North 05 degrees 22 minutes 59 seconds West, 83.13 feet; thence North 70 degrees 30 minutes 33 seconds West, 76.27 feet; thence North 52 degrees 33 minutes 57 seconds West, 51.04 feet; thence North 25 degrees 32 minutes 37 seconds West, 77.33 feet, thence North 33 degrees 11 minutes 46 seconds West, 152.94 feet; thence North 18 degrees 35 minutes 21 seconds West, 134.62 feet; thence North 30 degrees 13 minutes 31 seconds West, 66.99 feet; thence North 02 degrees 22 minutes 13 seconds West, 75.25 feet; thence North 17 degrees 43 minutes 11 seconds West, 164.29 feet; thence North 22 degrees 58 minutes 45 seconds West, 121.33 feet; thence North 25 degrees 40 minutes 01 second West, 69.47 feet; thence North 17 degrees 17 minutes 16 seconds East, 43.54 feet; thence North 13 degrees 44 minutes 25 seconds West, 76.41 feet; thence North 00 degrees 17 minutes 49 seconds East 85.86 feet; thence North 09 degrees 43 minutes 36 seconds West, 66.87 feet; thence North 06 degrees 58 minutes 37 seconds East, 96.91 feet; thence North 01 degree 49 minutes 31 seconds East 35.85 feet; thence North 16 degrees 48 minutes 56 seconds East, 60.00 feet; thence North 07 degrees 05 minutes 33 seconds East, 76.43 feet, thence North 00 degrees 34 minutes 09 seconds West, 116.38 feet; thence North 39 degrees 44 minutes 27 seconds East, 169.43 feet; thence North 71 degrees 13 minutes 01 second East, 271.28 feet; thence North 74 degrees 15 minutes 03 seconds East, 297.97 feet; thence South 31 degrees 56 minutes 42 seconds East, 164.54 feet; thence South 32 degrees 08 minutes 44 seconds East, 108.40 feet; thence South 40 degrees 10 minutes 20 seconds East, 73.08 feet; thence South 69 degrees 31 minutes 53 seconds East, 87.53 feet, thence South 42 degrees 54 minutes 33 seconds East, 79.69 feet; thence South 07 degrees 27 minutes 21 seconds East, 31.71 feet; thence South 69 degrees 23 minutes 46 seconds East, 43.02 feet; thence South 46 degrees 30 minutes 43 seconds East, 57.12 feet; thence South 37 degrees 45 minutes 37 seconds East, 31.45 feet; thence North 86 degrees 48 minutes 37 seconds East, 30.36 feet; thence North 54 degrees 03 minutes 43 seconds East, 31.26 feet; thence South 58 degrees 31 minutes 11 seconds East, 51.47 feet; thence South 44 degrees 44 minutes 28 seconds East, 14.24 feet; thence South 88 degrees 59 minutes 08 seconds East, 891.22 feet; thence South 00 degrees 09 minutes 30 seconds West, 80.01 feet; thence North 88 degrees 59 minutes 08 seconds West, 427.78 feet; thence South 29 degrees 43 minutes 26 seconds East, 17.44 feet; thence South 69 degrees 48 minutes 28 seconds West, 25.00 feet; thence South 20 degrees 11 minutes 32 seconds East, 27.15 feet; thence South 11 degrees 39 minutes 09 seconds East, 39.63 feet; thence South 23 degrees 38 minutes 52 seconds East, 48.04 feet; thence South 53 degrees 07 minutes 10 seconds East, 122.11 feet; thence South 46 degrees 42 minutes 11 seconds East, 90.03 feet; thence South 03 degrees 01 minute 58 seconds East, 92.56 feet; thence South 47 degrees 49 minutes 40 seconds East, 33.03 feet; thence North 53 degrees 25 minutes 33 seconds East, 25.49 feet; thence South 47 degrees 49 minutes 40 seconds East, 100.23 feet; thence South 60 degrees 07 minutes 51 seconds East, 131.80 feet; thence South 24 degrees 24 minutes 38 seconds East, 64.33 feet; thence South 65 degrees 35 minutes 17 seconds West, 25.00 feet; thence South 24 degrees 24 minutes 43 seconds East, 32.86 feet; thence South 68 degrees 19 minutes 00 seconds East, 104.99 feet; thence South 63 degrees 22 minutes 28 seconds East, 144.27 feet; thence South 50 degrees 16 minutes 53 seconds East, 95.02 feet; thence South 12 degrees 21 minutes 28 seconds East, 159.61 feet; thence South 10 degrees 27 minutes 51 seconds West, 23.49 feet; thence South 61 degrees 22 minutes 15 seconds East, 27.79 feet; thence South 18 degrees 52 minutes 31 seconds West, 21.10 feet; thence South 48 degrees 36 minutes 43 seconds East, 10.18 feet; thence North 28 degrees 32 minutes 04 seconds East, 95.46 feet; thence South 61 degrees 27 minutes 56 seconds East, 58.63 feet; thence South 76 degrees 05 minutes 55 seconds East, 50.87 feet, thence South 71 degrees 06 minutes 07 seconds East, 188.77 feet, thence South 61 degrees 42 minutes 04 seconds East, 70.47 feet; thence South 83 degrees 38 minutes 35 seconds East, 100.48 feet; thence North 54 degrees 14 minutes 16 seconds East, 131.35 feet; thence North 59 degrees 39 minutes 12 seconds East, 103.47 feet; thence North 07 degrees 30 minutes 36 seconds East, 141.61 feet; thence North 41 degrees 02 minutes 46 seconds West, 76.16 feet; thence South 87 degrees 17 minutes 19 seconds East, 99.94 feet; thence South 02 degrees 42 minutes 39 seconds West, 603.58 feet to the Point of Beginning; being 79.84 acres, more or less, in area.



*E.*



*1.*



This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

## **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS**

This Collateral Assignment and Assumption of Development Rights (“**Assignment**”) is made and entered by and between:

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose mailing address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (“**Developer**”).

### **RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners in and for Clay 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, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the primary landowner and developer of lands within the boundaries of the District known as Phase 3B and 3C planned for 247 residential lots and related improvements, which lands are further described in the attached **Exhibit A**; and

**WHEREAS**, the District previously adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“**Improvements**”) within the District, as described in that certain *Rolling Hills Community Development District Improvement Plan* dated August 15, 2006 (“**Capital Improvement Plan**”), as amended, incorporated herein by this reference; and

**WHEREAS**, the District previously financed a portion of the Capital Improvement Plan (“**Series 2006 Project**”) through the issuance of its Series 2006A and Series 2006B Capital Improvement Revenue Bonds (together, “**Series 2006 Bonds**”), which were secured by previously



imposed special assessments on the lands specially benefitted by the Series 2006 Project (“**Series 2006 Assessments**”)<sup>1</sup>; and

**WHEREAS**, the District previously adopted Resolution 2009-04, declaring the Series 2006 Project complete and modifying the Capital Improvement Plan (“**Revised Capital Improvement Plan**”); and

**WHEREAS**, the District previously issued its Series 2015A-1, Series 2015A-2 (Senior Lien), Series 2015B (Subordinate Lien) and Series 2015A-3 (“**Series 2015A-3 Bonds**”) Improvement Revenue Refunding Bonds, in exchange for and to refund a portion of the Series 2006 Bonds and reallocated a portion of the Series 2006 Assessments (“**Series 2015 Assessments**”)<sup>2</sup>; and

**WHEREAS**, the District previously issued its Series 2020A-1 Capital Improvement Revenue Bonds (“**Series 2020A-1 Bonds**”) and Series 2020A-2 Capital Improvement Revenue and Refunding Bonds (“**Series 2020A-2 Bonds**” and together with the Series 2020A-1 Bonds, the “**Series 2020 Bonds**”), to finance a portion of the Revised Capital Improvement Plan known as Phase 3A (“**Series 2020 Project**”) and to refund a portion of the Series 2015A-3 Bonds (“**Series 2020 Assessments**”)<sup>3</sup>; and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best interests of the District to refinance the outstanding Series 2015A-3 Bonds (the “**Refunded Bonds**”), which is currently outstanding in the aggregate principal amount of \$1,953,315, and to finance a portion of the Revised Capital Improvement Plan known as Phase 3B and 3C (“**Series 2021 Project**”) as more particularly described in that *Fourth Supplemental Engineer’s Report*, dated June 3, 2021 (“**Supplemental Engineer’s Report**”), adopted by the Board on [August 10, 2021], and attached hereto as **Exhibit B** and incorporated herein by this reference; and

**WHEREAS**, pursuant to Resolution 2022-02 adopted by the Board on October 12, 2021, (“**2021 Delegation Resolution**”), the District has determined to issue its Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1, in the aggregate principal amount of \$\_\_\_\_\_ (the “**Series 2021A-1 Bonds**”) to finance a portion of the costs of the Series 2021 Project and to issue its Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2, in the aggregate principal amount of \$\_\_\_\_\_ (“**Series 2021A-2 Bonds**”, and together with Series 2021A-2 Bonds, the “**Series 2021 Bonds**”) to redeem the Refunded Bonds and further finance a portion of the costs of the Series 2021 Project; and

---

<sup>1</sup> The Series 2006 Assessments were levied by Resolutions 2006-12, 2006-13, 2006-18 and 2007-02 (“**Series 2006 Assessment Resolutions**”).

<sup>2</sup> The Series 2015 Assessments were levied by Resolutions 2015-08, 2015-09 and 2016-02 (“**Series 2015 Assessment Resolutions**”).

<sup>3</sup> Series 2020 Assessments were levied by Resolution 2021-01.



**WHEREAS**, pursuant to the Series 2006 Assessment Resolutions, the Series 2015 Assessment Resolutions, and Resolutions 2021-07, 2021-08, 2021-12, 2021-13 and 2022-\_\_ (collectively, “**Assessment Resolutions**”), the District adopted its *Master Special Assessment Methodology Report for the Phase 3B and 3C Project*, dated June 22, 2021, as supplemented by that *Supplemental Special Assessment Methodology Report for the Series 2021 Refunding Capital Improvement Revenue Bonds for Phases 3B and 3C*, dated June 22, 2021, as further supplemented by that *Supplemental Special Assessment Methodology Report for Capital Improvement Revenue and Refunding Bonds, Series 2021*, dated \_\_\_\_\_, 2021 (collectively, “**Assessment Methodology**”), providing for the allocation of special assessments (“**Series 2021 Assessments**”) among the lands benefitting from the Series 2021 Project (“**Series 2021 Assessment Area**”), securing the Series 2021 Bonds; and

**WHEREAS**, the Developer has acquired, or hereafter may acquire, certain rights (“**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Series 2021 Assessment Area and the Series 2021 Project (collectively, “**Contract Documents**”); and

**WHEREAS**, the District and the Developer anticipate that (i) the Series 2021 Assessment Area will continue to be subdivided into single-family lots through the County’s approval of multiple subdivision plats, (ii) true-up payments, if any are due as to the Series 2021 Assessment Area, will be made pursuant to a separate true-up agreement being entered into between the District and the Developer concurrent herewith, and (iii) all of the Series 2021 Assessment Area, or lots therein, will be sold to unaffiliated homebuilders or homebuyers (“**Development Completion**”); and

**WHEREAS**, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Bonds will not receive the full benefit of their investment in the Series 2021 Bonds; and

**WHEREAS**, during the period in which the Series 2021 Assessment Area are being developed and the Series 2021 Project has yet to reach 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 Series 2021 Assessments securing the Series 2021 Bonds; and

**WHEREAS**, in the event of default in the payment of the Series 2021 Assessments securing the Series 2021 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Series 2021 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (“**Remedial Rights**”); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development and Contract Rights, to complete development of the Series 2021 Assessment Area to the extent that such Development and Contract Rights have not been previously assigned, transferred, or otherwise conveyed to a homebuilder resulting from the sale of certain Series 2021 Assessment Area in the ordinary course of business, Clay County, the District, any applicable homeowner’s association or other governing entity or association for the benefit of the Project (“**Prior Transfer**”); and



**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Series 2021 Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer's Report and the Assessment Methodology and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer to pay the Series 2021 Assessments levied against the Series 2021 Assessment Area, which failure is not cured within any applicable cure period; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Series 2021 Assessment Area, any and all affiliated entities or successors-in-interest to the Series 2021 Assessment Area shall be subject to this Assignment, which shall be recorded in the Official Records of Clay County, Florida, except as set forth in this Assignment; 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 Series 2021 Project.

**NOW, THEREFORE**, in consideration of the above recitals which the parties 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 District and the Developer agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Assignment.

**SECTION 2. COLLATERAL ASSIGNMENT.**

**A.** The Developer hereby agrees to collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by Developer or subsequently acquired by the Developer, all of its Development and Contract Rights as security for Developer's payment and performance and discharge of its obligation to pay the Series 2021 Assessments levied against the Series 2021 Assessment Area; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Series 2021 Project or Series 2021 Assessment Area. Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following, but shall specifically exclude any portion of the Development and Contract Rights which are subject to a Prior Transfer:

**1.** Any declaration of covenants of a homeowner's association governing the Series 2021 Assessment Area, as recorded in the Official Records of Clay County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Developer.

**2.** Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other improvements to or affecting the Series 2021 Assessment Area.



3. Preliminary and final plats and/or site plans for the Series 2021 Assessment Area.

4. Architectural plans and specifications for buildings and other improvements to the Series 2021 Assessment Area, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Series 2021 Assessment Area or the Series 2021 Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Series 2021 Assessment Area or the Series 2021 Project or the construction of improvements thereon (other than those associated with homebuilding or home construction), together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of utility services to the Series 2021 Project, including the lots, and all hookup fees and utility deposits paid by the Developer in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Developer to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Developer from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Series 2021 Assessment Area by Developer in connection with the development of Series 2021 Assessment Area or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations of Developer arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

**B.** This Assignment is not intended to and shall not impair or interfere with the development of Series 2021 Assessment Area, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan or land intended to be made subject to a plat and/or site plan (“**Builder Contracts**”), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Developer to pay the Series 2021 Assessments levied against the Series 2021 Assessment Area, and the District, Trustee or their assignee acquires any Series 2021 Assessment Area as a result of the exercise of the Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.



C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2021 Bonds in full; (ii) Development Completion; or (iii) upon a Prior Transfer as to the portion of the Series 2021 Assessment Area which are subject to the Prior Transfer (“**Term**”). The portion of the Series 2021 Assessment Area so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Series 2021 Assessment Area and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Series 2021 Assessment Area so transferred without making exception for this Assignment.

**SECTION 3. DEVELOPER WARRANTIES.** The Developer represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Developer:

A. Other than pursuant to the Builder Contracts, the Developer has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Developer, the Developer has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Developer, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Series 2021 Assessment Area (other than a Prior Transfer) shall subject any and all affiliated entities or successors-in-interest of the Developer to this Assignment.

**SECTION 4. DEVELOPER COVENANTS.** The Developer covenants with the District that during the Term:

A. The Developer will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed, and observed each and every material condition and covenant of the Developer relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Developer, together with a complete copy of any such claim.



**B.** The Development and Contract Rights include all of Developer's right to modify the Development and Contract Rights, to terminate the Development and Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development and Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development and Contract Rights which pertain to lands outside of the District not relating to development of the Series 2021 Assessment Area. Upon an Event of Default, the rights as outlined within this Section 4(b) shall be included as part of the Development and Contract Rights assigned to the District.

**C.** In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Developer or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Developer, the Developer shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred and twenty (120) days.

**SECTION 5. DISTRICT OBLIGATIONS.** Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion, nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

**SECTION 6. EVENT(S) OF DEFAULT.** Any breach of the Developer's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an event of default ("**Event of Default**") under this Assignment.

**SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT.** Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), 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 and Contract Rights and exercise any and all rights of the Developer therein as fully as Developer could;

**B.** Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

**C.** Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Series 2021 Assessment Area or the performance of the Developer's obligations under the Contract Documents. Neither entry upon and taking possession of the Series 2021 Assessment Area nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Developer to the District, or prohibit the taking of any other action by



District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

**D.** After the Developer's receipt of a demand notice from the District following an Event of Default, the Developer will use reasonable, good faith efforts at the sole cost and expense of the Developer to (i) enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Developer or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Developer's receipt of a demand notice from the District following an Event of Default, the Developer will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2021 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the Series 2021 Bonds.

**SECTION 8. AUTHORIZATION.** Upon the occurrence of and during the continuation of an Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

**SECTION 9. SECURITY AGREEMENT.** Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents 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 and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

**SECTION 10. AMENDMENTS.** This Assignment shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of the parties hereto, which is duly executed.

**SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES.** This Assignment 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 Assignment. Nothing in this Assignment 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 Assignment or any of the provisions or conditions of this Assignment; and all of the



provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Series 2021 Assessment Area herefrom upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2021 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 12. ENFORCEMENT.** In the event that either party is required to enforce this Assignment 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.

**SECTION 13. AUTHORIZATION.** The execution of this Assignment 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 with respect to the executors of this Assignment; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

**A. If to the District:**

Rolling Hills Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: Jim Oliver, District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan, District Counsel

**B. If to Developer:**

Garden Street Communities Southeast, LLC  
3000 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563  
Attn: Lucas R. Henderson, General Counsel

**And also a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jason E. Merritt, Developer Counsel



Except as otherwise provided in this Assignment, 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 Assignment 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. 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.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Assignment 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 Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, 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.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Assignment 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 exclusive venue for any litigation arising out of or related to this Assignment shall be in Clay County, Florida

**SECTION 17. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**SECTION 18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment 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 statute, and nothing in this Assignment 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.

**SECTION 20. CONSTRUCTION.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

**SECTION 21. COUNTERPARTS.** This Assignment 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.

**SECTION 22. EFFECTIVE DATE.** This Assignment shall be effective \_\_\_\_\_, 2021.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the Developer and the District have caused this Assignment to be executed.

**WITNESSES:**

**GARDEN STREET COMMUNITIES SOUTHEAST,  
LLC**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: William B. Adams, Sr.

Its: Manager

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by William B. Adams, Sr. as Manager of Garden Street Communities Southeast, LLC, on behalf of company.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]



**WITNESSES:**

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature

Printed name:\_\_\_\_\_

\_\_\_\_\_  
By: Shannon Jordan

Its: Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness Signature

Printed name:\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Shannon Jordan, as Chairperson of the Board of Supervisors of the Rolling Hills Community Development District, on behalf of the District.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

**Exhibit A:**    Legal Description of Series 2021 Assessment Area



## EXHIBIT A

### Legal Description of Series 2021 Assessment Area

#### MAP SHOWING ALTA/NSPS LAND TITLE SURVEY OF

A parcel of land situated in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southeast corner of said Section 27; thence on the south line thereof, run North 89 degrees 34 minutes 48 seconds West, 50.04 feet to the point of beginning; thence continue on said south line, North 89 degrees 34 minutes 48 seconds West, 2.777.40 feet; thence North 05 degrees 16 minutes 19 seconds West, 20.10 feet; thence South 89 degrees 34 minutes 48 seconds East, 25.13 feet; thence North 05 degrees 22 minutes 59 seconds West, 83.13 feet; thence North 70 degrees 30 minutes 33 seconds West, 76.27 feet; thence North 52 degrees 33 minutes 57 seconds West, 51.04 feet; thence North 25 degrees 32 minutes 37 seconds West, 77.33 feet; thence North 33 degrees 11 minutes 46 seconds West, 152.94 feet; thence North 18 degrees 35 minutes 21 seconds West, 134.62 feet; thence North 30 degrees 13 minutes 31 seconds West, 66.99 feet; thence North 02 degrees 22 minutes 13 seconds West, 75.25 feet; thence North 17 degrees 43 minutes 11 seconds West, 164.29 feet; thence North 22 degrees 58 minutes 45 seconds West, 121.33 feet; thence North 25 degrees 40 minutes 01 seconds West, 69.47 feet; thence North 17 degrees 17 minutes 16 seconds East, 43.54 feet; thence North 13 degrees 44 minutes 25 seconds West, 76.41 feet; thence North 00 degrees 17 minutes 49 seconds East, 85.86 feet; thence North 09 degrees 43 minutes 36 seconds West, 66.87 feet; thence North 06 degrees 58 minutes 37 seconds East, 96.91 feet; thence North 01 degree 49 minutes 31 seconds East, 35.85 feet; thence North 16 degrees 48 minutes 56 seconds East, 60.00 feet; thence North 07 degrees 05 minutes 33 seconds East, 76.43 feet; thence North 00 degrees 34 minutes 09 seconds West, 116.38 feet; thence North 39 degrees 44 minutes 27 seconds East, 169.43 feet; thence North 71 degrees 13 minutes 01 seconds East, 271.28 feet; thence North 74 degrees 15 minutes 03 seconds East, 297.97 feet; thence South 31 degrees 56 minutes 42 seconds East, 164.54 feet; thence South 32 degrees 08 minutes 44 seconds East, 108.40 feet; thence South 40 degrees 10 minutes 20 seconds East, 73.08 feet; thence South 69 degrees 31 minutes 53 seconds East, 87.53 feet; thence South 42 degrees 54 minutes 33 seconds East, 79.69 feet; thence South 07 degrees 27 minutes 21 seconds East, 31.71 feet; thence South 69 degrees 23 minutes 46 seconds East, 43.02 feet; thence South 46 degrees 30 minutes 43 seconds East, 57.12 feet; thence South 37 degrees 45 minutes 37 seconds East, 31.45 feet; thence North 86 degrees 48 minutes 37 seconds East, 30.36 feet; thence North 54 degrees 03 minutes 43 seconds East, 31.26 feet; thence South 58 degrees 31 minutes 11 seconds East, 51.47 feet; thence South 44 degrees 44 minutes 28 seconds East, 14.24 feet; thence South 88 degrees 59 minutes 08 seconds East, 891.22 feet; thence South 00 degrees 09 minutes 30 seconds West, 80.01 feet; thence North 88 degrees 59 minutes 09 seconds West, 427.78 feet; thence South 29 degrees 43 minutes 26 seconds East, 17.44 feet; thence South 69 degrees 48 minutes 28 seconds West, 25.00 feet; thence South 20 degrees 11 minutes 32 seconds East, 27.15 feet; thence South 11 degrees 39 minutes 09 seconds East, 39.63 feet; thence South 23 degrees 38 minutes 52 seconds East, 48.04 feet; thence South 53 degrees 07 minutes 10 seconds East, 122.11 feet; thence South 46 degrees 42 minutes 11 seconds East, 90.03 feet; thence South 03 degrees 01 minute 58 seconds East, 92.56 feet; thence South 47 degrees 49 minutes 40 seconds East, 33.03 feet; thence North 53 degrees 25 minutes 33 seconds East, 25.49 feet; thence South 47 degrees 49 minutes 40 seconds East, 100.23 feet; thence South 60 degrees 07 minutes 51 seconds East, 131.80 feet; thence South 24 degrees 24 minutes 38 seconds East, 64.33 feet; thence South 65 degrees 35 minutes 17 seconds West, 25.00 feet; thence South 24 degrees 24 minutes 43 seconds East, 32.86 feet; thence South 68 degrees 19 minutes 00 seconds East, 104.99 feet; thence South 63 degrees 22 minutes 28 seconds East, 144.27 feet; thence South 50 degrees 16 minutes 53 seconds East, 95.02 feet; thence South 12 degrees 21 minutes 28 seconds East, 159.61 feet; thence South 10 degrees 27 minutes 51 seconds West, 23.49 feet; thence South 61 degrees 22 minutes 15 seconds East, 27.79 feet; thence South 18 degrees 52 minutes 31 seconds West, 21.10 feet; thence South 48 degrees 36 minutes 43 seconds East, 10.18 feet; thence North 28 degrees 32 minutes 04 seconds East, 95.46 feet; thence South 61 degrees 27 minutes 56 seconds East, 58.63 feet; thence South 76 degrees 05 minutes 55 seconds East, 50.87 feet; thence South 71 degrees 06 minutes 07 seconds East, 188.77 feet; thence South 61 degrees 42 minutes 04 seconds East, 70.47 feet; thence South 83 degrees 38 minutes 35 seconds East, 100.48 feet; thence North 54 degrees 14 minutes 16 seconds East, 131.35 feet; thence North 59 degrees 39 minutes 12 seconds East, 103.47 feet; thence North 07 degrees 30 minutes 36 seconds East, 141.61 feet; thence North 41 degrees 02 minutes 46 seconds West, 76.16 feet; thence South 87 degrees 17 minutes 19 seconds East, 99.94 feet; thence South 02 degrees 42 minutes 39 seconds West, 603.58 feet to the point of beginning; being 79.84 acres, more or less, in area.

Certified to: Garden Street Communities

Scale 1" = 100'

Date of survey: April 4, 2021





2.



This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**AGREEMENT BY AND BETWEEN ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT AND GARDEN STREET COMMUNITIES SOUTHEAST, LLC, REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2021 ASSESSMENTS**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose mailing address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners in and for Clay 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, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the primary landowner and developer of lands within the boundaries of the District known as Phase 3B and 3C planned for 247 residential lots and related improvements, which lands are further described in the attached **Exhibit A**; and

**WHEREAS**, the District previously adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within the District, as described in that certain *Rolling Hills Community Development District Improvement Plan* dated August 15, 2006 (“**Capital Improvement Plan**”), as amended, incorporated herein by this reference; and

**WHEREAS**, the District previously financed a portion of the Capital Improvement Plan (“**Series 2006 Project**”) through the issuance of its Series 2006A and Series 2006B Capital



Improvement Revenue Bonds (together, “**Series 2006 Bonds**”), which were secured by previously imposed special assessments on the lands specially benefitted by the Series 2006 Project (“**Series 2006 Assessments**”)<sup>1</sup>; and

**WHEREAS**, the District previously adopted Resolution 2009-04, declaring the Series 2006 Project complete and modifying the Capital Improvement Plan (“**Revised Capital Improvement Plan**”); and

**WHEREAS**, the District previously issued its Series 2015A-1, Series 2015A-2 (Senior Lien), Series 2015B (Subordinate Lien) and Series 2015A-3 (“**Series 2015A-3 Bonds**”) Improvement Revenue Refunding Bonds, in exchange for and to refund a portion of the Series 2006 Bonds and reallocated a portion of the Series 2006 Assessments (“**Series 2015 Assessments**”)<sup>2</sup>; and

**WHEREAS**, the District previously issued its Series 2020A-1 Capital Improvement Revenue Bonds (“**Series 2020A-1 Bonds**”) and Series 2020A-2 Capital Improvement Revenue and Refunding Bonds (“**Series 2020A-2 Bonds**” and together with the Series 2020A-1 Bonds, the “**Series 2020 Bonds**”), to finance a portion of the Revised Capital Improvement Plan known as Phase 3A (“**Series 2020 Project**”) and to refund a portion of the Series 2015A-3 Bonds (“**Series 2020 Assessments**”)<sup>3</sup>; and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best interests of the District to refinance the outstanding Series 2015A-3 Bonds (the “**Refunded Bonds**”), which is currently outstanding in the aggregate principal amount of \$1,953,315, and to finance a portion of the Revised Capital Improvement Plan known as Phase 3B and 3C (“**Series 2021 Project**”) as more particularly described in that *Fourth Supplemental Engineer’s Report*, dated June 3, 2021 (“**Supplemental Engineer’s Report**”), adopted by the Board on [August 10, 2021], and attached hereto as **Exhibit B** and incorporated herein by this reference; and

**WHEREAS**, pursuant to Resolution 2022-02 adopted by the Board on October 12, 2021 (“**2021 Delegation Resolution**”), the District has determined to issue its Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1, in the aggregate principal amount of \$\_\_\_\_\_ (the “**Series 2021A-1 Bonds**”) to finance a portion of the costs of the Series 2021 Project and to issue its Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2, in the aggregate principal amount of \$\_\_\_\_\_ (“**Series 2021A-2 Bonds**”, and together with Series 2021A-1 Bonds, the “**Series 2021 Bonds**”) to redeem the Refunded Bonds and further finance a portion of the costs of the Series 2021 Project; and

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<sup>1</sup> The Series 2006 Assessments were levied by Resolutions 2006-12, 2006-13, 2006-18 and 2007-02 (“**Series 2006 Assessment Resolutions**”).

<sup>2</sup> The Series 2015 Assessments were levied by Resolutions 2015-08, 2015-09 and 2016-02 (“**Series 2015 Assessment Resolutions**”).

<sup>3</sup> Series 2020 Assessments were levied by Resolution 2021-01.



**WHEREAS**, pursuant to the Series 2006 Assessment Resolutions, the Series 2015 Assessment Resolutions, and Resolutions 2021-07, 2021-08, 2021-12, 2021-13 and 2022-\_\_ (collectively, “**Assessment Resolutions**”), the District adopted its *Master Special Assessment Methodology Report for the Phase 3B and 3C Project*, dated June 22, 2021, as supplemented by that *Supplemental Special Assessment Methodology Report for the Series 2021 Refunding Capital Improvement Revenue Bonds for Phases 3B and 3C*, dated June 22, 2021, as further supplemented by that *Supplemental Special Assessment Methodology Report for Capital Improvement Revenue and Refunding Bonds, Series 2021*, dated \_\_\_\_\_, 2021 (collectively, “**Assessment Methodology**”), providing for the allocation of special assessments (“**Series 2021 Assessments**”) among the lands benefitting from the Series 2021 Project (“**Series 2021 Assessment Area**”), securing the Series 2021 Bonds; and

**WHEREAS**, Developer agrees that all of the Series 2021 Assessment Area including the Developer’s lands benefit from the timely design, construction, or acquisition of the improvements that make up the Series 2021 Project; and

**WHEREAS**, Developer agrees that the Series 2021 Assessments which were imposed on the Series 2021 Assessment Area have been validly imposed and constitute valid, legal and binding liens upon the Series 2021 Assessment Area, which Series 2021 Assessments remain unsatisfied; and

**WHEREAS**, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2021 Assessments on the Series 2021 Assessment Area; and

**WHEREAS**, the Assessment Methodology provides that as Series 2021 Assessment Area are platted, the allocation of the amounts assessed to and constituting a lien upon Series 2021 Assessment Area would be calculated based upon certain density assumptions relating to the number of each type of single-family units to be constructed on Series 2021 Assessment Area, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends that Series 2021 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Methodology; and

**WHEREAS**, the Assessment Methodology anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the District’s Assessment Methodology (which payments shall collectively be referenced as “**True-Up Payment**”); and

**WHEREAS**, Developer and the District desire to enter into an agreement to confirm Developer’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Series 2021 Assessments, subject to the terms and conditions contained herein.



**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Series 2021 Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2021 Assessments.

**SECTION 3. PAYMENT OF ASSESSMENTS.**

**A.** Developer agrees and covenants to timely pay all such Series 2021 Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable acres owned by Developer, whether the Series 2021 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law.

**B.** Developer agrees that to the extent Developer fails to timely pay all Series 2021 Assessments collected by mailed notice of the District, said unpaid Series 2021 Assessments (including True-Up Payments) 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 or may be foreclosed on as provided for in Florida law.

**C.** Developer agrees that the provisions of this Agreement shall constitute a covenant running with Series 2021 Assessment Area and shall remain in full force and effect and be binding upon Developer, its legal representatives, estates, successors, grantees, and assigns as to the Series 2021 Assessment Area until released pursuant to the terms herein.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

**A.** *Assumptions as to the Series 2021 Assessments.* As of the date of the execution of this Agreement, Developer has informed the District that Developer anticipates that a total of two hundred forty-seven (247) single-family residential dwelling units, as more specifically described by unit size/number in the Assessment Methodology, will be constructed within Series 2021 Assessment Area.

**B.** *Process for Reallocation of Assessments.* The Series 2021 Assessments will initially be levied on a per acre basis in Series 2021 Assessment Area and will be reallocated as Series 2021 Assessment Area are platted into dwelling units (“**Reallocation**”). In connection with such platting of acreage within Series 2021 Assessment Area, the Series 2021 Assessments



imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Developer covenants that such plat shall be presented to the District. The District shall allocate the Series 2021 Assessments to the residential product types being platted and the remaining property in accordance with the Assessment Methodology and cause such Reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that at the time of recording any and all plats containing any portion of the Series 2021 Assessment Area, as the District's boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Series 2021 Assessments to the product types being platted and the remaining property in accordance with the Assessment Methodology. Developer covenants to comply, or cause others to comply, with this requirement for the Reallocation as to the Series 2021 Assessment Area. The District agrees that no further action by the Board shall be required. The District's review of the plats shall be limited solely to the Reallocation of Series 2021 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within Series 2021 Assessment Area is platted (each such date being a "**True-Up Date**"), the District shall determine if the debt per developable acre remaining on the unplatted Series 2021 Assessment Area within the Series 2021 Assessment Area exceeds the maximum par debt per developable acre of \$\_\_\_\_\_ within Phases 3B and 3C (as identified in the Assessment Methodology) for the Series 2021 Assessments, and if it is, a debt reduction payment in the amount of such excess debt per developable acre ("**True-Up Payment**") shall become immediately due and payable by Developer that tax year in accordance with the Assessment Methodology, in addition to the regular assessment installment payable for Series 2021 Assessment Area owned by the Developer. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the Series 2021 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii) The foregoing is based on the District's understanding with Developer that the maximum par debt per developable acre for Series 2021 Assessment Area is \$\_\_\_\_\_ within Phases 3B and 3C (as identified in the Assessment Methodology) for the Series 2021 Assessments. In no event shall the District collect Series 2021 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Series 2021 Project, including all costs of financing and interest. The District, however, may collect Series 2021 Assessments in excess of the annual debt service related to the Series 2021 Project, including all costs of financing and interest, which shall be applied to prepay the Series 2021 Bonds. If the strict application of the true-up methodology



to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the Series 2021 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be a method of enforcement of Developer's obligation to abide by the requirements of the Reallocation of Series 2021 Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief, and specific performance.

**SECTION 6. ASSIGNMENT.**

A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Series 2021 Assessment Area, binding upon Developer and its successors and assigns as to the Series 2021 Assessment Area or portions thereof, and any transferee of any portion of the Series 2021 Assessment Area as set forth in this Section, except as permitted by subsection B., below, or subject to the conditions set forth in subsection C., below.

B. ***Exceptions*** – Developer shall not transfer any portion of the Series 2021 Assessment Area to any third party without complying with the terms of subsection C. below, other than:

- (i) Platted and fully developed lots to homebuilders restricted from replatting;
- (ii) Platted and fully developed lots to end users; and
- (iii) Portions of the Series 2021 Assessment Area which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.

Any transfer of any portion of the Series 2021 Assessment Area pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of the Series 2021 Assessment Area from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

C. ***Transfer Conditions*** – Developer shall not transfer any portion of the Series 2021 Assessment Area to any third party, except as permitted by subsection B. above, without satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer ("**Transfer Condition**"). Any transfer that is consummated pursuant to this Section shall operate as a release of Developer from its obligations under this Agreement as to such portion of the Series 2021 Assessment Area only arising from and after the



date of such transfer and satisfaction of the Transfer Condition and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Developer's obligations in accordance herewith shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of the Series 2021 Assessment Area so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 8. NOTICE.** 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, as follows:

- A. If to the District:** Rolling Hills Community  
Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: Jim Oliver, District Manager
- With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan, District Counsel
- B. If to Developer:** Garden Street Communities Southeast, LLC  
3000 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563  
Attn: Lucas R. Henderson, General Counsel
- And also a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jason E. Merritt, Developer Counsel

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.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 9. ASSIGNMENT.** No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

**SECTION 10. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties.

**SECTION 11. TERMINATION.** This Agreement shall terminate automatically upon all Series 2021 Assessments having been allocated and the payment of any True-Up Payment having been determined to be due.

**SECTION 12. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 13. BENEFICIARIES.** Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Series 2020 Bonds, on behalf of the Series 2020 Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**SECTION 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 statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that the exclusive venue for any dispute arising out of this Agreement, whether in or out of court, shall be in Clay County, Florida.

**SECTION 16. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 17. EFFECTIVE DATE.** This Agreement shall be effective \_\_\_\_\_, 2021.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the Developer and the District have caused this Assignment to be executed.

**WITNESSES:**

**GARDEN STREET COMMUNITIES SOUTHEAST,  
LLC**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: William B. Adams, Sr.

Its: Manager

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by William B. Adams, Sr. as Manager of Garden Street Communities Southeast, LLC, on behalf of company.

\_\_\_\_\_  
Notary Public, State of Florida

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]



**WITNESSES:**

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: Shannon Jordan

Its: Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Shannon Jordan, as Chairperson of the Board of Supervisors of the Rolling Hills Community Development District, on behalf of the District.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**Exhibit A:** Description of Series 2021 Assessment Area



## **EXHIBIT A**

Legal Description of Series 2021 Assessment Area

DRAFT



3.



This instrument was prepared by and  
upon recording should be returned to:

Katie S. Buchanan, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

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**DECLARATION OF CONSENT TO JURISDICTION OF  
ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF SPECIAL ASSESSMENTS (SERIES 2021)**

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company (the “Landowner”), is the owner of certain lands within the boundaries of the District, which lands consist of approximately 79.84 gross acres representing Phase 3B and 3C of the development, planned for a total of 247 single-family lots as more particularly described in Exhibit A attached hereto and made part hereof (the “Series 2021 Assessment Area”), located within the boundaries of the Rolling Hills Community Development District (the “District”). The Landowner, intending that it and its successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after March 21, 2006, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that (a) the petition filed with the Board of County Commissioners of Clay County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 2006-9, effective as of March 21, 2006, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were and are duly and properly designated and/or elected pursuant to the Act to serve in their official capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 21, 2006, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby acknowledges and agrees, that the debt service special assessments on the Series 2021 Assessment Area (the “Series 2021 Assessments”) imposed by Resolution Nos. 2006-12, 2006-13, 2006-18, 2015-08, 2015-09, 2016-02, 2021-07, 2021-08, 2021-12, 2021-13 and 2022-\_\_ (collectively, the “Assessment Resolutions”), duly adopted by the Board, and all proceedings undertaken by the District as of the date hereof with respect to the Series 2021 Assessments have been in accordance with applicable Florida law, that the District has taken all actions necessary to levy and impose the Series 2021 Assessments, and the Series 2021 Assessments are legal, valid and binding first liens upon the Series 2021 Assessment Area co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.



3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Series 2021 Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Series 2021 Assessments in full or in part, but with interest, under the circumstances set forth in the Assessment Resolutions of the District levying the Series 2021 Assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2021 Assessments, the Assessment Resolutions, and the terms of the (a) Agreement by and between the District and Landowner Regarding the Acquisition of Work Product, Improvements and Real Property; (b) Agreement between the District and Landowner Regarding the Completion of Certain Improvements, (c) Agreement between the District and Landowner Regarding True Up and Payment of Series 2021 Assessments; and (d) Collateral Assignment and Assumption of Development Rights, all effective as of \_\_\_\_\_, 2021 (documents (a) through (d) collectively referred to herein as the “Financing Documents”) as they relate to the District’s issuance of the Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021 (the “Series 2021 Bonds”), or securing payment thereof, are valid and binding obligations enforceable under the laws of the State of Florida in accordance with their respective terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2021 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2021 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims) (iii) to the extent Landowner fails to timely pay any Series 2021 Assessments collected by mailed notice of the District, such unpaid Series 2021 Assessments and future Series 2021 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.

5. The Landowner hereby expressly waives (i) 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 (ii) any and all rights to challenge the validity of any argument, claim or defense resulting from any defect or omission of any and all District notices, meetings, workshops, public hearings and other proceedings in relation to the Series 2021 Assessments or the Series 2021 Bonds that were conducted on or prior to the date hereof whether pursuant to Florida law, including any extensions thereof.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Series 2021 Assessments is available from the District Manager, c/o Governmental Management Services, LLC (GMS), 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE SERIES 2021



ASSESSMENT AREA, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE SERIES 2021 ASSESSMENT AREA 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.

EFFECTIVE THIS \_\_\_\_ day of \_\_\_\_\_ 2021.

*[Signatures on the following page]*



**WITNESSES:**

**GARDEN STREET COMMUNITIES SOUTHEAST,  
LLC**

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: William B. Adams, Sr.

Its: Manager

\_\_\_\_\_  
Witness Signature

Printed name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by William B. Adams, Sr. as Manager of Garden Street Communities Southeast, LLC, on behalf of company.

\_\_\_\_\_  
Notary Public, State of Florida

[notary seal]

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_



**EXHIBIT A – SERIES 2021 ASSESSMENT AREA**

DRAFT



4.



**AGREEMENT BY AND BETWEEN THE ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT AND GARDEN STREET COMMUNITIES SOUTHEAST,  
LLC, REGARDING THE ACQUISITION OF WORK PRODUCT, IMPROVEMENTS  
AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose mailing address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners of Clay 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, operating and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the primary landowner and developer of lands within the boundaries of the District known as “**Phase 3B and 3C**” planned for 247 residential lots and related improvements, in Clay County, Florida (“**County**”), located within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services located within Phase 3B and 3C as authorized by Chapter 190, *Florida Statutes*, and further described in the *Fourth Supplemental Engineer’s Report*, dated June 3, 2021, attached hereto as **Exhibit A** (“**Project**”); and

**WHEREAS**, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its Capital Improvement Revenue Bonds (“**Future 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. 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 (“**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 and/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 Improvements and estimated cost. Additionally, Developer agrees to provide, at or prior to the 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 Future Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product and/or Improvements, and (ii) the fair market value of the Work Product and/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 and/or Improvements, and (ii) the fair market value of the Work Product and/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 Future 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 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 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 District and the Developer agree that it can be difficult to timely effect the turnover of infrastructure from the Developer to the District and then to a third party governmental entity, and, accordingly, the District and the Developer recognize and agree that the parties shall make reasonable efforts to transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, however, subject to the terms of this Agreement, the District has the obligation to acquire all such Work Product and/or Improvements that is



intended to be turned over to a third party governmental entity, and, in the event that the Developer transfers any such Work Product and/or Improvements to a third party governmental entity prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the District's bonds.

- 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 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.

**3. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the 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. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
- 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.

#### 4. **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.

**5. ACQUISITIONS AND BOND PROCEEDS.** The District shall in good faith pursue the issuance of the Future Bonds to finance a portion of the Project and may in the future, and in its sole discretion, elect to issue additional bonds. In the event that the District issues the Future Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Future Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. 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, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the District's adopted capital improvement plan 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.



**6. CONTRIBUTION OF INFRASTRUCTURE.** In connection with the issuance of the Future Bonds, the District will levy debt service special assessments to secure the repayment of the Future Bonds. If the Developer requests that such debt service special assessments be reduced for certain product types, the Developer agrees to provide a contribution of infrastructure comprising a portion of the Project and in the amounts set forth in the Assessment Report to accomplish any such requested reduction. Such contribution shall not be eligible for payment hereunder.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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 to the attention of: Lucas R. Henderson. 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.

**12. 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.

**13. 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.

**14. 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 and the Trustee and bondholders owning a majority of the aggregate principal amount of the Future Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

**15. 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 exclusive venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

**16. 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.

**17. 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.

**18. 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.



**19. 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.

**20. 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.

**21. EFFECTIVE DATE.** This Agreement shall be effective \_\_\_\_\_, 2021.

*[Remainder of this page intentionally left blank]*



**IN WITNESS WHEREOF**, the parties execute this Agreement on the date and year first written above.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: Shannon Jordan  
Its: Chairperson

**GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: William B. Adams, Sr.  
Its: Manager

**Exhibit A**     *Fourth Supplemental Engineer's Report, dated June 3, 2021*



5.



**AGREEMENT BETWEEN ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT AND GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC, REGARDING THE COMPLETION OF CERTAIN  
IMPROVEMENTS**

THIS COMPLETION AGREEMENT (“**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose mailing address is 3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners in and for Clay 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, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the primary landowner and developer of lands within the boundaries of the District known as Phase 3B and 3C planned for 247 residential lots (“**Series 2021 Assessment Area**”) and related improvements, which lands are further described in the attached **Exhibit A**; and

**WHEREAS**, the District previously adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services (“**Improvements**”) within the District, as described in that certain *Rolling Hills Community Development District Improvement Plan* dated August 15, 2006 (“**Capital Improvement Plan**”), as amended, incorporated herein by this reference; and

**WHEREAS**, the District previously financed a portion of the Capital Improvement Plan (“**Series 2006 Project**”) through the issuance of its Series 2006A and Series 2006B Capital Improvement Revenue Bonds (together, “**Series 2006 Bonds**”), which were secured by previously imposed special assessments on the lands specially benefitted by the Series 2006 Project (“**Series 2006 Assessments**”); and



**WHEREAS**, the District previously adopted Resolution 2009-04, declaring the Series 2006 Project complete and modifying the Capital Improvement Plan (**“Revised Capital Improvement Plan”**); and

**WHEREAS**, the District previously issued its Series 2015A-1, Series 2015A-2 (Senior Lien), Series 2015B (Subordinate Lien) and Series 2015A-3 (**“Series 2015A-3 Bonds”**) Improvement Revenue Refunding Bonds, in exchange for and to refund a portion of the Series 2006 Bonds and reallocated a portion of the Series 2006 Assessments; and

**WHEREAS**, the District previously issued its Series 2020A-1 Capital Improvement Revenue Bonds (**“Series 2020A-1 Bonds”**) and Series 2020A-2 Capital Improvement Revenue and Refunding Bonds (**“Series 2020A-2 Bonds”**) and together with the Series 2020A-1 Bonds, the **“Series 2020 Bonds”**, to finance a portion of the Revised Capital Improvement Plan known as Phase 3A (**“Series 2020 Project”**) and to refund a portion of the Series 2015A-3 Bonds; and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best interests of the District to refinance the outstanding Series 2015A-3 Bonds (the **“Refunded Bonds”**), which is currently outstanding in the aggregate principal amount of [\$\_\_\_\_\_], and to finance a portion of the Revised Capital Improvement Plan known as Phase 3B and 3C (**“Series 2021 Project”**) as more particularly described in that *Fourth Supplemental Engineer’s Report*, dated June 3, 2021 (**“Supplemental Engineer’s Report”**), adopted by the Board on August 10, 2021, and attached hereto as **Exhibit B** and incorporated herein by this reference; and

**WHEREAS**, pursuant to Resolution 2022-02 adopted by the Board on October 12, 2021 (**“2021 Delegation Resolution”**), the District has determined to issue its Rolling Hills Community Development District Capital Improvement Revenue Bonds, Series 2021A-1, in the aggregate principal amount of \$\_\_\_\_\_ (the **“Series 2021A-1 Bonds”**) to finance a portion of the costs of the Series 2021 Project and to issue its Rolling Hills Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2021A-2, in the aggregate principal amount of \$\_\_\_\_\_ (**“Series 2021A-2 Bonds”**, and together with Series 2021A-2 Bonds, the **“Series 2021 Bonds”**) to redeem the Refunded Bonds and further finance a portion of the costs of the Series 2021 Project; and

**WHEREAS**, in order to ensure that the Series 2021 Project is completed and funded in a timely manner, the Developer and the District hereby agree that, in consideration for the District agreeing to use its proceeds from the issuance of Series 2021 Bonds, should the existing proceeds be insufficient to complete the Series 2021 Project, the Developer will make provision for any additional funds that may be needed for the completion of the Series 2021 Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

**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 by reference as a material part of this Agreement.

**2. COMPLETION OF SERIES 2021 PROJECT.** The Developer and District agree that, as long as the District uses its net proceeds from the Series 2021 Bonds to construct the Series 2021 Project, as may be amended from time to time, should the District be unable to complete the Series 2021 Project with its existing proceeds, the Developer 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 Series 2021 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (“**Remaining Improvements**”), whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that 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 District, whether by way of the Series 2021 Bonds or any Bonds issued in the future. The Developer hereby acknowledges and agrees that the District is under no obligation to issue additional bonds in the future; provided, however, that Developer’s obligations under this Agreement are conditioned upon the District’s issuance of the Series 2021 Bonds.

(a) 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) 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, subject to a formal determination by the Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District’s best interests.

(c) Should there be any disagreement between the District and the Developer regarding the extent of the Improvements making up the Series 2021 Project, the District and the Developer agree that the District Engineer shall make the final determination.

(d) 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 Supplemental 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.



(e) The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Supplemental Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Improvements shall be made by a written amendment to the Supplemental Engineer's Report, which shall include an estimate of the cost of the changes, and which material changes shall require Developer consent, which shall not be unreasonably withheld. Such consent is not necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Improvements are materially changed in response to a requirement imposed by a regulatory agency, provided, however, that the District agrees to give the Developer written notice of such material change and to reasonably cooperate with the Developer to minimize the impact thereof. Material changes must be approved by the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2021 Bonds then outstanding provided however, that changes required by a governmental agency may be made without prior consent.

**3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance (but excluding punitive, special or consequential damages). Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**4. ENFORCEMENT OF AGREEMENT.** 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. 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.

**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 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, as follows:

**i. If to District:** Rolling Hills Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: Jim Oliver, District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Katie S. Buchanan, District Counsel

**ii. If to Developer:** Garden Street Communities Southeast, LLC  
3000 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563  
Attn: Lucas R. Henderson, General Counsel

**And also a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Jason E. Merritt, Developer Counsel

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. 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.

**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.** 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 for the Series 2021 Bonds, on behalf of the Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

**10. 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.

**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 exclusive venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida.

**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 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 statute, 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 under the Doctrine of Sovereign Immunity or by 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.

**17. EFFECTIVE DATE.** This Agreement shall be effective \_\_\_\_\_, 2021.



**IN WITNESS WHEREOF**, the parties execute this Agreement on the date and year first written above.

Attest:

**ROLLING HILLS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: Shannon Jordan  
Its: Chairperson

**GARDEN STREET COMMUNITIES  
SOUTHEAST, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: William B. Adams, Sr.  
Its: Manager

**Exhibit A:** Legal Description of Series 2021 Assessment Area

**Exhibit B:** *Fourth Supplemental Engineer's Report*, dated June 3, 2021



**Exhibit A:**  
Legal Description of Series 2021 Assessment Area

DRAFT



**Exhibit B:**  
*Fourth Supplemental Engineer's Report*, dated June 3, 2021

DRAFT



## *SEVENTH ORDER OF BUSINESS*





*The Lake Doctors, Inc.*  
Aquatic Management Services<sup>®</sup>

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

August 9, 2021

Mrs. Timi Wright  
Governmental Management Services  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St Augustine, Florida 32092

Dear Mrs. Wright

Your current Lake Doctors, Inc. Water Management Agreement for Rolling Hills CDD is due for renewal on October 1, 2021. We are pleased to enclose a renewal proposal for your approval.

If you have any questions or concerns regarding your Lake Doctors Water Management Program, **please feel free to give me a call at (904)838-7284 or contact me by email at [Jason.brown@lakedoctors.com](mailto:Jason.brown@lakedoctors.com).**

To assure continuous and uninterrupted service, kindly return a copy of the executed agreement by September 15, 2021. For your convenience, we have provided a pre-addressed, stamped envelope.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,  
*Jason Brown*  
Jason Brown  
Sales Manager

JB/jkw  
718674





**The Lake Doctors, Inc.**  
Aquatic Management Services

*No change to current billing process*

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement

**JB/JX/718674/R**

This Agreement, made this 20th day of August 2021 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) Rolling Hills CDD

MANAGEMENT COMPANY Governmental Management Services

INVOICING ADDRESS 475 West Town Place Suite 114

CITY St. Augustine STATE FL ZIP 32092 PHONE (904) 940-5850

EMAIL ADDRESS ppowers@gmssf.com EMAIL INVOICE: YES OR NO YES

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO NO THIRD PARTY INVOICING PORTAL: YES OR NO NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: 10/1/2021 (renewal)  
PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Five (5) Ponds associated with Rolling Hills CDD, Green Cove Springs, Florida

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Service will cease effective October 1, 2021 if the signed Agreement is not returned.  
Note - #11 on Terms & Conditions does not apply.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<u>429.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Additional Treatments, if Required	\$	<u>INCLUDED</u>
4. Free Callback Service	\$	<u>INCLUDED</u>
5. Monthly Written Service Reports	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>429.00 monthly</u>

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of \$429.00, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **September 15, 2021**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Jason Brown  
Jason Brown, Aquatic Consultant

CUSTOMER

Signed [Signature] Dated 8/20/2021  
Name JAMES OLIVER, District Manager



## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emergent aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.



## *NINTH ORDER OF BUSINESS*



*D.*



*1.*



***Rolling Hills Community Development District***  
***3212 Bradley Creek Parkway • Green Cove Springs, FL 32043***

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**Memorandum**

**Date:** Oct 12th, 2021

**To:** Rich Whetsel, Operations Director

**From:** Freddie Oca, Facility Manager  
Brian Stephens, Operations Manager

**Re:** Rolling Hills CDD - Monthly Operations Report: August-September

**General**

- [www.RollingHillsCDD.com](http://www.RollingHillsCDD.com) website is up and running; documents such as annual audits, meeting minutes and annual budgets will be updated as they become available.
- The food truck Brochachos was here on August 24th.
- The food Truck Jag Boilers was here on September 24th.
- A Rolling Hills Community Yard Sale is scheduled for Oct 2nd.
- National Night out is scheduled for October 5th.
- The food truck Nacho Bizness is scheduled for Oct 5th.
- The food truck Brochachos is scheduled for Oct 19th.
- A Halloween Event is scheduled for Oct 29th.
- The food Truck Southern Country Kitchen is scheduled for Oct 29th.
- Six (6) sets of access cards were issued.
- An off-duty Police Officer is continuing to patrol Rolling Hills twice a week.

**Maintenance:**

- Orange Environmental Services sprayed around the amenity for wasp nest.
- Mechanical Solutions conducted their quarterly inspection on the AC units and made the needed repairs.
- Southeast Fitness performed the preventative maintenance and made repairs of the fitness equipment.
- Black Creek Electric has repaired GFI's at the amphitheater.
- Two (2) larger boulders have been re-installed by Tree Amigos at the entry way of Bradley Creek.



**Riverside Management Services has completed the following:**

- The upstairs of the amenity center has been repainted.
- New toilet paper dispensers are being installed throughout the amenity center.
- Multiple areas on the pool deck have been pressure washed as needed.
- We are continuing to pressure wash the sidewalks around the amenity center as needed.
- New street signs have been installed throughout the community.
- New stop signs have been installed.
- The damaged No Parking signs have been replaced along Bradley Creek Pkwy.
- All of the posts for the No Parking signs have been repainted.
- Holes have been patched and repaired at the pavilion.
- The damaged boards have been replaced and or repaired on the bridge.
- The damaged tiles on the stairwell have been repaired.
- Lights have been replaced throughout the amenity center.
- The smoking dispensers have been replaced.
- The park locations are being policed weekly for debris.
- All District Lakes are being inspected and cleaned bi-weekly.
- The lake out fall structures are inspected and cleaned on a monthly basis to ensure proper water flow.
- An inspection of the Amenity Center lighting was performed.
- Trash can liners are being changed on a weekly basis.

**Rentals Aug-Sept**

12

**Resident Requests/Comments:**

Should you have any questions or comments regarding the above information, please feel free to contact Freddie at (904) 338-5723 or Rich at (904) 759-8923.



2.



## ROLLING HILLS 9-22-2021

- 1) Provide quote for planting at the Amenity Center flag pole.
- 2) Resend the quote for the tree work on Rolling View and Bradley Creek Pkwy.
- 3) Lift the tree canopy and remove the dead Wax Myrtles at the No Parking sign inside Woodbridge.
- 4) Clean up the bed at the Cedar Creek sign and mow 1 pass around the bed.
- 5) Clean up and mow the lot at the end of Laurel Springs.
- 6) Provide a quote to replace the tired plant material at the main Rolling Hills sign at the Intersection of Sandridge and Rolling View.
- 7) Cut out or remove any dead plant material throughout the community.



*TWELFTH ORDER OF BUSINESS*



*A.*



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
August 31, 2021

	<u>Governmental Fund Types</u>				
	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals (Memorandum Only)</u>
<b><u>ASSETS:</u></b>					
CASH - Operating	\$49,274	---	---	---	\$49,274
STATE BOARD - Operating	\$256,070	---	---	---	\$256,070
STATE BOARD - Capital Reserve	---	\$62,614	---	---	\$62,614
INVESTMENTS					
<b><u>Series 2015 A-1</u></b>					
Reserve	---	---	\$89,917	---	\$89,917
Revenue	---	---	\$56,638	---	\$56,638
Prepayment A1	---	---	\$130	---	\$130
<b><u>Series 2015 A-2</u></b>					
Reserve	---	---	\$100,000	---	\$100,000
Revenue	---	---	\$43,854	---	\$43,854
Prepayment	---	---	\$0	---	\$0
<b><u>Series 2015 A-3</u></b>					
Reserve	---	---	\$4,572	---	\$4,572
Revenue	---	---	\$22,548	---	\$22,548
Prepayment	---	---	\$7,642	---	\$7,642
<b><u>Series 2020 A-1</u></b>					
Reserve	---	---	\$165,981	---	\$165,981
Revenue	---	---	\$12,753	---	\$12,753
Construction	---	---	---	\$1,242,066	\$1,242,066
<b><u>Series 2020 A-2</u></b>					
Reserve	---	---	\$87,400	---	\$87,400
<b>TOTAL ASSETS</b>	<b>\$305,344</b>	<b>\$62,614</b>	<b>\$591,435</b>	<b>\$1,242,066</b>	<b>\$2,201,458</b>
<b><u>LIABILITIES:</u></b>					
ACCOUNTS PAYABLE	\$19,849	\$0	---	---	\$19,849
<b><u>FUND BALANCES:</u></b>					
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$0	\$1,242,066	\$1,242,066
RESTRICTED FOR DEBT SERVICE	---	---	\$591,435	---	\$591,435
UNASSIGNED	\$285,494	\$62,614	---	---	\$348,109
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$305,344</b>	<b>\$62,614</b>	<b>\$591,435</b>	<b>\$1,242,066</b>	<b>\$2,201,458</b>



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Platted Lots (Tax Roll)	\$348,975	\$348,975	\$349,729	\$754
Assessments - Platted Lots (Direct)	\$269,409	\$269,409	\$269,409	\$0
Swim & Tennis Revenue	\$800	\$0	\$0	\$0
Interest/Misc Income	\$0	\$0	\$613	\$613
Facility Rental Fees	\$3,500	\$3,208	\$1,950	(\$1,258)
Non-Resident Memberships	\$1,980	\$1,815	\$0	(\$1,815)
<b>TOTAL REVENUES</b>	<b>\$624,664</b>	<b>\$623,407</b>	<b>\$621,700</b>	<b>(\$1,707)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$6,000	\$5,500	\$5,600	(\$100)
FICA Taxes	\$459	\$421	\$428	(\$8)
Engineering Fees	\$5,000	\$4,583	\$688	\$3,896
Arbitrage	\$1,200	\$1,200	\$1,200	\$0
Dissemination Agent	\$3,500	\$3,208	\$4,458	(\$1,250)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Attorney Fees	\$22,500	\$20,625	\$12,424	\$8,201
Annual Audit	\$3,800	\$3,800	\$3,800	\$0
Trustee	\$8,081	\$8,081	\$8,081	\$0
Management Fees	\$41,200	\$37,767	\$37,767	\$0
Computer Time	\$1,000	\$917	\$917	\$0
Website Compliance	\$2,500	\$2,292	\$2,292	\$0
Telephone	\$150	\$138	\$405	(\$268)
Postage	\$500	\$458	\$337	\$121
Printing & Binding	\$1,250	\$1,146	\$2,061	(\$915)
Travel & Per Diem	\$100	\$92	\$0	\$92
Insurance	\$8,427	\$8,427	\$8,639	(\$212)
Legal Advertising	\$1,000	\$917	\$1,372	(\$455)
Other Current Charges	\$1,500	\$1,375	\$830	\$545
Office Supplies	\$100	\$92	\$234	(\$142)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$113,442</b>	<b>\$106,212</b>	<b>\$96,708</b>	<b>\$9,504</b>



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>EXPENDITURES: (continued)</u></b>				
<b><u>FIELD:</u></b>				
Operations Management	\$21,525	\$19,731	\$19,731	\$0
Utilities - Irrigation & Streetlights	\$35,000	\$32,083	\$18,116	\$13,967
Repairs & Maintenance	\$40,000	\$36,667	\$24,509	\$12,157
Landscape	\$74,800	\$68,567	\$58,757	\$9,809
Landscape - Contingency	\$6,800	\$6,233	\$478	\$5,755
Mulch	\$13,500	\$12,375	\$1,070	\$11,305
Lake Maintenance	\$4,800	\$4,400	\$4,620	(\$220)
Irrigation Repairs	\$7,500	\$6,875	\$945	\$5,930
Miscellaneous	\$1,264	\$1,159	\$596	\$563
<b>TOTAL FIELD</b>	<b>\$205,189</b>	<b>\$188,090</b>	<b>\$128,823</b>	<b>\$59,267</b>
<b><u>SWIM &amp; TENNIS:</u></b>				
Facility Management	\$56,210	\$51,526	\$51,526	(\$0)
Pool Attendants	\$35,000	\$32,083	\$15,876	\$16,208
Refuse Service	\$8,300	\$7,608	\$11,404	(\$3,795)
Security	\$15,000	\$13,750	\$11,248	\$2,503
Utilities	\$45,000	\$41,250	\$40,592	\$658
Recreation Passes	\$1,000	\$917	\$0	\$917
Repairs & Maintenance	\$40,000	\$36,667	\$39,828	(\$3,162)
Janitorial	\$12,840	\$11,770	\$10,700	\$1,070
Pool Maintenance	\$13,650	\$12,513	\$12,513	\$0
Special Events	\$6,000	\$5,500	\$2,429	\$3,071
Operating Supplies	\$6,000	\$5,500	\$4,804	\$696
Pool Chemicals	\$9,000	\$8,250	\$10,466	(\$2,216)
Permit	\$375	\$375	\$375	\$0
Insurance	\$23,121	\$23,121	\$24,949	(\$1,828)
Capital Outlay	\$0	\$0	\$1,091	(\$1,091)
<b>TOTAL SWIM &amp; TENNIS</b>	<b>\$271,496</b>	<b>\$250,829</b>	<b>\$237,800</b>	<b>\$13,029</b>
<b>TOTAL EXPENDITURES</b>	<b>\$590,127</b>	<b>\$545,132</b>	<b>\$463,331</b>	<b>\$81,800</b>
Excess (deficiency) of revenues over (under) expenditures	\$34,537	\$78,275	\$158,369	\$80,094
<b>OTHER FINANCING SOURCES/(USES)</b>				
Interfund Transfer In/(Out)	(\$34,537)	(\$34,537)	(\$34,537)	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>(\$34,537)</b>	<b>(\$34,537)</b>	<b>(\$34,537)</b>	<b>\$0</b>
Net change in Fund Balance	\$0	\$43,738	\$123,832	\$80,094
FUND BALANCE - Beginning	\$0		\$161,662	
FUND BALANCE - Ending	\$0		\$285,494	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL RESERVE**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$68	\$68
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$68</b>	<b>\$68</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$10,250	(\$10,250)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,250</b>	<b>(\$10,250)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>(\$10,182)</b>	<b>(\$10,182)</b>
<b>OTHER FINANCING SOURCES/(USES)</b>				
Interfund Transfer In	\$34,537	\$34,537	\$34,537	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$34,537</b>	<b>\$34,537</b>	<b>\$34,537</b>	<b>\$0</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$34,537</b>	<b>\$34,537</b>	<b>\$24,355</b>	<b>(\$10,182)</b>
FUND BALANCE - Beginning	\$0		\$38,260	
FUND BALANCE - Ending	<u>\$34,537</u>		<u>\$62,614</u>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-1**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments	\$174,001	\$174,001	\$174,376	\$375
Interest Income	\$0	\$0	\$9	\$9
<b>TOTAL REVENUES</b>	<b><u>\$174,001</u></b>	<b><u>\$174,001</u></b>	<b><u>\$174,385</u></b>	<b><u>\$384</u></b>
<b><u>EXPENDITURES:</u></b>				
Interest Expense - 11/1	\$51,394	\$51,394	\$51,394	\$0
Interest Expense - 5/1	\$51,394	\$51,394	\$51,394	\$0
Principal Expense - 5/1	\$70,000	\$70,000	\$70,000	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$172,788</u></b>	<b><u>\$172,788</u></b>	<b><u>\$172,788</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>\$1,214</u></b>	<b><u>\$1,214</u></b>	<b><u>\$1,598</u></b>	<b><u>\$384</u></b>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>\$1,214</u></b>	<b><u>\$1,214</u></b>	<b><u>\$1,598</u></b>	<b><u>\$384</u></b>
FUND BALANCE - Beginning	\$58,614		\$145,087	
FUND BALANCE - Ending	<b><u>\$59,828</u></b>		<b><u>\$146,685</u></b>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-2, 2015B**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments	\$136,800	\$136,800	\$137,096	\$296
Interest Income	\$0	\$0	\$8	\$8
<b>TOTAL REVENUES</b>	<b>\$136,800</b>	<b>\$136,800</b>	<b>\$137,104</b>	<b>\$304</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2015 A-2</u></b>				
Interest Expense 11/1	\$40,731	\$40,731	\$40,594	\$138
Special Call - 11/1	\$0	\$0	\$0	\$0
Principal Expense 5/1	\$50,000	\$50,000	\$50,000	\$0
Interest Expense 5/1	\$40,731	\$40,731	\$40,594	\$138
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b>\$131,463</b>	<b>\$131,463</b>	<b>\$136,188</b>	<b>(\$4,725)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$5,338</b>	<b>\$5,338</b>	<b>\$916</b>	<b>(\$4,421)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$5,338</b>	<b>\$5,338</b>	<b>\$916</b>	<b>(\$4,421)</b>
FUND BALANCE - Beginning	\$42,693		\$142,937	
FUND BALANCE - Ending	<u>\$48,031</u>		<u>\$143,854</u>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2015 A-3**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Assessment - Tax Roll	\$41,481	\$41,481	\$41,570	\$88
Assessment - Direct	\$302,118	\$215,327	\$215,327	\$0
Prepayments	\$0	\$0	\$7,642	\$7,642
Interest Income	\$0	\$0	\$4	\$4
<b>TOTAL REVENUES</b>	<b><u>\$343,599</u></b>	<b><u>\$256,808</u></b>	<b><u>\$264,543</u></b>	<b><u>\$7,735</u></b>
<b><u>EXPENDITURES:</u></b>				
Interest Expense - 10/20	\$0	\$0	\$1,100,000	(\$1,100,000)
Principal Expense - 10/20	\$0	\$0	\$0	\$0
Interest Expense - 11/1	\$116,245	\$116,245	\$113,993	\$2,252
Principal Expense - 5/1	\$115,000	\$115,000	\$75,000	\$40,000
Interest Expense - 5/1	\$116,245	\$116,245	\$79,395	\$36,850
<b>TOTAL EXPENDITURES</b>	<b><u>\$347,490</u></b>	<b><u>\$347,490</u></b>	<b><u>\$1,368,388</u></b>	<b><u>\$79,102</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$3,891)</u></b>	<b><u>(\$90,682)</u></b>	<b><u>(\$1,103,845)</u></b>	<b><u>\$86,837</u></b>
<b>OTHER FINANCING SOURCES/(USES)</b>				
Interfund Transfer In	\$0	\$0	\$982,465	\$982,465
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$982,465</u></b>	<b><u>\$982,465</u></b>
<b>NET CHANGE IN FUND BALANCE</b>	<b><u>(\$3,891)</u></b>	<b><u>(\$90,682)</u></b>	<b><u>(\$121,380)</u></b>	<b><u>\$1,069,302</u></b>
FUND BALANCE - Beginning	\$128,383		\$156,142	
FUND BALANCE - Ending	<b><u>\$124,492</u></b>		<b><u>\$34,762</u></b>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND 2020 A-1/A-2**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	PROPOSED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Direct Assessments	\$165,981	\$165,981	\$162,557	(\$3,424)
Interest Income	\$0	\$0	\$11	\$11
<b>TOTAL REVENUES</b>	<b>\$165,981</b>	<b>\$165,981</b>	<b>\$162,568</b>	<b>(\$3,413)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2020 A1</u></b>				
Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$63,445	\$63,445	\$63,445	\$0
Principal Expense - 5/1	\$40,000	\$40,000	\$40,000	\$0
<b>Series 2020 A2</b>				
Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$46,371	\$46,371	\$46,371	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$149,815</b>	<b>\$149,815</b>	<b>\$149,815</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$16,166</b>	<b>\$16,166</b>	<b>\$12,753</b>	<b>(\$3,413)</b>
<b><u>OTHER FINANCING SOURCES/(USES)</u></b>				
Refunding Proceeds	\$1,235,847	\$1,235,847	\$1,235,847	\$0
Interfund Transfer Out	(\$982,465)	(\$982,465)	(\$982,465)	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$253,381</b>	<b>\$253,381</b>	<b>\$253,381</b>	<b>\$0</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$269,547</b>	<b>\$269,547</b>	<b>\$266,135</b>	<b>(\$3,413)</b>
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	<u>\$269,547</u>		<u>\$266,135</u>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS SERIES 2020 A-1/A-2**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended August 31, 2021

DESCRIPTION	ADOPTED BUDGET FY 2021	PRORATED BUDGET THRU 08/31/21	ACTUAL THRU 08/31/21	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$97	\$97
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$97</b>	<b>\$97</b>
<b><u>EXPENDITURES:</u></b>				
Improvements	\$0	\$0	\$1,725,784	(\$1,725,784)
Cost of Issuance	\$0	\$0	\$261,401	(\$261,401)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,987,185</b>	<b>(\$1,987,185)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>(\$1,987,088)</b>	<b>(\$1,987,088)</b>
<b>OTHER FINANCING SOURCES/(USES)</b>				
Refunding Proceeds	\$0	\$0	\$3,229,153	\$3,229,153
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,229,153</b>	<b>\$3,229,153</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,242,066</b>	<b>\$1,242,066</b>
FUND BALANCE - Beginning	\$63,176		\$0	
FUND BALANCE - Ending	<u>\$63,176</u>		<u>\$1,242,066</u>	



# ROLLING HILLS

## COMMUNITY DEVELOPMENT DISTRICT

### Long Term Debt Report

I.	Bond Issue:	<b><u>Series 2015 A-1 Capital Improvement Refunding Bonds</u></b>
	Original Issue Amount:	\$2,500,000
	Interest Rate:	5.45%
	Maturity Date:	May 1, 2037
	Bonds outstanding - 12/10/2015	\$2,500,000
	Less:	
	5/1/16	(\$65,000)
	8/1/16	(\$30,000)
	11/1/16	(\$130,000)
	2/1/17	(\$10,000)
	5/1/17	(\$60,000)
	5/1/17	(\$65,000)
	8/1/17	(\$30,000)
	5/1/18	(\$60,000)
	11/1/18	(\$5,000)
	5/1/19	(\$65,000)
	11/1/19	(\$5,000)
	5/1/20	(\$70,000)
	8/1/20	(\$5,000)
	5/1/21	(\$70,000)
	Current Bonds Outstanding:	<b><u>\$1,830,000</u></b>

II.	Bond Issue:	<b><u>Series 2015 A-2 Capital Improvement Refunding Bonds</u></b>
	Original Issue Amount:	\$1,930,000
	Interest Rate:	5.44%
	Bonds outstanding - 12/10/2015	\$1,930,000
	Less:	
	5/1/17	(\$50,000)
	2/1/18	(\$5,000)
	5/1/18	(\$55,000)
	5/1/18	(\$170,000)
	5/1/19	(\$45,000)
	11/1/19	(\$5,000)
	5/1/20	(\$55,000)
	5/1/21	(\$55,000) *Incl \$5000 Special Call
	Current Bonds Outstanding:	<b><u>\$1,490,000</u></b>

III.	Bond Issue:	<b><u>Series 2015 A-3 Capital Improvement Refunding Bonds</u></b>
	Original Issue Amount:	\$3,850,000
	Interest Rate:	6.70%
	Maturity Date:	May 1, 2037
	Bonds outstanding - 12/10/2015	\$3,850,000
	Less:	
	5/1/17	(\$85,000)
	5/1/18	(\$90,000)
	5/1/19	(\$100,000)
	5/1/20	(\$105,000) *Tapped Reserve
	10/20/20	(\$1,100,000) **Refunded Series 2020
	5/1/21	(\$75,000)
	Current Bonds Outstanding:	<b><u>\$2,295,000</u></b>



**ROLLING HILLS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**

IV.	Bond Issue:	<b><u>Series 2020 A-1 Capital Improvement Refunding Bonds</u></b>	
	Original Issue Amount:	\$2,625,000	
	Reserve Fund Requirement:	100% of MADS	
	Interest Rate:	3.375%	\$235,000.00
	Maturity Date:	May 1, 2025	
	Interest Rate:	3.875%	\$285,000.00
	Maturity Date:	May 1, 2030	
	Interest Rate:	4.625%	\$805,000.00
	Maturity Date:	May 1, 2040	
	Interest Rate:	4.875%	\$1,300,000.00
	Maturity Date:	May 1, 2050	
	Bonds outstanding -	10/20/2020	\$2,625,000
	Less:	5/1/21	(\$40,000)
	Current Bonds Outstanding:	<b><u>\$2,585,000</u></b>	

V.	Bond Issue:	<b><u>Series 2020 A-2 Capital Improvement Refunding Bonds</u></b>	
	Original Issue Amount:	\$1,840,000	
	Reserve Fund Requirement:	100% of Annual Interest	
	Interest Rate:	4.75%	
	Maturity Date:	May 1, 2030	
	Bonds outstanding -	10/20/2020	\$1,840,000
	Less:		
	Current Bonds Outstanding:	<b><u>\$1,840,000</u></b>	



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Year Ending  
September 30, 2021

**REVENUES:**

	ADOPTED BUDGET	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total
Assessments - Platted Lots (Tax Roll)	\$348,975	\$0	\$11,210	\$299,786	\$29,248	\$3,856	\$0	\$1,105	\$1,038	\$3,485	\$0	\$0	\$0	\$349,729
Assessments - Platted Lots (Direct)	\$269,409	\$0	\$0	\$86,197	\$48,508	\$0	\$0	\$67,352	\$0	\$0	\$67,352	\$0	\$0	\$269,409
Swim & Tennis Revenue	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest/Misc Income	\$0	\$23	\$14	\$8	\$22	\$41	\$40	\$343	\$29	\$24	\$47	\$22	\$0	\$613
Facility Rental Revenue	\$3,500	\$0	\$0	\$0	\$0	\$450	\$0	\$0	\$0	\$850	\$650	\$0	\$0	\$1,950
Non-Resident Memberships	\$1,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$624,664</b>	<b>\$23</b>	<b>\$11,224</b>	<b>\$385,991</b>	<b>\$77,778</b>	<b>\$4,347</b>	<b>\$40</b>	<b>\$68,801</b>	<b>\$1,066</b>	<b>\$4,360</b>	<b>\$68,049</b>	<b>\$22</b>	<b>\$0</b>	<b>\$621,700</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

Supervisor Fees	\$6,000	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$800	\$0	\$800	\$0	\$5,600
FICA Taxes	\$459	\$77	\$0	\$77	\$0	\$77	\$0	\$77	\$0	\$61	\$0	\$61	\$0	\$428
Engineering	\$5,000	\$0	\$0	\$0	\$0	\$688	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$688
Arbitrage	\$1,200	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
Dissemination Agent	\$3,500	\$292	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$0	\$4,458
Assessment Roll	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Attorney Fees	\$22,500	\$2,732	\$456	\$3,152	\$1,265	\$3,012	\$256	\$1,832	\$712	\$0	-\$992	\$0	\$0	\$12,424
Annual Audit	\$3,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800	\$0	\$0	\$3,800
Trustee	\$8,081	\$0	\$0	\$0	\$8,081	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,081
Management Fees	\$41,200	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$3,433	\$0	\$37,767
Travel & Per Diem	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Computer Time	\$2,500	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Telephone	\$150	\$11	\$0	\$0	\$0	\$69	\$40	\$74	\$74	\$51	\$11	\$76	\$0	\$405
Postage	\$500	\$5	\$134	\$0	\$130	\$29	\$0	\$0	\$10	\$9	\$11	\$10	\$0	\$337
Printing & Binding	\$1,250	\$89	\$326	\$174	\$272	\$28	\$262	\$22	\$150	\$89	\$578	\$72	\$0	\$2,061
Insurance	\$100	\$8,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,639
Legal Advertising	\$8,427	\$109	\$111	\$0	\$108	\$113	\$180	\$79	\$151	\$0	\$0	\$521	\$0	\$1,372
Other Current Charges	\$1,000	\$52	\$73	\$179	\$67	\$26	\$161	\$63	\$82	\$60	\$42	\$26	\$0	\$830
Website Compliance	\$1,500	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$2,292
Office Supplies	\$100	\$27	\$15	\$0	\$15	\$87	\$15	\$0	\$30	\$3	\$15	\$26	\$0	\$234
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>ADMINISTRATIVE EXPENDITURES</b>	<b>\$113,442</b>	<b>\$21,932</b>	<b>\$5,256</b>	<b>\$8,723</b>	<b>\$15,278</b>	<b>\$9,269</b>	<b>\$5,055</b>	<b>\$7,288</b>	<b>\$5,350</b>	<b>\$5,215</b>	<b>\$7,607</b>	<b>\$5,734</b>	<b>\$0</b>	<b>\$96,708</b>

**FIELD**

Operations Management	\$21,525	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$1,794	\$0	\$19,731
Utilities - Irrigation & Streetlights	\$35,000	\$640	\$3,097	\$2,438	\$1,309	\$808	\$2,290	\$1,235	\$1,258	\$1,938	\$1,496	\$1,607	\$0	\$18,116
Repairs & Maintenance	\$40,000	\$4,274	\$857	\$2,995	\$3,010	\$2,286	\$3,908	\$1,567	\$913	\$401	\$718	\$3,580	\$0	\$24,509
Landscape	\$74,800	\$6,052	\$4,346	\$8,174	\$6,072	\$6,072	\$6,072	\$7,827	\$6,072	\$6,660	\$1,410	\$0	\$0	\$58,757
Landscape - Contingency	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$478	\$0	\$0	\$0	\$0	\$478
Mulch	\$13,500	\$0	\$0	\$0	\$1,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,070
Lake Maintenance	\$4,800	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$420	\$0	\$4,620
Irrigation Repairs	\$7,500	\$0	\$0	\$0	\$0	\$145	\$400	\$0	\$0	\$400	\$0	\$0	\$0	\$945
Miscellaneous	\$1,264	\$0	\$0	\$0	\$0	\$0	\$0	\$103	\$0	\$493	\$0	\$0	\$0	\$596
<b>FIELD EXPENDITURES</b>	<b>\$205,189</b>	<b>\$13,180</b>	<b>\$10,514</b>	<b>\$15,821</b>	<b>\$13,675</b>	<b>\$11,524</b>	<b>\$14,884</b>	<b>\$12,946</b>	<b>\$10,935</b>	<b>\$12,105</b>	<b>\$5,839</b>	<b>\$7,401</b>	<b>\$0</b>	<b>\$128,823</b>



**Rolling Hills**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
Statement of Revenues & Expenditures  
For The Year Ending  
September 30, 2021

	ADOPTED BUDGET	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Total
<b><u>SWIM &amp; TENNIS</u></b>														
Facility Management	\$56,210	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$4,684	\$0	\$51,526
Pool Attendants	\$35,000	\$0	\$0	\$0	\$0	\$0	\$1,732	\$947	\$2,050	\$4,700	\$6,446	\$0	\$0	\$15,876
Refuse Service	\$8,300	\$1,085	\$2,308	\$1,088	\$1,088	\$1,088	\$1,088	\$1,088	\$1,088	\$1,062	\$36	\$386	\$0	\$11,404
Security	\$15,000	\$1,140	\$1,095	\$865	\$1,080	\$675	\$515	\$3,233	\$755	\$635	\$775	\$480	\$0	\$11,248
Utilities	\$45,000	\$3,635	\$3,340	\$3,445	\$3,733	\$3,778	\$3,076	\$3,784	\$3,669	\$4,222	\$4,126	\$3,785	\$0	\$40,592
Recreation Passes	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$40,000	\$554	\$2,776	\$3,924	\$4,382	\$2,989	\$1,434	\$5,385	\$8,001	\$2,320	\$4,606	\$3,458	\$0	\$39,828
Janitorial	\$12,840	\$1,070	\$1,070	\$1,070	\$1,070	\$0	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$0	\$10,700
Pool Maintenance	\$13,650	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$1,138	\$0	\$12,513
Special Events	\$6,000	\$656	\$0	\$0	\$268	\$112	\$0	\$0	\$400	\$92	\$902	\$0	\$0	\$2,429
Operating Supplies	\$6,000	\$597	\$429	\$476	\$492	\$463	\$0	\$840	\$424	\$67	\$424	\$592	\$0	\$4,804
Pool Chemicals	\$9,000	\$249	\$750	\$809	\$580	\$516	\$1,222	\$519	\$1,090	\$1,698	\$1,186	\$1,848	\$0	\$10,466
Permit	\$375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375	\$0	\$0	\$0	\$0	\$375
Insurance	\$23,121	\$24,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,949
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,091	\$0	\$0	\$1,091
<b>SWIM &amp; TENNIS EXPENDITURES</b>	<b>\$271,496</b>	<b>\$39,755</b>	<b>\$17,590</b>	<b>\$17,498</b>	<b>\$18,514</b>	<b>\$15,443</b>	<b>\$15,959</b>	<b>\$22,687</b>	<b>\$24,743</b>	<b>\$21,688</b>	<b>\$26,483</b>	<b>\$17,440</b>	<b>\$0</b>	<b>\$237,800</b>
<b>TOTAL EXPENSES</b>	<b>\$590,127</b>	<b>\$74,867</b>	<b>\$33,360</b>	<b>\$42,042</b>	<b>\$47,467</b>	<b>\$36,236</b>	<b>\$35,899</b>	<b>\$42,920</b>	<b>\$41,028</b>	<b>\$39,008</b>	<b>\$39,929</b>	<b>\$30,575</b>	<b>\$0</b>	<b>\$463,331</b>
Interfund Transfer Out - Cap Res	(\$34,537)	\$0	\$0	\$0	\$0	\$0	\$0	-\$34,537	\$0	\$0	\$0	\$0	\$0	(\$34,537)
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>(\$74,845)</b>	<b>(\$22,136)</b>	<b>\$343,949</b>	<b>\$30,311</b>	<b>(\$31,889)</b>	<b>(\$35,859)</b>	<b>(\$8,656)</b>	<b>(\$39,962)</b>	<b>(\$34,648)</b>	<b>\$28,120</b>	<b>(\$30,553)</b>	<b>\$0</b>	<b>\$123,832</b>



**Rolling Hills**  
**Community Development District**  
**Series 2020 A-1/A-2 Capital Improvement Refunding Bonds**

-

**1. Recap of Capital Project Fund Activity Through August 31, 2021**

Opening Balance in Construction Account - Series 2020	\$3,229,153.47
Source of Funds: Interest Earned on Series 2020	\$96.79
Use of Funds:	
Disbursements:	
Cost of Issuance	(\$261,400.63)
Ponds	\$0.00
Roads	(\$859,493.44)
Drainage	(\$531,747.26)
Sanitary Sewer	(\$72,747.72)
Lift Stations & Force Mains	\$0.00
Contingency	\$0.00
Professional Fees	(\$242,695.54)
<b>Adjusted Balance in Construction Account at August 31, 2021</b>	<b><u><u>\$1,261,165.67</u></u></b>

**2. Funds Available For Construction at August 31, 2021**

Book Balance of Construction Fund at August 31, 2021	\$1,261,165.67
Contracts in place at August 31, 2021	

**3. Investments - US Bank**

August 31, 2021	<u>Type</u>	<u>Yield</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight			\$1,242,065.66
			Due from Developer	\$0.00
			ADJ: Outstanding Requisitions	\$0.00
				<b><u><u>\$1,242,065.66</u></u></b>



# Rolling HillsCommunity Development District Series 2020

REQ. #	DATE	CONTRACTOR	AMOUNT OF REQUISITION	COI	Fixed Assets	Ponds	Roads	Drainage	Sanitary Sewer	Lift Stations & Force Mains	Water	Misc. Professional Fees
COI	10/20/20	Nabors Giblin	\$40,000.00	\$40,000.00								
COI	10/20/20	Holland & Knight	\$6,500.00	\$6,500.00								
COI	10/20/20	Bryant Miller Olive	\$35,000.00	\$35,000.00								
COI	10/20/20	GMS, LLC	\$28,500.00	\$28,500.00								
COI	10/20/20	Hopping Green Sams	\$42,500.00	\$42,500.00								
COI	10/20/20	US Bank	\$5,925.00	\$5,925.00								
COI	10/20/20	Underwriters Disc	\$89,300.00	\$89,300.00								
COI	11/20/20	Imagemaster	\$1,500.00	\$1,500.00								
COI	12/18/20	Greenberg Traugott	\$8,439.65	\$8,439.65								
COI	12/18/20	Hadden Engineering	\$3,735.98	\$3,735.98								
1		Walham Development	\$150,406.12		\$150,406.12							\$150,406.12
2		Hadden Engineering	\$1,264.02		\$1,264.02							\$1,264.02
3		Hadden Engineering	\$2,775.00		\$2,775.00							\$2,775.00
4		Hadden Engineering	\$5,962.54		\$5,962.54							\$5,962.54
5		Vallencourt Construction	\$69,671.01		\$69,671.01		\$69,671.01					\$0.00
6		Vallencourt Construction	\$70,535.88		\$70,535.88		\$70,535.88					
7		Vallencourt Construction	\$81,858.21		\$81,858.21		\$81,858.21					
8		Core & Main	\$76,679.06		\$76,679.06			\$37,277.60	\$39,401.46			
9		Core & Main	\$26,453.36		\$26,453.36			\$18,722.00	\$7,731.36			
10		ETM	\$3,858.54		\$3,858.54							\$3,858.54
11		Hadden Engineering	\$2,625.00		\$2,625.00							\$2,625.00
12		Hadden Engineering	\$8,500.00		\$8,500.00							\$8,500.00
13		Hadden Engineering	\$1,100.00		\$1,100.00							\$1,100.00
14												
15	4/8/21	Vallencourt Construction	\$71,034.85		\$71,034.85		\$71,034.85					
16	4/8/21	Elend & Assoc	\$2,650.00		\$2,650.00							\$2,650.00
17	4/8/21	ETM	\$3,858.55		\$3,858.55							\$3,858.55
18	4/8/21	Hadden Engineering	\$7,265.93		\$7,265.93							\$7,265.93
19	5/5/21	Hadden Engineering	\$3,858.55		\$3,858.55							\$3,858.54
20	5/5/21	Vallencourt Construction	\$214,965.97		\$214,965.97		\$214,965.97					
21	5/5/21	Hadden Engineering	\$6,322.85		\$6,322.85							\$6,322.85
22	5/5/21	Hadden Engineering	\$4,625.00		\$4,625.00							\$4,625.00
23	5/10/21	Forterra Pipe & Precast	\$7,288.96		\$7,288.96				\$7,288.96			
24	5/14/21	Forterra Pipe & Precast	\$22,644.85		\$22,644.85				\$22,644.85			
25	5/14/21	Forterra Pipe & Precast	\$19,022.15		\$19,022.15				\$19,022.15			
26	6/2/21	Forterra Pipe & Precast	\$108,803.79		\$108,803.79				\$108,803.79			
27	6/2/21	Forterra Pipe & Precast	\$5,337.60		\$5,337.60				\$5,337.60			
28	6/2/21	Core & Main	\$1,756.80		\$1,756.80				\$1,756.80			
29	6/2/21	ETM	\$3,858.54		\$3,858.54							\$3,858.54
30	6/2/21	Hadden Engineering	\$2,625.00		\$2,625.00							\$2,625.00
31	6/16/21	Forterra Pipe & Precast	\$34,155.59		\$34,155.59				\$34,155.59			
32	6/16/21	Vallencourt Construction	\$108,554.98		\$108,554.98		\$108,554.98					
33	6/16/21	Forterra Pipe & Precast	\$3,758.40		\$3,758.40				\$3,758.40			
34	6/21/21	Forterra Pipe & Precast	\$6,732.00		\$6,732.00				\$6,732.00			
35	6/21/21	ETM	\$5,401.96		\$5,401.96							\$5,401.96
36	6/21/21	GMS, LLC	\$3,500.00		\$3,500.00							\$3,500.00
37	6/21/21	Forterra Pipe & Precast	\$3,366.00		\$3,366.00				\$3,366.00			
38		Vallencourt Construction	\$148,443.86		\$148,443.86		\$86,456.01	\$62,987.85				
39		Hadden Engineering	\$2,937.40		\$2,937.40							\$2,937.40
40		Rolling Hills CDD	\$991.50		\$991.50							\$991.50
41		Hopping Green & Sams	\$1,159.00		\$1,159.00							\$1,159.00
42		Vallencourt Construction	\$273,722.20		\$273,722.20		\$157,416.53	\$90,690.77	\$25,614.90			
43		ETM	\$6,945.38		\$6,945.38							\$6,945.38
44		Hadden Engineering	\$3,187.50		\$3,187.50							\$3,187.50
45		Forterra Pipe & Precast	\$67,782.24		\$67,782.24				\$67,782.24			
46		Forterra Pipe & Precast	\$32,192.37		\$32,192.37				\$32,192.37			
47		Hopping Green Sams	\$743.50		\$743.50							\$743.50
48		Forterra Pipe & Precast	\$21,251.78		\$21,251.78				\$2,151.78			
49		ETM	\$6,173.67		\$6,173.67							\$6,173.67
50		Forterra Pipe & Precast	\$7,076.51		\$7,076.51				\$7,076.51			
Grand Total			\$1,987,184.60	\$261,400.63	\$1,725,784.06	\$0.00	\$859,493.44	\$531,747.26	\$72,747.72	\$0.00	\$0.00	\$242,695.54

<b>SUMMARY:</b>	
BOND PROCEEDS	\$3,229,153.47
DEVELOPER CONTRIBUTIONS	\$0.00
INT REC'D TO DATE	\$96.79
TRANS FROM DEBT SERVICE	\$0.00
LESS: REQ. PAID	(\$1,987,184.60)
BALANCE	\$1,242,065.66

<b>RECONCILIATION</b>	
TRUST STATEMENT	\$1,242,065.66
O/S REQ.	\$0.00
ADJ BALANCE	\$1,242,065.66
VARIANCE	\$0.00

INT REC'D	ACQ	COI
Oct-20	\$0.00	\$0.00
Nov-20	\$4.87	\$0.03
Dec-20	\$12.16	\$0.05
Jan-21	\$12.57	\$0.01
Feb-21	\$12.25	\$0.00
Mar-21	\$10.45	\$0.00
Apr-21	\$10.46	\$0.00
May-21	\$9.87	\$0.01
Jun-21	\$9.14	\$0.01
Jul-21	\$7.83	\$0.00
Aug-21	\$7.08	\$0.00
Sep-21	\$0.00	\$0.00
\$96.68		\$0.11



*B.*



**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT**  
**Fiscal Year 2021 Assessments Receipts Summary**

ASSESSED	# O&M UNITS ASSESSED	SERIES 2015A-1 DEBT ASSESSED	SERIES 2015A-2 DEBT ASSESSED	SERIES 2015A-3 DEBT ASSESSED	SERIES 2020A-1 DEBT ASSESSED	FY21 O&M ASSESSED	TOTAL ASSESSED
CBCP LANDCO PH3	247	-	-	193,323.92	-	172,393.65	365,717.57
WALTHAM DEV	139	-	-	-	165,981.25	97,015.05	262,996.30
<b>TOTAL DIRECT INVOICES (1) (2)</b>	<b>386</b>	<b>-</b>	<b>-</b>	<b>193,323.92</b>	<b>165,981.25</b>	<b>269,408.70</b>	<b>628,713.87</b>
<b>ASSESSED REVENUE TAX ROLL</b>	<b>761</b>	<b>174,000.58</b>	<b>136,800.46</b>	<b>41,480.02</b>	<b>-</b>	<b>348,975.00</b>	<b>701,256.05</b>
<b>TOTAL ASSESSED</b>	<b>1147</b>	<b>174,000.58</b>	<b>136,800.46</b>	<b>234,803.94</b>	<b>165,981.25</b>	<b>618,383.70</b>	<b>1,329,969.92</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2015A-1 DEBT RECEIVED	SERIES 2015A-2 DEBT RECEIVED	SERIES 2015A-3 DEBT RECEIVED	SERIES 2020A-1 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
CBCP LANDCO PH3	-	-	-	193,323.92	-	172,393.65	365,717.57
WALTHAM DEV	-	-	-	-	165,981.25	97,015.05	262,996.30
<b>TOTAL DIRECT RECEIVED</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>193,323.92</b>	<b>165,981.25</b>	<b>269,408.70</b>	<b>628,713.87</b>
<b>TAX ROLL DUE / RECEIVED</b>	<b>(1,514.46)</b>	<b>174,376.36</b>	<b>137,095.87</b>	<b>41,569.60</b>	<b>-</b>	<b>349,728.68</b>	<b>702,770.51</b>
<b>TOTAL DUE / RECEIVED</b>	<b>(1,514.46)</b>	<b>174,376.36</b>	<b>137,095.87</b>	<b>234,893.52</b>	<b>165,981.25</b>	<b>619,137.38</b>	<b>1,331,484.38</b>

(1) A-3 Direct Assessments are due: 35% due 12/1/20, 4/1/21 and 30% due 9/1/21

(2) O&M is due 25% by 10/1/20, 1/1/21, 4/1/21, 7/1/21

SUMMARY OF TAX ROLL RECEIPTS							
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2015A-1 DEBT RECEIVED	SERIES 2015A-2 DEBT RECEIVED	SERIES 2015A-3 DEBT RECEIVED	SERIES 2020A-1 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/18/2020	5,589.41	4,394.43	1,332.46	-	11,210.10	22,526.40
2	12/1/2020	12,880.32	10,126.59	3,070.54	-	25,832.72	51,910.17
3	12/4/2020	136,594.37	107,391.43	32,562.75	-	273,953.22	550,501.77
4	12/17/2020	14,583.16	11,465.38	3,476.48	-	29,247.94	58,772.96
5	1/14/2021	1,791.65	1,408.61	427.11	-	3,593.34	7,220.71
6	2/19/2021	131.15	103.11	31.27	-	263.04	528.57
7	3/19/2021	-	-	-	-	-	-
8	4/12/2021	551.16	433.32	131.39	-	1,105.40	2,221.27
9	5/11/2021	517.31	406.71	123.32	-	1,037.53	2,084.87
10	6/5/2021	-	-	-	-	-	-
TAX CERTIFICATES	6/11/2021	1,737.83	1,366.29	414.28	-	3,485.39	7,003.79
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-
<b>TOTAL RECEIVED TAX ROLL</b>		<b>174,376.36</b>	<b>137,095.87</b>	<b>41,569.60</b>	<b>-</b>	<b>349,728.68</b>	<b>702,770.51</b>

PERCENT COLLECTED	2015A-1	2015A-2	2015A-3	2020	O&M	TOTAL
% COLLECTED DIRECT BILL	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%
% COLLECTED TAX ROLL	100.22%	100.22%	100.22%	0.00%	100.22%	100.22%
<b>TOTAL PERCENT COLLECTED</b>	<b>100.22%</b>	<b>100.22%</b>	<b>100.04%</b>	<b>100.00%</b>	<b>100.12%</b>	<b>100.11%</b>



*C.*



# ROLLING HILLS

## Community Development District

### Summary of Invoices

October 12, 2021

Fund	Date	Check No.s	Amount
General Fund	7/1-7/31	2544-2563	\$ 46,201.13
	6/1-6/30	2564-2576	\$ 33,297.10
Total			\$ 79,498.23

\*\*FedEx invoices are available upon request











CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	
7/29/21	00096	6/30/21	4973721	202106	330	57200	52100			*	177.00		
			ULTRA CHLOR										
		7/08/21	4979984	202107	330	57200	52100			*	333.46		
			SODIUM BICARB, ULTRACHLOR										
		7/13/21	4982382	202107	330	57200	52100			*	284.25		
			ULTRA CHLOR										
		7/20/21	4987873	202107	330	57200	52100			*	375.00		
			ULTRA CHLOR										
									HAWKINS, INC.			1,169.71	002559
7/29/21	00005	5/31/21	123736	202105	310	51300	31500			*	711.50		
			MAY 21 - GENERAL COUNSEL										
									HOPPING GREEN & SAMS			711.50	002560
7/29/21	00057	7/01/21	588648	202107	320	53800	46400			*	420.00		
			JUL 21 - WATER MGMT										
									THE LAKE DOCTORS, INC.			420.00	002561
7/29/21	00066	6/01/21	052102	202105	330	57200	46000			*	2,900.00		
			REPL COMPRESSOR SYS 3										
		6/01/21	052104	202105	330	57200	46000			*	1,616.96		
			SYS #3 NOT COOLING										
		7/07/21	072123	202107	330	57200	46000			*	777.50		
			50% ANNUAL MAINT CONTRACT										
									MECHANICAL SOLUTIONS LLC			5,294.46	002562
7/29/21	00060	6/30/21	366	202106	330	57200	49400			*	92.43		
			JUNE SUMMER BASH										
		6/30/21	367	202106	330	57200	34200			*	4,699.84		
			JUN 21 - POOL ATTENDANTS										
		7/01/21	365	202107	330	57200	46100			*	1,070.00		
			JUL 21 - JANITORIAL SVCS										
		7/01/21	365	202107	330	57200	46700			*	1,137.50		
			JUL 21 - POOL MAINT										
		7/01/21	365	202107	320	53800	34000			*	1,793.75		
			JUL 21 - CONTRACT ADMIN										
		7/01/21	365	202107	330	57200	34000			*	4,684.17		
			JUL 21 - FACILITY MAINT										
		7/13/21	368	202106	330	57200	46000			*	2,320.17		
			JUN 21 - FACILITY R&M										
		7/13/21	368	202106	320	53800	46000			*	400.60		
			JUN 21 - REPAIRS & MAINT										
		7/13/21	368	202106	330	57200	52000			*	66.87		
			JUN 21 - SUPPLIES										
									RIVERSIDE MANAGEMENT SERVICES, INC.			16,265.33	002563
									TOTAL FOR BANK A		46,201.13		
									ROLL ROLLING HILLS PPOWERS				



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						46,201.13	

ROLL ROLLING HILLS PPOWERS



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/16/21	00044	6/28/21 354708	202106 310-51300-32200	AUDIT FEE FY 2020	*	3,800.00	
				BERGER, TOOMBS, ELAM, GAINES &			3,800.00 002564
8/16/21	00101	6/18/21 76821	202106 330-57200-46000	RPR EXIT BUTTON @ POOL	*	263.50	
		7/28/21 76878	202107 330-57200-46000	RELAMP SERERAL LIGHTS	*	754.51	
				BLACK CREEK ELECTRICAL SERVICES			1,018.01 002565
8/16/21	00016	7/31/21 JULY 21	202107 320-53800-43100	JULY 21 - WATER	*	1,143.22	
		7/31/21 JULY 21	202107 330-57200-43100	JULY 21 - WATER	*	304.61	
				CLAY COUNTY UTILITY AUTHORITY			1,447.83 002566
8/16/21	00027	7/31/21 JULY 21	202107 320-53800-43000	JULY 21 - ELECTRIC	*	168.00	
		7/31/21 JULY 21	202107 330-57200-43000	JULY 21 - ELECTRIC	*	3,629.00	
				CLAY ELECTRIC COOPERATIVE, INC			3,797.00 002567
8/16/21	00097	7/30/21 07302021	202107 330-57200-34500	SECURITY 7/30/21	*	120.00	
		8/09/21 08092021	202108 330-57200-34500	SECURITY 8/9/21	*	120.00	
				JEFFREY DEESE			240.00 002568
8/16/21	00147	7/20/21 UG000002	202107 330-57200-34300	JULY 21 - REFUSE SERVICE	*	1,098.35	
		7/20/21 UG000002	202107 330-57200-34300	JULY 21 - REFUSE SERVICE	V	1,098.35-	
				GFL ENVIRONMENTAL			.00 002569
8/16/21	00003	8/01/21 221	202108 310-51300-34000	AUG 21 - MGMT FEES	*	3,433.33	
		8/01/21 221	202108 310-51300-35101	AUG 21 - WEBSITE	*	208.33	
		8/01/21 221	202108 310-51300-35100	AUG 21 - I.T.	*	83.33	
		8/01/21 221	202108 310-51300-31300	AUG 21 - DISSEMINATION	*	416.67	
		8/01/21 221	202108 310-51300-42000	AUG 21 - POSTAGE	*	10.20	
		8/01/21 221	202108 310-51300-42500	AUG 21 - COPIES	*	71.85	

ROLL ROLLING HILLS PPOWERS







CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						33,297.10	

ROLL ROLLING HILLS PPOWERS



# Advanced Direct Marketing Services

3733 Adirof Rd.  
Jacksonville, FL 32207-4719  
(V) 904.396.3028 (F) 396.6328  
E-mail jim@adm-service.com

## Invoice

DATE	INVOICE #
6/28/2021	143933

### BILL TO

ROLLING HILLS CDD  
475 WEST TOWN PLACE STE 114  
ST AUGUSTINE FL 32092

P.O. NO.	TERMS	PROJECT			
	With Order				
SERVICE DESCRIPTION			QTY	RATE	AMOUNT
ROLLING HILLS CDD					
Load, read, convert files; CASS Certify addresses to enable automation based postage rates; Create automation based sack/tray tags & postal documents; format for laser imaging			374	0.12864	48.11
Form layout and preparation for merge imaging			1	37.50	37.50
Laser one sheet front & back			374	0.215	80.41
Fold customer materials			374	0.04278	16.00
Customer single color #10 window envelopes			374	0.1738	65.00
Insert one piece into #10 envelope, seal, prep & deliver to BMEU JAX			374	0.10695	40.00
Postage			374	0.55	205.70
Thank you for your business.			Subtotal \$492.72		
			Sales Tax (7.5%) \$0.00		
			Total \$492.72		





Black Creek Electrical Services Inc.  
State Certified EC 13002742  
PO Box 186  
Middleburg, FL 32050

Phone: (904) 291-7941  
Fax: (904) 291-7904  
Web: WWW. Blackcreekelectric.com

**Invoice**  
76695  
4/12/2021

Printed 4/13/2021

**Bill To:**

Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Work: (904) 338-5723  
Phone 1: (904) 338-5723

**Terms**

Net 10

**Work Location:**

Primary  
Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Start Date:	4/12/2021	Exterior lights not working properly				
Date	Product/Service	Description	Price	Qty	Tax	Amount
4/12/2021	Service Call	Service call, local service call area, Includes the first half hour of labor	\$99.00	0.00	\$0.00	\$99.00

Subtotal:	\$99.00
Tax:	\$0.00
Paid:	\$0.00
<b>Total:</b>	<b>\$99.00</b>

Troubleshoot exterior lights not working properly. The clock was in manual, put the clock back into automatic.  
Lights are working properly now.

Thank you for your business!

Thank You for your business. It has been a pleasure serving you!

All work performed comes with a 1 year warranty on parts and labor (3 years on panels). Warranty services are limited to during normal working hours only. All after hours calls are subject to additional charges. Customer provided parts and fixtures are not included in warranty provisions and are not covered.

Please Pay Promptly. Terms are due upon receipt unless noted otherwise. All balances not paid within 30 days are subject to a late fee which is 1.5% of the balance due per month until the balance is paid in full.

**Please Pay From This Invoice**



# CCSO OFF-DUTY INVOICE

**TO:**  
Rolling Hills Community Development District  
3212 Bradley Creek Blvd.  
Green Cove Springs, FL 32043

**FOR:**  
Property Manager

Make all checks payable to Jeffrey Deese

Thank you for your business!



Jeffrey Deese  
4990 Windmill Court  
Middleburg, FL 32068  
904-219-0579  
[jadeese@claysheriff.com](mailto:jadeese@claysheriff.com)

## CCSO OFF-DUTY INVOICE

INVOICE DATE  
DATE:6-27-21

**TO:**  
Rolling Hills Community Development District  
3212 Bradley Creek Blvd.  
Green Cove Springs, FL 32043

**FOR:**  
Property Manager

DATE WORKED	DESCRIPTION	TIME IN/OUT	HOURS	RATE	AMOUNT
6-27-21	Neighborhood Patrol/ Security	0730-1130	4.0	30.00	120.00
	Checked preserve area.				
	Patrolled entire development				
	Checked Clubhouse, pool, and boardwalk area.				
	Patrolled entire development.				
	Checked rear undeveloped area.				
	Removed 6 kids playing in rear undeveloped area all under 14 yrs old				
	Conducted 4 traffic stops (1 equipment violation, 3 traffic control)				
DEPUTY SIGNATURE:					
					TOTAL
					120.00

Make all checks payable to Jeffrey Deese

Thank you for your business!



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice \$212.00  
Invoice Number 4962242  
Invoice Date 6/8/21  
Sales Order Number/Type 3512326 SO  
Branch Plant 74  
Shipment Number 4046378

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/8/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	371404	CCH Granular (100#)	N	1.0000	DR	\$200.0000	DR	100.0 LB	\$200.00
		DRUM DNR (BLEACH,		1.0000	DR			105.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals

1,330,572.00 521.00

6/18/21

Page 1 of 1

Tax Rate Sales Tax  
0 % \$0.00

Invoice Total \$212.00

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

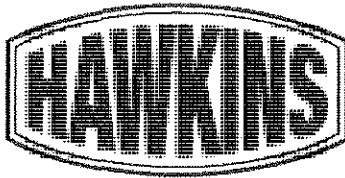
This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.6(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1074154



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

## INVOICE

Total Invoice	\$507.00
Invoice Number	4963001
Invoice Date	6/17/21
Sales Order Number/Type	3506978 SO
Branch Plant	74
Shipment Number	4039242

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33361

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/17/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET					B74	
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	• Ultra-Chlor (Sod. Hypo 12.5%)	N	330.0000	GA	\$1.5000	GA	3,329.7 LB	\$495.00
		1 GA BLK (Mini-Bulk)		330.0000	GA			3,604.7 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals

1.330.57200 - 52100

and CF 6/18/21

Page 1 of 1

Tax Rate

0 %

Sales Tax

\$0.00

Invoice Total

\$507.00

## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. Seller specifically NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1078552

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	\$177.00
Invoice Number	4966131
Invoice Date	6/22/21
Sales Order Number/Type	3512940 SO
Branch Plant	74
Shipment Number	4047167

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/22/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	110.0000	GA	\$1.5000	GA	1,109.9 LB	\$165.00
		1 GA BLK (Mini-Bulk)		110.0000	GA			1,201.6 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals

1.330 . 57200 . 52100

*[Signature]* 6/28/21

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$177.00
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No Discounts on Freight or Containers

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Remit To: **Hawkins, Inc.**  
**P.O. Box 860263**  
**Minneapolis, MN 55486-0263**

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[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 1092510



Riverside Management Services, Inc  
9656 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 364  
Invoice Date: 6/15/2021  
Due Date: 6/15/2021  
Case:  
P.O. Number:

Bill To:  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance May 1 - May 31, 2021		2,523.15	2,523.15
Maintenance Supplies		1,121.29	1,121.29
Facility Maintenance/Repairs \$ 2307.69 1. 330.57200.46000			
Repairs/maintenance - Field \$ 912.87 1. 320.53800.46000			
Operating Supplies \$ 423.88 1. 320.57200.52000 3rd			

Total	\$3,644.44
Payments/Credits	\$0.00
Balance Due	\$3,644.44

6-21-21  
CZ



**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF MAY 2021**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/3/21	2	F.S.	Removed debris from amenity center, pool, common areas, playground and roadways, changed trash receptacles
5/6/21	6	L.F.	Light inspection, change lights in fitness center, inspected boardwalk, repaired trim around mirror in fitness center, paver repair on pool deck
5/11/21	2	L.F.	Blew leaves and debris off pool deck, removed debris from amenity center, pool, common areas, playground and roadways
5/17/21	3	B.H.	Removed debris from amenity center, pool, common areas, playground and roadways, changed trash receptacles
5/10/21	2	L.F.	Changed trash receptacles, removed debris from amenity center, pool, common areas, playground and roadways
5/12/21	4	L.F.	Replaced light bulbs throughout amenity center, replaced ballasts in fitness center lights, picked up supplies, removed debris throughout community
5/12/21	8	B.H.	Checked and changed out light bulbs around amenity center, checked and changed all trash receptacles, removed debris from amenity center, pool, common areas, playgrounds and roadways, blew leaves and debris off all common areas
5/17/21	2	L.F.	Changed light fixtures, blew leaves and debris off pool deck
5/17/21	2	B.H.	Removed debris from amenity center, pool, common areas, playground and roadways, changed trash receptacles
5/19/21	6.5	B.H.	Vacuumed gym area, lobby and downstairs area in amenity center, removed debris from amenity center, pool, common areas, playground and roadways, checked and changed all trash receptacles, blew leaves and debris off all common areas
5/21/21	8	L.F.	Replaced all lights in fitness center, paver repair on pool deck, replaced light fixture, repaired bucket in spray feature, blew leaves and debris off pool deck, tennis courts and walkways, removed debris from amenity center, pool, common areas, playground and roadways, changed trash receptacles
5/24/21	4	L.F.	Replaced light fixtures in upstairs kitchen and bathroom, repaired door handles to rental room, installed no vaping signs, replaced light bulbs in rental room, picked up supplies
5/26/21	7	B.H.	Pressure washed canopies, removed debris around community, changed trash receptacles
5/27/21	4	R.M.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
5/27/21	4	L.F.	Inspected and cleaned lakes and outfall structures (Used Gator and Large Trailer)
5/28/21	3	L.F.	Straightened pool furniture, removed plastic kids pool from lake, blew leaves and debris off pool deck, removed debris from amenity center, pool, common areas, playground and roadways, checked and changed all trash receptacles

**TOTAL** 67.5

**MILES** 361

\*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445



# MAINTENANCE BILLABLE PURCHASES

Period Ending 06/05/21

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
RH				
ROLLING HILLS				
	5/1/21	Sirus Radio	64.38	F.O.
	5/12/21	13W CFL Bulbs (14)	98.12	L.F.
	5/12/21	5W LED Bulbs 3pk (3)	24.08	L.F.
	5/12/21	T8 Ballast (2)	66.42	L.F.
	5/12/21	Wire Connectors 30pk	3.12	L.F.
	5/18/21	Water	14.93	F.O.
	5/20/21	13W Quadtube Bulbs (2)	16.03	F.O.
	5/20/21	LED Lights (6)	41.19	F.O.
	5/20/21	11" LED Orb Square Lights (4)	160.86	F.O.
	5/20/21	32W4' T8 Lightbulbs (2)	68.95	F.O.
	5/24/21	Flat Washers (2)	2.71	L.F.
	5/24/21	9W LED Light Bulbs	1.12	L.F.
	5/24/21	4' T8 Light Bulbs 2pk (3)	31.40	L.F.
	5/27/21	John Deere Gator and Trailer Rental	70.00	R.M.
	6/27/21	Contractor Trash Bags	22.94	R.M.
	6/27/21	Gas for John Deere Gator	9.00	R.M.
	6/1/21	Sirus Radio	64.38	F.O.
	6/1/21	Medicine Balls for Gym	158.70	F.O.
	6/3/21	Tables (2)	114.95	F.O.
	6/3/21	Sherples	14.93	F.O.
	6/3/21	Pens	8.60	F.O.
	6/3/21	Paper	21.25	F.O.
	6/3/21	Garbage Bags (2)	45.26	F.O.
TOTAL			<u>\$1,121.29</u>	





# Tree Amigos

## Outdoor Services

### Invoice

Invoice#: 15427

Date: 06/16/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 30247  
Rolling Hills CDD O/S  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

---

Description	Quantity	Price	Ext Price
Repaired 4" mainline	1.00	400.00	400.00

Notes:

Invoice Total: \$400.00

*Irrigation Repairs*

*1. 320. 53800. 46500*

*ALB 6/18/21*





# Tree Amigos

## Outdoor Services

### Invoice

Invoice#: 15481

Date: 06/23/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 30247  
Rolling Hills CDD O/S  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

---

Description	Quantity	Price	Ext Price
Sod replacement and moving boulders			
(250) Square feet Floratam St. Augustine Sod @ \$.95 per foot	250.00	0.95	237.50
Labor and equipment to move boulders	1.00	350.00	350.00

**Notes:**

**Invoice Total: \$587.50**

Land Scape Maintenance

1 320.53800 . 46200

*[Signature]* 6/28/21





# Tree Amigos

Outdoor Services

## Invoice

Invoice#: 15579

Date: 06/28/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 20247  
Rolling Hills CDD  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

---

Description	Quantity	Price	Ext Price
June Monthly Landscape Maintenance	1.00	6,072.15	6,072.15

Notes:

Invoice Total: \$6,072.15

*Landscape Maintenance*

*1.320.53800.46200*

*[Signature] 6/28/21*



# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address		Jun-21
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$	131.39
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$	608.06
00253042	3212-3 Bradley Creek Pkwy - Irr	\$	1,065.04
00256584	3215-2 Bradley Creek Pkwy - Irr	\$	133.82
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$	304.61
		\$	<u>2,242.92</u>

Vendor #16	
001.320.53800.43100	\$ 1,938.31
001.330.57200.43100	\$ 304.61
	<u>\$ 2,242.92</u>



# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address		Jun-21
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$	131.39
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$	608.06
00253042	3212-3 Bradley Creek Pkwy - Irr	\$	1,065.04
00256584	3215-2 Bradley Creek Pkwy - Irr	\$	133.82
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$	304.61
		\$	<u>2,242.92</u>

#### Vendor #16

001.320.53800.43100	\$	1,938.31
001.330.57200.43100	\$	<u>304.61</u>
	\$	<u>2,242.92</u>





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 07/09/2021

Customer #: 00244868

Service Address: 3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020732

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)		07/09/21 to 08/05/21				\$0.00
Consumption Charges		Tier 1	0.0	X	0.00	\$0.00
Proration Factor: 0.0000		Tier 2	0.0	X	0.00	\$0.00
		Tier 3	0.0	X	0.00	\$0.00
		Tier 4	0.0	X	0.00	\$0.00

Alternative Water Supply Surcharge \$0.00

**Sewer**

Base Charges (Prepaid)						\$0.00
Consumption Charges			0.0	X	0.00	\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272411	2	07/05/21	34	73914	73914	0
Base Charges (Prepaid)						\$131.39
Consumption Charges		Tier 1	0.0	X	0.81	\$0.00
Proration Factor: 1.1333		Tier 2	0.0	X	1.59	\$0.00
		Tier 3	0.0	X	2.40	\$0.00

**Other Charges**

Administrative Fees (Prepaid)		\$0.00
Capacity Fees (Prepaid)		\$0.00
Deposit Interest Refund		\$0.00
Current Charges		\$131.39
Previous Balance		\$0.00
Late Charge (If Applicable)		\$0.00
<b>TOTAL AMOUNT DUE</b>		<b>\$131.39</b>

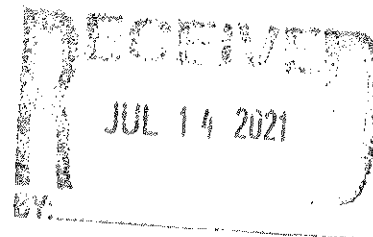
We are collecting school supply donations for Tools 4 Clay Schools from June 1 -September 1. School supplies are given to Clay County public school teachers for students in need in their classrooms.

Drop off your donataions at our office or you can shop their Amazon wish list: [https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi\\_ext\\_lcl\\_cl](https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi_ext_lcl_cl)

Need assistance paying your bill? Lend a Helping Hand funds are available. Contact St Catherine's Catholic Church for assistance at 904-639-5839

Please pay \$131.39 by 7/30/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$131.39 was posted to your account on 06/28/2021.

**Please return this portion with payment****Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	07/09/21
Current Charges	\$131.39
<b>Current Charges Past Due After</b>	<b>07/30/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$131.39</b>

ROLLING HILLS CDD

Customer #:00244868

3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020732

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0708B  
2000000985 59/1



ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 07/09/2021

Customer #: 00244869

Service Address: 3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020734

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	07/09/21 to 08/05/21					\$0.00
Consumption Charges	Tier 1	0.0	X	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00
	Tier 4	0.0	X	0.00		\$0.00

Alternative Water Supply Surcharge \$0.00

**Sewer**

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	X		0.00		\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
66272412	2	07/05/21	34	67634	67938	304
Base Charges (Prepaid)						\$131.39
Consumption Charges	Tier 1	136.0	X	0.81		\$110.16
Proration Factor: 1.1333	Tier 2	45.3	X	1.59		\$72.03
	Tier 3	122.7	X	2.40		\$294.48

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$608.06
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$608.06</b>

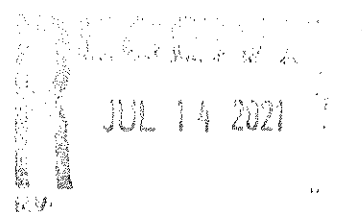
We are collecting school supply donations for Tools 4 Clay Schools from June 1 -September 1. School supplies are given to Clay County public school teachers for students in need in their classrooms.

Drop off your donataions at our office or you can shop their Amazon wish list: [https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi\\_ext\\_Ink\\_lcl\\_cl](https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi_ext_Ink_lcl_cl)

Need assistance paying your bill? Lend a Helping Hand funds are available. Contact St Catherine's Catholic Church for assistance at 904-639-5839

Please pay \$608.06 by 7/30/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$316.40 was posted to your account on 06/28/2021.

**Please return this portion with payment****Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	07/09/21
Current Charges	\$608.06
<b>Current Charges Past Due After</b>	<b>07/30/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$608.06</b>

ROLLING HILLS CDD

Customer #:00244869

3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020734

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0708B  
2000000986 59/2

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385 N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 07/09/2021

Customer #: 00253042

Service Address: 3212-3 Bradley Creek Pkwy Irrigation

Route #: MC13020736

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69667781	2	07/05/21	34	30364	30695	331

Base Charges (Prepaid)	07/09/21 to 08/05/21					\$87.01
Consumption Charges	Tier 1	90.7	X	1.50		\$136.05
Proration Factor: 1.1333	Tier 2	136.0	X	3.10		\$421.60
	Tier 3	104.3	X	4.02		\$419.29
	Tier 4	0.0	X	5.16		\$0.00

Alternative Water Supply Surcharge \$1.09

**Sewer**

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	X		0.00		\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	X	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$1,065.04
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$1,065.04</b>

We are collecting school supply donations for Tools 4 Clay Schools from June 1 -September 1. School supplies are given to Clay County public school teachers for students in need in their classrooms.

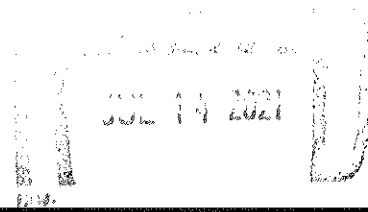
Drop off your donatlons at our office or you can shop their Amazon wish list: [https://smile.amazon.com/hz/charitylist/l/17L207RVHORLW/refsmi\\_ext\\_innk\\_lcl\\_cl](https://smile.amazon.com/hz/charitylist/l/17L207RVHORLW/refsmi_ext_innk_lcl_cl)

Need assistance paying your bill? Lend a Helping Hand funds are available. Contact St Catherine's Catholic Church for assistance at 904-639-5839

Please pay \$1065.04 by 7/30/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$513.12 was posted to your account on 06/28/2021.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)

**Please return this portion with payment****Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00253042

3212-3 Bradley Creek Pkwy Irrigation

Route #:MC13020736

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0708B  
2000000987 59/3

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 07/09/2021

Customer #: 00256584

Service Address: 3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020730

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	07/09/21 to 08/05/21					\$0.00
Consumption Charges	Tier 1	0.0	X	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	X	0.00	\$0.00	
	Tier 3	0.0	X	0.00	\$0.00	
	Tier 4	0.0	X	0.00	\$0.00	

Alternative Water Supply Surcharge \$0.00

**Sewer**

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	X	0.00	\$0.00		

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58730024	2	07/05/21	34	19379	19382	3
Base Charges (Prepaid)						\$131.39
Consumption Charges	Tier 1	3.0	X	0.81	\$2.43	
Proration Factor: 1.1333	Tier 2	0.0	X	1.59	\$0.00	
	Tier 3	0.0	X	2.40	\$0.00	

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$133.82
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$133.82</b>

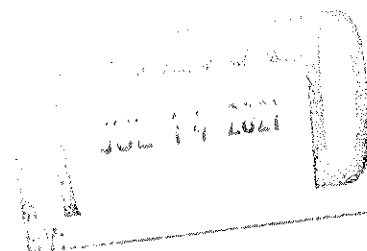
We are collecting school supply donations for Tools 4 Clay Schools from June 1 -September 1. School supplies are given to Clay County public school teachers for students in need in their classrooms.

Drop off your donataions at our office or you can shop their Amazon wish list: [https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi\\_ext\\_innk\\_lcl\\_cl](https://smile.amazon.com/hz/charitylist/17L207RVHORLW/refsmi_ext_innk_lcl_cl)

Need assistance paying your bill? Lend a Helping Hand funds are available. Contact St Catherine's Catholic Church for assistance at 904-639-5839

Please pay \$133.82 by 7/30/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$132.20 was posted to your account on 06/28/2021.

**Please return this portion with payment****Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	07/09/21
Current Charges	\$133.82
<b>Current Charges Past Due After</b>	<b>07/30/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$133.82</b>

ROLLING HILLS CDD

Customer #:00256584

3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020730

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0708B  
2000000988 59/4

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 07/09/2021

Customer #: 00260347

Service Address: 3212-4 Bradley Creek Pkwy Resident's Club

Route #: MC13020738

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003704	2	07/05/21	34	72	75	3

Base Charges (Prepaid)	07/09/21 to 08/05/21					\$87.01
Consumption Charges	Tier 1	3.0	X	2.01		\$6.03
Proration Factor: 1.1333	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00
	Tier 4	0.0	X	0.00		\$0.00

Alternative Water Supply Surcharge \$1.09

**Sewer**

Base Charges (Prepaid)						\$197.04
Consumption Charges	3.0	X	4.48			\$13.44

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	X	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$304.61
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$304.61</b>

We are collecting school supply donations for Tools 4 Clay Schools from June 1 -September 1. School supplies are given to Clay County public school teachers for students in need in their classrooms.

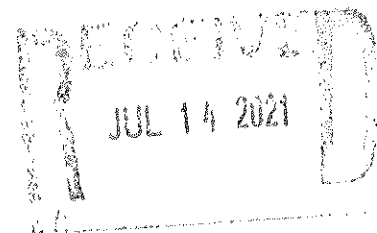
Drop off your donataions at our office or you can shop their Amazon wish list: [https://smile.amazon.com/hz/charitylist/is/17L207RVHORLW/refsmi\\_ext\\_Ink\\_lcl\\_cl](https://smile.amazon.com/hz/charitylist/is/17L207RVHORLW/refsmi_ext_Ink_lcl_cl)

Need assistance paying your bill? Lend a Helping Hand funds are available. Contact St Catherine's Catholic Church for assistance at 904-639-5839

Please pay \$304.61 by 7/30/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$298.12 was posted to your account on 06/28/2021.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)

**Please return this portion with payment****Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

ROLLING HILLS CDD

Customer #:00260347

3212-4 Bradley Creek Pkwy Resident's Club

Route #:MC13020738

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0708B  
2000000989 59/5

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385 N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



**Subject:** Re: Check request.  
**Date:** Thursday, July 15, 2021 at 8:02:19 AM Eastern Daylight Time  
**From:** Rolling Hills  
**To:** Patti Powers  
**Attachments:** image001.png

Patti. I need a check made out of Mark John's for \$250. You already have his info. He is providing live music for us this Friday. Please mail to Rolling Hills. Thanks. --

On Thu, Jul 15, 2021 at 7:57 AM Patti Powers <[ppowers@gmssf.com](mailto:ppowers@gmssf.com)> wrote:


Freddie – I'm in the office today, what do you need?


*Patti Powers*

*GMS-SF, LLC*

*5385 N Nob Hill Road*

*Sunrise, FL 33351*

 *(954) 721-8681 x202*

 *(954) 721-9202*

*[www.govmgtsvc.com](http://www.govmgtsvc.com)*

*[ppowers@gmssf.com](mailto:ppowers@gmssf.com)*

The logo for GMS (Government Management Services) features the letters "GMS" in a large, bold, sans-serif font. Below the letters, the words "GOVERNMENT MANAGEMENT SERVICES" are written in a smaller, all-caps, sans-serif font.

**From:** Rolling Hills <[rhmanager@riversidemgtsvc.com](mailto:rhmanager@riversidemgtsvc.com)>  
**Date:** Tuesday, July 13, 2021 at 10:13 AM  
**To:** Patti Powers <[ppowers@gmssf.com](mailto:ppowers@gmssf.com)>  
**Subject:** Re: Automatic reply: Check request.

Whom can I contact for a check request? Thanks

On Mon, Jul 12, 2021 at 3:22 PM Patti Powers <[ppowers@gmssf.com](mailto:ppowers@gmssf.com)> wrote:



**Subject:** Check request for Rolling Hills

**Date:** Friday, July 23, 2021 at 3:43:43 PM Eastern Daylight Time

**From:** Rolling Hills

**To:** Patti Powers

Patti

I need a check made out to Progressive Entertainment for \$495.00 please. This is for a movie event scheduled for Friday July 30th. You should have all their info from last year. Please mail to Rolling Hills. Thanks

Freddie Oca

Rolling Hills

3212 Bradley Creek Parkway

Green Cove Springs, Fl. 32043

(904) 531-9238

[RHmanager@riversidemgtsvc.com](mailto:RHmanager@riversidemgtsvc.com)





**SMARTHOMES.BIZ**  
SMART HOME SPECIALISTS

Tel. 904-743-8444  
www.smarthome.biz  
sales@smarthome.biz

PLEASE PAY BY	AMOUNT	INVOICE DATE
08/03/2021	\$185.00	07/06/2021

Rolling Hills At Lake Asbury  
C/O Government Mgt Svcs  
9655 Florida Mining Blvd West  
Bldg 300 Suite 305  
Jacksonville FL 32257

## INVOICE NO. 207969

Site: 3212 Bradley Creek Pkwy Green  
Cove Spri  
Site Address: 3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043  
Job No.: 65893  
Job Name:  
Order No.:

### Description

POOL GATE ACCESS WILL READ ACCESS CARD BUT NOT UNLOCK THE GATE

07/06/2021 - Brent Touchet:

The job is complete.

Repaired wires to gate tested gate need adjusted if you have any further problems with your system please contact us.

### Service - Security

Sub-Total ex Tax	\$185.00
Tax	\$0.00
Total	\$185.00

*"Thank you—we really appreciate your business! Please send payment within 21 days of receiving this invoice."*

**IMPORTANT:** Please remember to test your system monthly.

Need automation for your home? Visit us online at [www.smarthome.biz](http://www.smarthome.biz)

*There will be a 1.5% interest charge per month on late invoices.*

Sub-Total ex Tax	\$185.00
Tax	\$0.00
Total inc Tax	\$185.00
Amount Applied	\$0.00
Balance Due	\$185.00

*Repairs / Facility Maint.*

*1. 330. 57200. 46000*

*N/2*

*[Signature] 7/9/21*





Remit To: Clay County Sheriff's Office  
PO Box 548/901 N. Orange Ave  
GREEN COVE SPRINGS, FL 32043  
  
(904) 284-7575

Invoice Number: SSI10166  
Invoice Date: 7/15/2021

Page: 1

Attn: Fiscal - Accounts Receivable

Bill

To: ROLLING HILLS CDD  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 32043  
PATTI POWERS

Ship

To: ROLLING HILLS CDD  
3212 BRADLEY CREEK PKWY  
GREEN COVE SPRINGS, FL 32043  
PATTI POWERS

Due Date 7/30/2021  
Terms Net 15 Days

Customer ID C0000125  
P.O. Number  
P.O. Date 7/15/2021  
Our Order No  
SalesPerson

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Fees-2nd Employment Admin Fee-JUNE 2021		16	16	5.00	80.00
Fees-2nd Employment Scheduling		3	3	25.00	75.00

24. 33.345

Amount Subject to Sales Tax US0  
Amount Exempt from Sales Tax 155.00

Subtotal: 155.00  
Invoice Discount: 0.00  
Tax: 0.00

Total USD: 155.00



## INVOICE

CLIENT NAME

ROLLING HILLS

CLIENT NUMBER

CLIENT ADDRESS

INVOICE NUMBER

INVOICE DATE

7/15/2021

EVENT	DATE	DESCRIPTION	PERSONNEL START and STOP TIMES	HOURS or QUANTITY	RATE	TOTAL
1	05/04/21 0000 - 05/04/21 0000	Rolling Hills	Jeff Deese 06/05/21 0530 - 06/05/21 0930	4 (hrs) 4	\$30.00	\$120.00 \$120.00
2	06/14/21 0000 - 06/14/21 0000	Rolling Hills	Jeff Deese 06/14/21 0000 - 06/14/21 0000	4 (hrs) 4	\$30.00	\$120.00 \$120.00
3	06/18/21 0000 - 06/18/21 0000	Rolling Hills	Jeff Deese 06/22/21 0600 - 06/22/21 1000	4 (hrs) 4	\$30.00	\$120.00 \$120.00
4	06/25/21 0000 - 06/25/21 0000	Rolling Hills	Jeff Deese 06/25/21 0730 - 06/25/21 1130	4 (hrs) 4	\$30.00	\$120.00 \$120.00
INVOICE TOTAL:				(hrs) 16		\$480.00



## Hello Rolling Hills Ameni Center,

Thanks for choosing Comcast Business.



Previous balance		\$288.49
Payment - thank you	Jul 04	-\$288.49
Credits	Page 3	-\$7.09
<b>Balance forward</b>		<b>-\$7.09</b>
Regular monthly charges	Page 3	\$283.90
Taxes, fees and other charges	Page 3	\$4.57
<b>New charges</b>		<b>\$288.47</b>

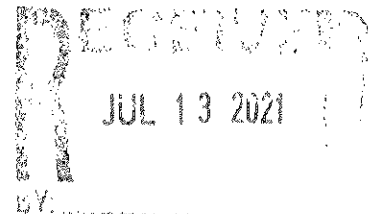
**Amount due Jul 25, 2021 \$281.38**

## Need help?

Visit [business.comcast.com/help](https://business.comcast.com/help) or see page 2 for other ways to contact us.

## ← Your bill explained

- Any payments received or account activity after Jul 04, 2021 will show up on your next bill. View your most up-to-date account balance at [business.comcast.com/myaccount](https://business.comcast.com/myaccount).
- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

61  
33415

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

COMCAST  
BUSINESS141 NW 16TH ST  
POMPANO BEACH FL 33060-5250  
98330310 NO RP 04 20210704 NNNNNNNY 0000711 0004ROLLING HILLS AMENI CENTER  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

Account number

8495 74 123 1221031

Payment due

Jul 25, 2021

Please pay

**\$281.38**

Amount enclosed

\$

Make checks payable to Comcast  
Do not send cash

Send payment to

COMCAST  
PO BOX 71211  
CHARLOTTE NC 28272-1211

849574123122103100281386



<b>Balance forward</b>		<b>-\$7.09</b>
Previous balance		\$288.49
Payment - thank you	Jul 04	-\$288.49
<b>Credits</b>		<b>-\$7.09</b>
Courtesy Sports - Adjustment	Jun 07	-\$7.09

<b>Regular monthly charges</b>		<b>\$283.90</b>
Comcast Business services		\$194.80
TV Standard	\$59.95	
Business Video		
Includes \$15.00 Service Discount		
Starter	\$69.95	
Business Internet		
Static IP - 1	\$19.95	
Voice Line	\$39.95	
Business Voice		
Voice Mail Service	\$5.00	

<b>Equipment &amp; services</b>		<b>\$56.20</b>
TV Adapter	\$0.50	
Includes \$9.45 Service Discount		
Service To Additional TV	\$38.75	
With TV Adapter		
Qty 5 @ \$7.75 each		
Includes \$11.00 Service Discount		
Equipment Fee	\$16.95	
Voice		

<b>Service fees</b>		<b>\$32.90</b>
Broadcast TV Fee	\$19.45	
Directory Listing Management Fee	\$2.00	
Regional Sports Fee	\$8.45	
Voice Network Investment	\$3.00	

<b>Taxes, fees and other charges</b>		<b>\$4.57</b>
Other charges		\$4.57
Federal Universal Service Fund	\$3.16	
Regulatory Cost Recovery	\$1.41	

## What's included?



**Internet:** Fast, reliable internet on our Gig-speed network



**TV:** Keep your employees informed and customers entertained



**Voice Numbers:** (904)531-9238

Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) for more details

You've saved \$35.45 this month with your service discounts.

Additional information



# CCSO OFF-DUTY INVOICE

**FOR:**  
Property Manager

DEPUTY SIGNATURE:

Thank you for your business!



# CCSO OFF-DUTY INVOICE

**FOR:**  
Property Manager

DEPUTY SIGNATURE:

Am

TOTAL

120.00

Thank you for your business!



# CCSO OFF-DUTY INVOICE

FOR:  
Property Manager

DEPUTY SIGNATURE:

120.00

Thank you for your business!



CCSO OFF-DUTY INVOICE

**FOR:**  
Property Manager

DEPUTY SIGNATURE:

97

Thank you for your business!





GFL  
environmental

**GFL Environmental**  
**P: (904) 760-5880**  
**JacksonvilleFL@gflenv.com**

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK

**ROLLING HILLS CDD**  
**5385 N KNOB HILL RD**  
**ROLLING HILLS**  
**SUNRISE, FL 33351-4761**

**CUSTOMER NO.**  
**INVOICE NO.**  
**INVOICE DATE**  
**DUE DATE**  
**TOTAL AMOUNT DUE**  
**REFERENCE NO.**

UG-103664  
UG0000022453  
06/21/2021  
Due Upon Receipt  
**\$1,062.26**

**AMOUNT OF REMITTANCE** \$

00555193UG000002245300103664000000001195858

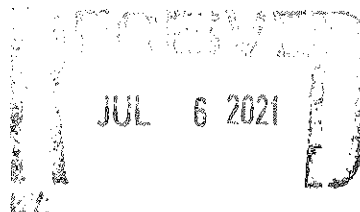
PLEASE DETACH AND RETURN THIS TOP PORTION WITH PAYMENT. A RETURN ENVELOPE IS ENCLOSED AND THE REMIT TO ADDRESS IS ALSO ON THE REVERSE SIDE OF THIS INVOICE.

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
	(0000)				
21 - Jun	CLAY COUNTY FRAN FEE 14% at 14.000% on \$6.50				\$0.91
	<b>SITE TOTAL</b>				<b>\$0.91</b>
	(0001)				
	ROLLING HILLS CDD				
	3212 BRADLEY CREEK PKWY , GREEN COVE SPRINGS FL				
	Serv #001 COMM FRONTLOAD WASTE PERM 8YD				
21 - Jun	TRASH STANDARD SERVICE Jul 01/21 - Jul 31/21		\$777.05	1.00	\$777.05
21 - Jun	ENERGY CHARGE				\$265.44
21 - Jun	CLAY COUNTY FRAN FEE 14% at 14.000% on \$1,042.49				\$145.95
	<b>SITE TOTAL</b>				<b>\$1,188.44</b>
	(0000)				
21 - Jun	C ADMIN FEE	SC45201			\$6.50
	<b>SITE TOTAL</b>				<b>\$6.50</b>

### Notes:

Due to increased costs, your next invoice may reflect a price increase.

1478. 33.343



### REMIT TO:

**GFL Environmental**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL
\$1,195.85	\$0.00	\$0.00	(\$133.59)	\$1,062.26

**TOTAL INVOICE** \$1,195.85

**CUSTOMER NO** UG-103664

**INVOICE DATE** 06/21/2021

**INVOICE NO.** UG0000022453

REMIT TO INFO ON THE REVERSE SIDE



1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 220

**Invoice Date:** 7/1/21

**Due Date:** 7/1/21

**Case:**

**P.O. Number:**

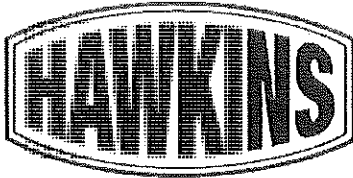
**Bill To:**

Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32090

[illegible]



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	\$177.00
Invoice Number	4973721
Invoice Date	6/30/21
Sales Order Number/Type	3527081 SO
Branch Plant	74
Shipment Number	4065352

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
7/30/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	110.0000	GA	\$1.5000	GA	1,109.9 LB	\$165.00
		1 GA BLK (Mini-Bulk)		110.0000	GA			1,201.6 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals  
1.330.57200.52100

*[Signature]* 7/29/21

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$177.00
---------------	----------

## No Discounts on Freight or Containers

**IMPORTANT:** All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Reprint To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

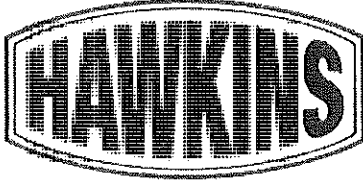
This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.6(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 1120580



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice \$333.46  
Invoice Number 4979984  
Invoice Date 7/8/21  
Sales Order Number/Type 3532456 SO  
Branch Plant 74  
Shipment Number 4072222

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Not Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
8/7/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	14420	Sodium Bicarbonate	N	2.0000	BG	\$24.6069	BG	100.0 LB	\$49.21
		50 # BAG (POOL GRADE)		2.0000	BG			102.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	165.0000	GA	\$1.6500	GA	1,664.9 LB	\$272.25
		1 GA BLK (Mini-Bulk)		165.0000	GA			1,802.3 GW	

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Real Chemicals  
1.330.57200.52100

96

*[Signature]* 7/16/21

Page 1 of 1

Tax Rate  
0 %

Sales Tax  
\$0.00

Invoice Total

\$333.46

NO Discounts on Freight or Containers  
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifies discounts and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.  
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR 3560-1.4(a), 60-300.8(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 1140771



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	\$284.25
Invoice Number	4002382
Invoice Date	7/13/21
Sales Order Number/Type	3543270 SO
Branch Plant	74
Shipment Number	4084867

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
8/12/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43067	Ultra-Chlor (Sod. Hypo 12.5%)	N	165.0000	GA	\$1.6500	GA	1,604.9 LB	\$272.25
		1 GA BLK (Mini-Bulk)		165.0000	GA			1,802.3 GW	
1.010	Fuel Surchargo	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals  
1-330-57200-52100

96

*[Signature]* 7/14/21

Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

\$284.25

## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1933, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

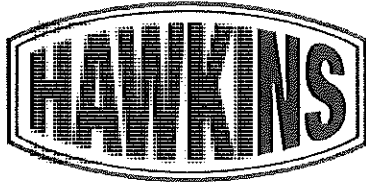
This contractor and subcontractor shall abide by the requirements of 41 CFR 101-11.6(a), 60-300.6(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1159039



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	\$375.00
Invoice Number	4987873
Invoice Date	7/20/21
Sales Order Number/Type	3551467 SO
Branch Plant	74
Shipment Number	4095182

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date		Terms	FOB Description	Ship Via	Customer P.O.#		P.O. Release		Sales Agent #
8/19/21		Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET					B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	220.0000	GA	\$1.6500	GA	2,219.8 LB	\$363.00
		1 GA BLK (Mini-Bulk)		220.0000	GA			2,403.1 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals

1.330.57200.52100

96

*[Signature]* 7/23/21

Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

\$375.00

#### No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same quantity shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.6(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 1182750



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

June 30, 2021

Rolling Hills Community Development District  
c/o Jim Oliver, District Manager  
GOVERNMENTAL MANAGEMENT SERVICES  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 123736  
Billed through 05/31/2021

### General Counsel/Monthly Meeting

RHCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

05/04/21	MKR	Follow up with Bicker regarding Clay High School Swim Team agreement.	0.10 hrs
05/05/21	KSB	Confer with district engineer.	0.30 hrs
05/10/21	MKR	Follow up with McDougal, Oliver and Oca regarding swim team agreement.	0.10 hrs
05/20/21	MKR	Prepare form of engineering agreement.	1.00 hrs
05/24/21	MKR	Follow-up with Clay County School Board attorney regarding swim team agreement.	0.10 hrs
05/26/21	JLK	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	1.00 hrs

Total fees for this matter \$711.50

### MATTER SUMMARY

Kilinski, Jennifer L.	1.00 hrs	295 /hr	\$295.00
Buchanan, Katie S.	0.30 hrs	305 /hr	\$91.50
Rigoni, Michelle K.	1.30 hrs	250 /hr	\$325.00

TOTAL FEES \$711.50

**TOTAL CHARGES FOR THIS MATTER \$711.50**

### BILLING SUMMARY

Kilinski, Jennifer L.	1.00 hrs	295 /hr	\$295.00
Buchanan, Katie S.	0.30 hrs	305 /hr	\$91.50
Rigoni, Michelle K.	1.30 hrs	250 /hr	\$325.00

TOTAL FEES \$711.50



=====

**TOTAL CHARGES FOR THIS BILL**

**\$711.50**

**Please include the bill number with your payment.**





3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

<b>Bill To</b>
ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092

# INVOICE

Invoice #	588648
Account #	718674
Invoice Date	7/1/2021
Due Date	7/31/2021
Rep	MAS

Invoice Questions: <a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a> Payment Questions: <a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a>
--

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 30 DAYS	
Item	Description		Amount
	Monthly Water Management Service (R)		420.00
		52	
		Customer Total Balance	\$420.00
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!			Total Invoice
			\$420.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b>
ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092

Amount Enclosed

Invoice #	588648
Account #	718674
Date	7/1/2021

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

**The Lake Doctors, Inc.**  
3543 State Road 419  
Winter Springs, FL 32708

IF PAYING BY CREDIT CARD, FILL OUT BELOW	
Mastercard	Visa American Express
Card #	6011 0000 0000 0000
Card Verification #	1 320 53800 90100
Exp. Date #	
Print Name	
Billing Address:	Check box if same as above
Signature	<i>[Signature]</i>



Mechanical Solutions LLC  
4249 Lazy Acres Road • Middleburg, Florida 32068  
(904) 673-0016  
Email: [Info@MechanicalSolutionsLLC.net](mailto:Info@MechanicalSolutionsLLC.net)

July 7, 2021

Riverside Management Services  
9655 Florida Mining Boulevard, Bldg. 300  
Jacksonville, FL 32257

INVOICE NUMBER: 072123

Location of Service: Rolling Hills Community Center

Work Performed: Maintenance Contract 2021 – 50% Final Bill

Perform scheduled maintenance on all HVAC equipment. Total annual contract amount equals \$1,555.

Term of contract is January 1, 2021 through December 31, 2021.

**Total Due:** **\$ 777.50**

Tax Exempt Sale

66, 33.460

*Thank you for the opportunity to be your Mechanical Solution*



Mechanical Solutions LLC  
2360 Windswept Court • Green Cove Springs, Florida 32043  
(904) 673-0016  
Email: [Info@MechanicalSolutionsLLC.net](mailto:Info@MechanicalSolutionsLLC.net)

June 1, 2021

Riverside Management Services  
9655 Florida Mining Boulevard, Bldg. 300  
Jacksonville, FL 32257

660.33.460

INVOICE NUMBER: 052104

Location of Service: Rolling Hills Community Center

Work Performed: System #3 No Cooling – Tripping Breaker

05-03-21	Condenser fan bound up- free by rotating. Found bad fan capacitor, replaced with 15 mfd from truck stock. System started and ran. 8 miles 1¼ hours
05-06-21	Main breaker for CU-3 tripped, checked for shorts to ground. Reset and it tripped again. Isolated compressors and condenser fan and determined the fan was causing the trip. Removed fan from condensing unit. 8 miles 1 hour
05-07-21	Pickup aftermarket condenser fan from supply house across the river. Install with new 10 mfd capacitor and start up. 52 miles 3¼ hours
05-12-21	While replacing compressor on 3B noticed the aftermarket motor stopping while compressor 3A was still running. Found it was drawing over nameplate amperage. Tried adjusting blade up and down on shaft with same result. Swapped fan from basement CU-1 which rarely runs onto CU-3. 1¼ hour
05-14-21	Install aftermarket motor into CU-1 and startup, overamps in this unit too. Leave CU-1 off and order Aeon OEM motor. 1 hour
05-25-21	Install new OEM fan motor in CU-3, reinstall original motor back into CU-1. 8 miles 2 hours

*Thank you for the opportunity to be your Mechanical Solution*



Mechanical Solutions LLC  
2360 Windswept Court • Green Cove Springs, Florida 32043  
(904) 673-0016  
Email: [Info@MechanicalSolutionsLLC.net](mailto:Info@MechanicalSolutionsLLC.net)

<b>Labor:</b>	9¾ hours @ \$90.00/hour	\$ 877.50
<b>Materials:</b>	Aaon OEM condenser fan motor	\$ 606.00
	Freight	\$ 76.00
	Aftermarket condenser fan motor	N/C
	15 mfd capacitor	\$ 15.66
<b>Mileage:</b>	76 miles @ \$0.55/mile	<u>\$ 41.80</u>
<b><u>Total Due:</u></b>		<b>\$1,616.96</b>
Tax Exempt Sale		

*Thank you for the opportunity to be your Mechanical Solution*



Mechanical Solutions LLC  
2360 Windswept Court • Green Cove Springs, Florida 32043  
(904) 673-0016  
Email: [Info@MechanicalSolutionsLLC.net](mailto:Info@MechanicalSolutionsLLC.net)

June 1, 2021

Riverside Management Services  
9655 Florida Mining Boulevard, Bldg. 300  
Jacksonville, FL 32257

INVOICE NUMBER: 052102

Location of Service: Rolling Hills Community Center

Work Performed: Replace Compressor System 3, Circuit 2

**Quoted Compressor Replacement Job** \$ 2,900.00

**Total Due:** \$ 2,900.00

Tax Exempt Sale

6633 4600

*Thank you for the opportunity to be your Mechanical Solution*



**Riverside Management Services, Inc**  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 365  
Invoice Date: 7/1/2021  
Due Date: 7/1/2021  
Case:  
P.O. Number:

**Bill To:**

Rolling Hills CDD  
476 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Janitorial Services - July 2021 320.572.4610		1,070.00	1,070.00
Pool Maintenance Services - July 2021 330.572.4610		1,137.50	1,137.50
Contract Administration - July 2021 320.588.3400		1,793.75	1,793.75
Facility Management - Rolling Hills - July 2021 320.572.3400		4,684.17	4,684.17

60

**Total** \$8,685.42

**Payments/Credits** \$0.00

**Balance Due** \$8,685.42

7/1/21  
60



Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 366  
Invoice Date: 6/30/2021  
Due Date: 6/30/2021  
Case:  
P.O. Number:

Bill To:  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
June Summer Bash - 6/4/21 1-57200-330-49400 60		92.43	92.43

Total \$92.43

Payments/Credits \$0.00

Balance Due \$92.43

7/8/21  
CBA



# Rolling Hills

June Summer Bash

6/4/21

GL#(1-57200-330-49400)

	Actual
Total Expenses	\$492.43
District Checks	\$400.00
TOTAL EXPENSES DUE	\$92.43

Site	Actual
Set up and Site Management	
Site Staff	
Mileage	\$10.00
Totals	\$10.00

Food/Beverages/Supplies	Actual
coke/water	\$42.48
snacks	\$39.95
Totals	\$82.43

Entertainment/Arts & Crafts	Actual
Totals	\$0.00

DISTRICT CHECK	AMOUNT
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$400.00
Dylan Gerard Band	
Totals	\$400.00

Rnw



**Riverside Management Services, Inc**  
9656 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 387  
Invoice Date: 6/30/2021  
Due Date: 6/30/2021  
Case:  
P.O. Number:

**Bill To:**  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Lifeguard Services through June 2021  330.572.34200  60	293.74	16.00	4,699.84
<b>Total</b>			<b>\$4,699.84</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,699.84</b>

7/8/21  
Cek



**ROLLING HILLS CDD**  
**LIFEGUARD INVOICE DETAIL**

<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
293.74	Lifeguarding Services for ROLLING HILLS Covers JUNE 2021  LIFEGUARDS #330-572-34200	\$ 16.00	\$ 4,699.84
TOTAL DUE:			<u>\$ 4,699.84</u>



ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
LIFEGUARD & DECK MONITOR BILLABLE HOURS  
FOR THE MONTH OF JUNE 2021

Date	Hours	Employee	Description
6/1/21	3.06	J.F.	Lifeguarding
6/1/21	7.70	S.B.	Lifeguarding
6/1/21	8.60	D.D.	Lifeguarding
6/5/21	5.57	J.F.	Lifeguarding
6/5/21	5.73	S.B.	Lifeguarding
6/5/21	5.63	E.D.	Lifeguarding
6/6/21	6.67	J.F.	Lifeguarding
6/6/21	6.65	S.B.	Lifeguarding
6/7/21	3.83	D.S.	Lifeguarding
6/7/21	3.78	S.D.	Lifeguarding
6/7/21	4.13	D.B.	Lifeguarding
6/8/21	6.60	J.F.	Lifeguarding
6/8/21	6.60	D.D.	Lifeguarding
6/8/21	4.60	E.D.	Lifeguarding
6/9/21	4.02	D.S.	Lifeguarding
6/9/21	3.60	S.D.	Lifeguarding
6/9/21	4.10	D.B.	Lifeguarding
6/10/21	5.63	J.F.	Lifeguarding
6/10/21	5.63	S.B.	Lifeguarding
6/10/21	5.62	D.B.	Lifeguarding
6/11/21	6.47	J.F.	Lifeguarding
6/11/21	6.47	E.O.	Lifeguarding
6/12/21	4.05	J.F.	Lifeguarding
6/12/21	3.73	B.S.	Lifeguarding
6/13/21	4.08	J.F.	Lifeguarding
6/13/21	3.99	D.S.	Lifeguarding
6/13/21	4.00	R.C.	Lifeguarding
6/14/21	1.32	D.S.	Lifeguarding
6/14/21	1.07	D.B.	Lifeguarding
6/14/21	1.17	R.C.	Lifeguarding
6/15/21	4.92	J.F.	Lifeguarding
6/15/21	4.75	O.D.	Lifeguarding
6/15/21	3.50	E.D.	Lifeguarding
6/16/21	5.75	D.B.	Lifeguarding
6/16/21	5.73	S.D.	Lifeguarding
6/16/21	5.40	R.C.	Lifeguarding
6/17/21	6.73	J.F.	Lifeguarding
6/17/21	5.67	S.B.	Lifeguarding
6/17/21	6.72	D.D.	Lifeguarding
6/18/21	4.52	J.F.	Lifeguarding
6/18/21	4.52	E.D.	Lifeguarding
6/18/21	4.52	E.D.	Lifeguarding
6/19/21	6.88	J.F.	Lifeguarding
6/19/21	6.87	S.B.	Lifeguarding
6/19/21	5.65	D.B.	Lifeguarding
6/21/21	3.35	B.S.	Lifeguarding
6/21/21	3.10	D.B.	Lifeguarding
6/21/21	3.28	R.C.	Lifeguarding
6/22/21	1.43	S.B.	Lifeguarding
6/22/21	1.25	D.B.	Lifeguarding
6/22/21	0.75	E.D.	Lifeguarding
6/23/21	3.10	J.F.	Lifeguarding
6/23/21	2.97	A.S.	Lifeguarding
6/23/21	2.85	D.B.	Lifeguarding
6/24/21	2.25	J.F.	Lifeguarding
6/24/21	2.25	S.D.	Lifeguarding
6/24/21	2.10	D.B.	Lifeguarding
6/25/21	3.08	J.F.	Lifeguarding
6/25/21	3.10	E.D.	Lifeguarding
6/26/21	4.75	J.F.	Lifeguarding
6/26/21	3.82	S.B.	Lifeguarding
6/26/21	1.65	D.S.	Lifeguarding
6/28/21	1.57	D.B.	Lifeguarding
6/28/21	1.48	R.C.	Lifeguarding
6/29/21	7.12	S.B.	Lifeguarding
6/29/21	6.90	D.B.	Lifeguarding
6/30/21	2.25	J.F.	Lifeguarding
6/30/21	2.23	S.B.	Lifeguarding
6/30/21	2.25	D.B.	Lifeguarding

**GRAND TOTAL** 293.74

Lifeguarding 293.74  
Deck Monitor 0.00

Additional Attendant/Lifeguards  
GL Code: 330-S72-342



Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 368  
Invoice Date: 7/13/2021  
Due Date: 7/13/2021  
Case:  
P.O. Number:

Bill To:  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance June 1 - June 30, 2021		1,977.00	1,977.00
Maintenance Supplies		810.55	810.55
Facility Repairs & Maint. \$ 2,320. <sup>12</sup>			
1.330.57200.46000			
Repairs & Maint. Field \$ 400. <sup>62</sup>			
1.320.53800.46000			
Operating Supplies \$ 66. <sup>82</sup>			
1.320.57200.52000			
60			

Total \$2,787.64

Payments/Credits \$0.00

Balance Due \$2,787.64

7-16-21  
(Dr)



**ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF JUNE 2021**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
6/1/21	2	L.F.	Organized all pool furniture, removed debris from amenity center, common areas, pool, playground and roadways, changed trash receptacles, blew leaves and debris off pool deck
6/2/21	6	B.H.	Pressure washed canopies in pool area, changed trash receptacles, removed debris from amenity center, pool, common areas, playground and roadways
6/7/21	4	L.F.	Repaired tile on stairway, picked up supplies, finished changing lights in fitness center
6/8/21	8	L.F.	Repacked pavers on pool deck, repaired door handle in fitness center, inspected street signs, set up for CDD meeting, removed debris from amenity center, common areas, pool, playground and roadways, changed trash receptacles
6/9/21	5	B.H.	Removed debris from amenity center, pool, common areas, playground and roadways, changed trash receptacles, blew leaves and debris off amenity center, pool deck, playground, parking lot and common areas
6/10/21	4	L.F.	Paver repair on pool deck, repaired toilet in women's bathroom, inspected lights, removed debris throughout community
6/21/21	3	L.F.	Organized all pool furniture, removed debris from amenity center, common areas, pool, playground and roadways, changed trash receptacles, blew leaves and debris off pool deck
6/23/21	8	L.F.	Replaced light liner on tennis court, repaired and painted drywall in social room, inspected slide, canopy and playground for wasps, sprayed wasp killer on all wasp nests, removed debris from all bushes around pool, removed debris from amenity center, pool, common areas, playground and roadways, checked and changed all trash receptacles
6/24/21	4	L.F.	Picked up supplies, drywall repair in fitness center, painted drywall repair, removed debris from amenity center, pool, common areas, playground and roadways, checked and changed all trash receptacles
6/25/21	8	L.F.	Ground down sidewalks, blew leaves and debris off pool deck and walkways, straightened pool furniture, removed debris from amenity center, common areas, pool, playground and roadways, checked and changed all trash receptacles

**TOTAL**52**MILES**353

\*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445



**MAINTENANCE BILLABLE PURCHASES**

Period Ending 07/05/21

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
RH				
ROLLING HILLS				
	5/11/21	Swiffer Cleaner	10.03	F.O.
	5/11/21	Cleaner	2.20	F.O.
	5/11/21	Toilet Brush	10.21	F.O.
	5/11/21	Swiffer Pads	13.77	F.O.
	5/11/21	Wet Pads	10.32	F.O.
	5/11/21	Febreze (2)	10.25	F.O.
	5/11/21	Paper Towels	17.22	F.O.
	6/7/21	Tile Mortar	9.10	L.F.
	6/7/21	4" Scraper	10.84	L.F.
	6/7/21	Trowel	5.73	L.F.
	6/7/21	Wipes	8.85	F.O.
	6/7/21	Paper Towels	17.22	F.O.
	6/7/21	Cups	27.05	F.O.
	6/7/21	Febreze	7.98	F.O.
	6/8/21	Masks	9.17	F.O.
	6/8/21	Disinfectant Wipes	3.42	F.O.
	6/8/21	Water	32.15	F.O.
	6/9/21	Toilet Flush Kits (4)	165.39	T.C.
	6/9/21	Zip Timer	28.73	L.F.
	6/14/21	Ink	51.72	F.O.
	6/14/21	Copy Paper (2)	9.13	F.O.
	6/10/21	Pool Test Kit	14.94	T.C.
	6/20/21	Sam's Membership	25.65	F.O.
	6/22/21	Locksmith Repair	208.00	F.O.
	6/24/21	Short Cut Brush	8.75	L.F.
	6/24/21	Gidden Paint	13.20	L.F.
		<b>TOTAL</b>	<b>\$810.86</b>	





Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

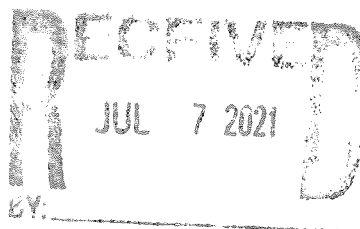
772/461-6120  
FAX: 772/468-9278

*ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL ROAD  
SUNRISE, FL 33321*

*Invoice No. 354708  
Date 06/28/2021  
Client No. 19678*

Services rendered in connection with the audit of the Basic Financial Statements  
as of and for the year ended September 30, 2020.

Total Invoice Amount \$ 3,800.00



Please enter client number on your check.  
Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA





**Black Creek Electrical Services Inc.**  
State Certified EC 13002742  
PO Box 186  
Middleburg, FL 32050

**Phone: (904) 291-7941**  
**Fax: (904) 291-7904**  
**Web: WWW.Blackcreekelectric.com**

**Invoice**  
**76821**  
**6/18/2021**

Printed 6/23/2021

**Bill To:**

Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Work: (904) 338-5723  
Phone 1: (904) 338-5723

**Terms**

Net 10

**Work Location:**

Primary  
Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Start Date: 6/17/2021 Repair EXIT button at the pool. Button is broken and will not activate gate

Date	Product/Service	Description	Price	Qty	Tax	Amount
6/18/2021	Msc.Matl - Misc. Materials	Seco Alarm Enforcer push to exit button, with built in time delay feature.	\$39.50	1.00	\$0.00	\$39.50
6/18/2021	Service Call	Service call, local service call area, includes the first half hour of labor	\$99.00	0.00	\$0.00	\$99.00
6/18/2021	Labor rate T&M - commercial/Industrial	Labor rate billed for misc. services, commercial and industrial work	\$125.00	1.00	\$0.00	\$125.00

Subtotal: \$263.50  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$263.50**

Arrive at site, found button damaged beyond repair, tried to replace button at pool gate with a button from another door to restore gate operation.  
Suggested button was not correct for that application. Ordered new button with time delay and returned to install. Checked gate for proper operation.  
Notified customer of findings so they could activate the external card reader and put gate in service.  
Work completed 6/18/21

Thank you for your business!

Thank You for your business. It has been a pleasure serving you!

All work performed comes with a 1 year warranty on parts and labor (3 years on panels). Warranty services are limited to during normal working hours only. All after hours calls are subject to additional charges. Customer provided parts and fixtures are not included in warranty provisions and are not covered.

Please Pay Promptly. Terms are due upon receipt unless noted otherwise. All balances not paid within 30 days are subject to a late fee which is 1.5% of the balance due per month until the balance is paid in full.

**Please Pay From This Invoice**





Black Creek Electrical Services Inc.  
State Certified EC 13002742  
PO Box 186  
Middleburg, FL 32050

Phone: (904) 291-7941  
Fax: (904) 291-7904  
Web: WWW. Blackcreekelectric.com

**Invoice**  
**76878**  
**7/28/2021**

Printed 7/29/2021

**Bill To:**

Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Work: (904) 338-5723  
Phone 1: (904) 338-5723

**Terms**

Net 10

**Work Location:**

Primary  
Riverside Management Services  
Attn: Freddie Oca  
3212 Bradley Creek Parkway  
Green Cove Springs, FL 32043

Start Date: 7/28/2021 Relamp several lights

Date	Product/Service	Description	Price	Qty	Tax	Amount
7/28/2021	Msc.Matl - Misc. Materials	1000 W Ballast	\$150.30	1.00	\$0.00	\$150.30
7/28/2021	Msc.Matl - Misc. Materials	1000 W Lamps	\$36.48	2.00	\$0.00	\$72.96
7/28/2021	Labor rate T&M - commercial/ Industrial	Labor rate billed for misc. services, commercial and industrial work	\$125.00	4.25	\$0.00	\$531.25

Subtotal: \$754.51  
Tax: \$0.00  
Paid: \$0.00  
**Total: \$754.51**

Provided lift, labor and materials to troubleshoot and repair street lights that were out. Replaced one 1000 Watt ballast and two 1000 Watt lamps as per customer.

Thank you for your business!

Thank You for your business. It has been a pleasure serving you!

All work performed comes with a 1 year warranty on parts and labor (3 years on panels). Warranty services are limited to during normal working hours only. All after hours calls are subject to additional charges. Customer provided parts and fixtures are not included in warranty provisions and are not covered.

Please Pay Promptly. Terms are due upon receipt unless noted otherwise. All balances not paid within 30 days are subject to a late fee which is 1.5% of the balance due per month until the balance is paid in full.

Please Pay From This Invoice



# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address		Jul-21
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$	131.39
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$	171.08
00253042	3212-3 Bradley Creek Pkwy - Irr	\$	709.36
00256584	3215-2 Bradley Creek Pkwy - Irr	\$	131.39
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$	304.61
		\$	<u>1,447.83</u>

#### Vendor #16

001.320.53800.43100	\$	1,143.22
001.330.57200.43100	\$	<u>304.61</u>
	\$	<u>1,447.83</u>



# Rolling Hills

## Utility Schedule

### Clay County Utility Authority

Account #	Service Address		Jul-21
00244868	3212-1 Bradley Creek Pkwy - Rclm	\$	131.39
00244869	3212-2 Bradley Creek Pkwy - Rclm	\$	171.08
00253042	3212-3 Bradley Creek Pkwy - Irr	\$	709.36
00256584	3215-2 Bradley Creek Pkwy - Irr	\$	131.39
00260347	3212-4 Bradley Creek Pkwy -Residents Club	\$	304.61
		\$	<u>1,447.83</u>

Vendor #16	
001.320.53800.43100	\$ 1,143.22
001.330.57200.43100	\$ 304.61
	\$ <u>1,447.83</u>





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 08/05/2021

Customer #: 00244868

Service Address: 3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020732

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	08/05/21 to 09/10/21					\$0.00
Consumption Charges	Tier 1	0.0	X	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	X	0.00	\$0.00	
	Tier 3	0.0	X	0.00	\$0.00	
	Tier 4	0.0	X	0.00	\$0.00	

Alternative Water Supply Surcharge	\$0.00
------------------------------------	--------

**Sewer**

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 X 0.00 \$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272411	2	08/02/21	28	73914	73914	0
Base Charges (Prepaid)						\$131.39
Consumption Charges	Tier 1	0.0	X	0.81	\$0.00	
Proration Factor: 0.9333	Tier 2	0.0	X	1.59	\$0.00	
	Tier 3	0.0	X	2.40	\$0.00	

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$131.39
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$131.39</b>

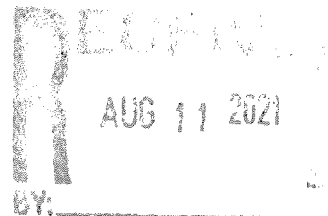
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 7, 2021, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Did you know about half of the water many Floridians use each day is sprinkled on their lawns? Take control of your water use. Find out what grows best in your yard.

Visit the Waterwise Plant Database at [sjrwmd.com/waterwise/search.jsp](http://sjrwmd.com/waterwise/search.jsp)

Please pay \$131.39 by 8/26/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$131.39 was posted to your account on 07/16/2021.



Please return this portion with payment

**Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	08/05/21
Current Charges	\$131.39
<b>Current Charges Past Due After</b>	<b>08/26/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$131.39

ROLLING HILLS CDD

Customer #:00244868

3212 -1 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020732

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0805A  
2000000975 58/1



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385N NOB HILL ROAD  
SUNRISE FL 33351-4761





**ABOUT THIS BILL:**

When returning your payment by mail, please return the lower portion with your remittance. Include your customer number on your check or other correspondence. Do not mail cash. When paying your bill in person, please bring the entire bill with you. The upper portion will be stamped "paid" to serve as your receipt.

**ABOUT DEPOSITS:**

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on file will receive interest credits on the bill received after their 12 month anniversary date and each year thereafter during that same period.

**COLLECTIONS:**

Payments are due upon receipt. Any previous balance beyond the due date for that billing period is past due and subject to disconnection. Customers may be charged a late charge for past due payments.

**SERVICE CHARGE:**

A charge for additional services related to your account such as initial connection of service, reconnection after failure to pay, premise visit, after hours premise visit, return check charge, violation of reconnection, etc. may apply.

**TAX:**

Some municipalities levy a tax on services you use. It is collected by your utility and remitted to the municipality.

**ABOUT EMPLOYEES:**

Company policy prohibits field personnel from collecting cash. All field employees are in company uniform and carry identification cards.

If your service is interrupted, please call the telephone number listed on the front of your bill. Please remember that during severe weather service interruption may be widespread, thus delaying the repair of service.

**ACCOUNT INFORMATION CHANGES:**

Please note we cannot change the name or mailing address on this account without proper documentation. If the actual name or mailing address on your account is incorrect, please visit us on the web at [www.clayutility.org](http://www.clayutility.org). If you do not have web access, you may call our toll free number at 1-877-476-CCUA. Having the correct billing (mailing) address on your account will help ensure proper delivery of your bill. CCUA will not be responsible for returned mail or disconnection of service due to non-payment of your account should you not receive a bill. If there is a discrepancy in your service address, CCUA billing staff will have to verify your correct address with the County before any change is made.

**Consumer Confidence reports are available at our office and website**

<https://www.clayutility.org/ccr>

**Please include any mailing address changes on a separate enclosure and return with your bill stub and payment or visit us at [www.clayutility.org](http://www.clayutility.org).**

**All payments are automatically processed.  
Noting changes on this bill stub will not ensure proper changes are made to your account.**





3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 08/05/2021

Customer #: 00244869

Service Address: 3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020734

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	08/05/21 to 09/10/21					\$0.00
Consumption Charges	Tier 1	0.0	X	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	X	0.00	\$0.00	
	Tier 3	0.0	X	0.00	\$0.00	
	Tier 4	0.0	X	0.00	\$0.00	

Alternative Water Supply Surcharge	\$0.00
------------------------------------	--------

**Sewer**

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	X	0.00	\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68272412	2	08/02/21	28	67938	67987	49
Base Charges (Prepaid)						\$131.39
Consumption Charges	Tier 1	49.0	X	0.81	\$39.69	
Proration Factor: 0.9333	Tier 2	0.0	X	1.59	\$0.00	
	Tier 3	0.0	X	2.40	\$0.00	

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$171.08
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$171.08</b>

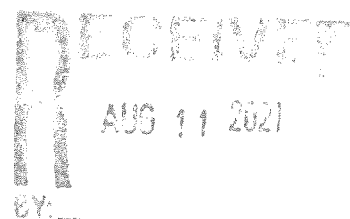
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Visit the Waterwise Plant Database at [sjrwmd.com/waterwise/search.jsp](http://sjrwmd.com/waterwise/search.jsp)

Please pay \$171.08 by 8/26/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$608.06 was posted to your account on 07/16/2021.



Please return this portion with payment

**Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	08/05/21
Current Charges	\$171.08
<b>Current Charges Past Due After</b>	<b>08/26/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$171.08

ROLLING HILLS CDD

Customer #:00244869

3212 -2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020734

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0805A  
2000000976 58/2

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385 N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



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**COLLECTIONS:**

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**SERVICE CHARGE:**

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3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 08/05/2021

Customer #: 00253042

Service Address: 3212-3 Bradley Creek Pkwy Irrigation

Route #: MC13020736

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

69667781	2	08/02/21	28	30695	30922	227
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Base Charges (Prepaid)	08/05/21 to 09/10/21					\$87.01
Consumption Charges	Tier 1	74.7	X	1.50	\$112.05	
Proration Factor: 0.9333	Tier 2	112.0	X	3.10	\$347.20	
	Tier 3	40.3	X	4.02	\$162.01	
	Tier 4	0.0	X	5.16	\$0.00	

Alternative Water Supply Surcharge	\$1.09
------------------------------------	--------

**Sewer**

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	X	0.00	\$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	X	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	X	0.00	\$0.00	
	Tier 3	0.0	X	0.00	\$0.00	

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$709.36
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$709.36</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 7, 2021, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

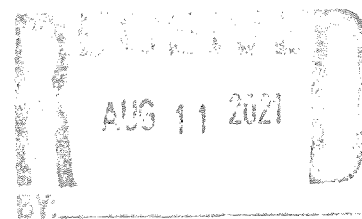
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Please pay \$709.36 by 8/26/2021 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$1065.04 was posted to your account on 07/16/2021.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/LAG.pdf](http://www.clayutility.org/ccr/LAG.pdf)



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**Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	08/05/21
Current Charges	\$709.36
<b>Current Charges Past Due After</b>	<b>08/26/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$709.36

ROLLING HILLS CDD

Customer #:00253042

3212-3 Bradley Creek Pkwy Irrigation

Route #:MC13020736

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0805A  
2000000977 58/3

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



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 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 08/05/2021

Customer #: 00256584

Service Address: 3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #: MC13020730

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	08/05/21 to 09/10/21					\$0.00
Consumption Charges	Tier 1	0.0	X	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	X	0.00	\$0.00	
	Tier 3	0.0	X	0.00	\$0.00	
	Tier 4	0.0	X	0.00	\$0.00	

Alternative Water Supply Surcharge	\$0.00
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**Sewer**

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 X 0.00 \$0.00

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58730024	2	08/02/21	28	19382	19382	0
Base Charges (Prepaid)						\$131.39
Consumption Charges	Tier 1	0.0	X	0.81	\$0.00	
Proration Factor: 0.9333	Tier 2	0.0	X	1.59	\$0.00	
	Tier 3	0.0	X	2.40	\$0.00	

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$131.39
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$131.39</b>

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Your last payment of \$133.82 was posted to your account on 07/16/2021.

272  
AUG 11 2021  
BY

Please return this portion with payment

**Bill Summary**

Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

Bill Date	08/05/21
Current Charges	\$131.39
<b>Current Charges Past Due After</b>	<b>08/26/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$131.39

ROLLING HILLS CDD

Customer #:00256584

3215-2 Bradley Creek Pkwy Reclaimed Irrigation

Route #:MC13020730

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0805A  
 2000000978 58/4

ROLLING HILLS CDD  
 C/O GMS-SF, LLC  
 5385N NOB HILL ROAD  
 SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



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Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: ROLLING HILLS CDD

Bill Date: 08/05/2021

Customer #: 00260347

Service Address: 3212-4 Bradley Creek Pkwy Resident's Club

Route #: MC13020738

**Water**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003704	2	08/02/21	28	75	78	3

Base Charges (Prepaid)	08/05/21 to 09/10/21					\$87.01
Consumption Charges	Tier 1	3.0	X	2.01		\$6.03
Proration Factor: 0.9333	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00
	Tier 4	0.0	X	0.00		\$0.00

Alternative Water Supply Surcharge \$1.09

**Sewer**

Base Charges (Prepaid)						\$197.04
Consumption Charges		3.0	X	4.48		\$13.44

**Reuse**

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	X	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	X	0.00		\$0.00
	Tier 3	0.0	X	0.00		\$0.00

**Other Charges**

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$304.61
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$304.61</b>

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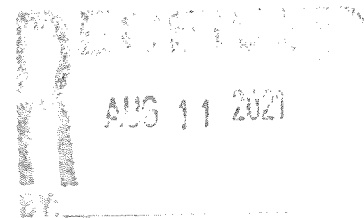
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**Bill Summary**

Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	08/05/21
Current Charges	\$304.61
<b>Current Charges Past Due After</b>	<b>08/26/21</b>
Lend A Helping Hand ( If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
Total Amount Due	\$304.61

ROLLING HILLS CDD

Customer #:00260347

3212-4 Bradley Creek Pkwy Resident's Club

Route #:MC13020738

Route Group:20

**ADDRESSEE:****MAIL PAYMENT TO:**

AYC0805A  
2000000979 58/5

ROLLING HILLS CDD  
C/O GMS-SF, LLC  
5385 N NOB HILL ROAD  
SUNRISE FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



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# Rolling Hills

## Utility Schedule

### Clay Electric Cooperative

Account #	Service Address	Jul-21
7182249	2404 Rolling View Blvd #1	\$ -
7751951	3212 Bradley Creek Pkwy - Amenity Ctr	\$ 3,629.00
7755259	3236 Bradley Creek Pwky - #1	\$ 31.00
7755275	3314 Ridgeview Dr #1	\$ 29.00
7755283	2448 Rolling View Blvd	\$ 108.00
		<b>\$ 3,797.00</b>

Vendor #27	
001.320.53800.43000	\$ 168.00
001.330.57200.43000	<u>\$ 3,629.00</u>
	<b>\$ 3,797.00</b>



# Rolling Hills

## Utility Schedule

### Clay Electric Cooperative

Account #	Service Address	Jul-21
7182249	2404 Rolling View Blvd #1	\$ -
7751951	3212 Bradley Creek Pkwy - Amenity Ctr	\$ 3,629.00
7755259	3236 Bradley Creek Pwky - #1	\$ 31.00
7755275	3314 Ridgeview Dr #1	\$ 29.00
7755283	2448 Rolling View Blvd	\$ 108.00
		<b>\$ 3,797.00</b>

Vendor #27	
001.320.53800.43000	\$ 168.00
001.330.57200.43000	\$ 3,629.00
	<b>\$ 3,797.00</b>





**Clay Electric Cooperative, Inc.**

A Touchstone Energy® Cooperative

Visit us online at [ClayElectric.com](http://ClayElectric.com)  
Toll Free: (800)-224-4917

## Important Messages

What temperature do you set your thermostat at during the hot summer months? We recommend the Energy Star standard of 78 degrees. For every degree below 78, it can add 4 percent onto your electric bill. For more energy saving tips, visit [www.ClayElectric.com](http://www.ClayElectric.com). View your energy use with MyClayElectric.



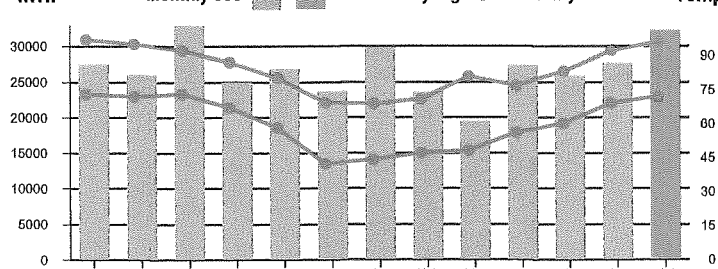
Member Name **ROLLING HILLS CDD**  
Account # **7751951**  
Trustee District: **06**  
Statement Date: **07/28/2021**  
Current Bill Due Date: **08/18/2021**

Previous Balance \$6,453.10  
Payment Received 06/28/21 -\$3,082.00  
Payment Received 07/28/21 -\$3,539.66  
Late Charge \$168.56  
Current Charges Due 08/18/21 **\$3,629.00**

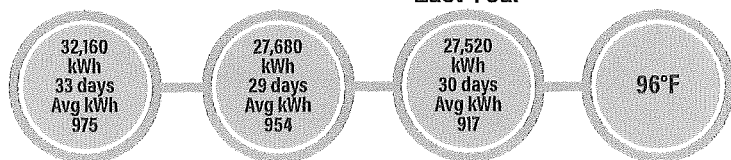
Service Address: 3212 BRADLEY CREEK PKWY AMENITY CENTER

Rate Schedule Description	Meter No.	Reading Dates		Readings		Multiplier	kWh Usage
		From	To	Previous	Present		
GENERAL SERVICE DEMAND	152192920	06/23/21	07/26/21	8192	8594	80	32,160

kWh Monthly Use Monthly High Monthly Low Temp

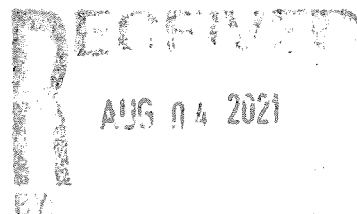


This Month Last Month This Month Last Year Avg Daily High



## Current Service Detail

Access Charge		\$80.00
Energy Charge	32,160 kWh @ 0.0600	\$1,929.60
Power Cost Adjustment	32,160 kWh @ 0.0164	\$527.42
Demand Charge	84.800 KW @ 4.3500	\$368.88
Indlv. Outdoor Light-Large (Qty: 7)		\$72.45
Indlv. Outdoor Light-Small (Qty: 15)		\$106.50
Individual Pole Charge (Qty: 22)		\$77.00
Light PCA		\$13.82
FLA Gross Receipts Tax		\$81.39
Florida State Sales Tax		\$221.02
Florida State Sales Tax (6%)		\$4.62
Clay County Sales Tax		\$48.86
Clay Co Public Ser Utility Tax		\$96.54
Operation Round Up		\$0.90
<b>Total Current Charges for this Location</b>		<b>\$3,629.00</b>



Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

KEEP  
SEND



**Clay Electric Cooperative, Inc.**

A Touchstone Energy® Cooperative

PO Box 308  
Keystone Heights, FL 32656-0308

**PAY YOUR BILL 24/7**

ONLINE: Check or credit/debit card at [ClayElectric.com](http://ClayElectric.com) or download the mobile app.



7256 2 MB 0.450  
ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE FL 33351-4761

5 7256  
C-27

Account Number	7751951
Current Charges Due 08/18/21	\$3,629.00
Total Amount Due	\$3,629.00

Checks must be in U.S. funds and drawn on a U.S. bank.



**CLAY ELECTRIC COOPERATIVE**  
PO BOX 308  
KEYSTONE HEIGHTS, FL 32656-0308

18



07751951 0003629003





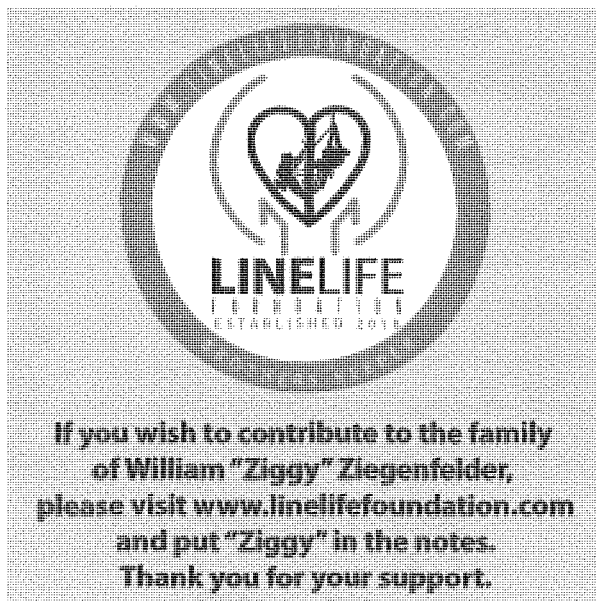
CONTACT US  
Phone: 800-224-4917  
Web: ClayElectric.com  
Mailing: PO Box 308  
Keystone Heights, FL 32656

#### POWER OUTAGES:

Steps to follow:

- ▶ Check your fuses and breakers to ensure the problem is not within your electrical system.
- ▶ If the outage is not within your system, report it by calling 888-434-9844
- ▶ Always stay away from downed power lines.

DOWNLOAD OUR APP:



#### DEFINITIONS:

**Access Charge:** The Access Charge recovers some of the fixed costs that come directly from serving an individual member, regardless of how much electricity is used. These costs include the cost of the meter, wire and other equipment used to deliver electricity to the home or business, as well as meter reading technology and billing expenses. All utilities have some type of an access charge.

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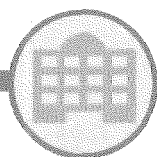
**Auto Pay**  
Free recurring payments from checking/savings or from a credit/debit card. Enroll at ClayElectric.com.



**By Phone**  
Free with checking/savings account, or credit/debit card. Call (844) 936-2704.



**Online**  
Free with checking/savings account, or credit/debit card. Visit ClayElectric.com.



**Pay Stations**  
\$1.50 service fee\*\* cash payments only. Visit ClayElectric.com for a list of authorized pay stations.



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Visit us online at [ClayElectric.com](http://ClayElectric.com)  
Toll Free: (800)-224-4917

Member Name

ROLLING HILLS CDD

Account #

7755259

Trustee District:

06

Statement Date:

07/28/2021

Current Bill Due Date:

08/18/2021

## Important Messages

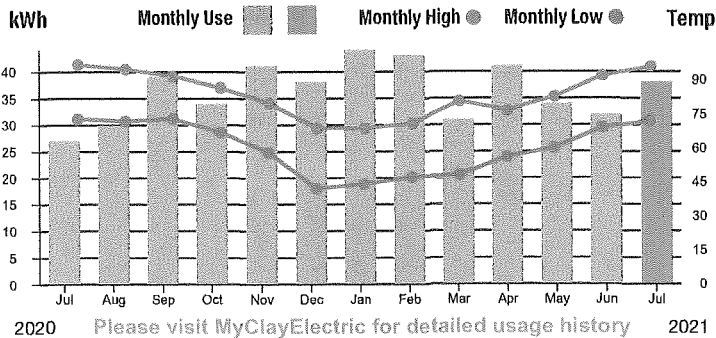
What temperature do you set your thermostat at during the hot summer months? We recommend the Energy Star standard of 78 degrees. For every degree below 78, it can add 4 percent onto your electric bill. For more energy saving tips, visit [www.ClayElectric.com](http://www.ClayElectric.com). View your energy use with MyClayElectric.



Previous Balance	\$67.00
Payment Received 06/28/21	-\$31.00
Payment Received 07/28/21	-\$41.00
Late Charge	\$5.00
<b>Current Charges Due 08/18/21</b>	<b>\$31.00</b>

Service Address: # 1 - 3236 BRADLEY CREEK PKWY

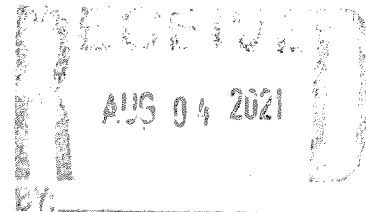
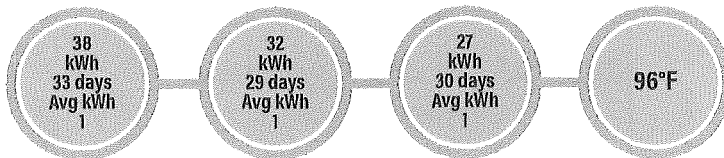
Rate Schedule Description	Meter No.	Reading Dates		Readings		Multiplier	kWh Usage
		From	To	Previous	Present		
GENERAL SERVICE-NON DEMAND	151839087	06/23/21	07/26/21	768	806	1	38



## Current Service Detail

Access Charge		\$23.00
Energy Charge	38 kWh @ 0.0813	\$3.09
Power Cost Adjustment	38 kWh @ 0.0164	\$0.62
FLA Gross Receipts Tax		\$0.69
Florida State Sales Tax		\$1.90
Clay County Sales Tax		\$0.41
Clay Co Public Ser Utility Tax		\$1.03
Operation Round Up		\$0.26
<b>Total Current Charges for this Location</b>		<b>\$31.00</b>

**This Month** **Last Month** **This Month Last Year** **Avg Daily High**



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SEND**

Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.



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Keystone Heights, FL 32656-0308

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**ONLINE:** Check or credit/debit card at [ClayElectric.com](http://ClayElectric.com) or download the mobile app.



ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE FL 33351-0000

Account Number	7755259
Current Charges Due 08/18/21	\$31.00
Total Amount Due	\$31.00

Checks must be in U.S. funds and drawn on a U.S. bank.



**CLAY ELECTRIC COOPERATIVE**  
**PO BOX 308**  
**KEYSTONE HEIGHTS, FL 32656-0308**

18




07755259

0000031005





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#### CONTACT US

Phone: 800-224-4917

Web: [ClayElectric.com](http://ClayElectric.com)

Mailing: PO Box 308

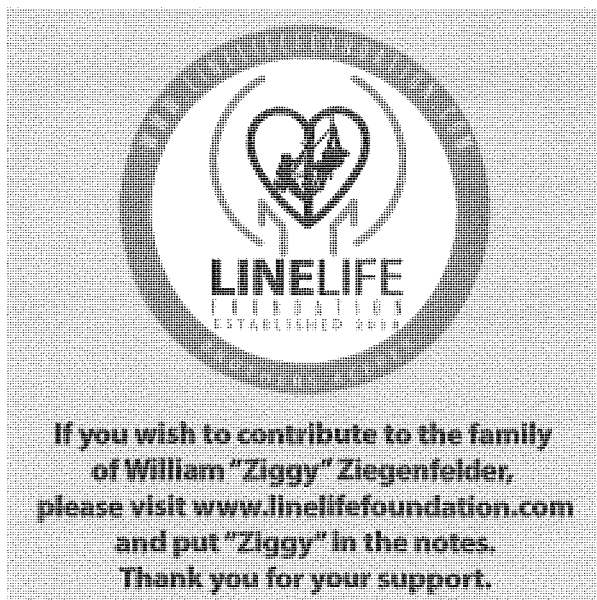
Keystone Heights, FL 32656

#### POWER OUTAGES:

Steps to follow:

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#### DOWNLOAD OUR APP:

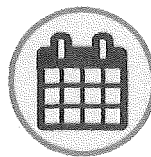


#### DEFINITIONS:

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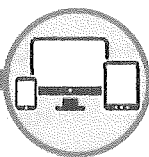
##### Auto Pay

Free recurring payments from checking/savings or from a credit/debit card. Enroll at [ClayElectric.com](http://ClayElectric.com).



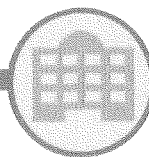
##### By Phone

Free with checking/savings account, or credit/debit card. Call (844) 936-2704.



##### Online

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##### Pay Stations

\$1.50 service fee\*\* cash payments only. Visit [ClayElectric.com](http://ClayElectric.com) for a list of authorized pay stations.



##### Mail

Mail check or money order to: Clay Electric Cooperative P.O. Box 308 Keystone Heights, FL 32656





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Visit us online at [ClayElectric.com](http://ClayElectric.com)  
Toll Free: (800)-224-4917

## Important Messages

What temperature do you set your thermostat at during the hot summer months? We recommend the Energy Star standard of 78 degrees. For every degree below 78, it can add 4 percent onto your electric bill. For more energy saving tips, visit [www.ClayElectric.com](http://www.ClayElectric.com). View your energy use with MyClayElectric.

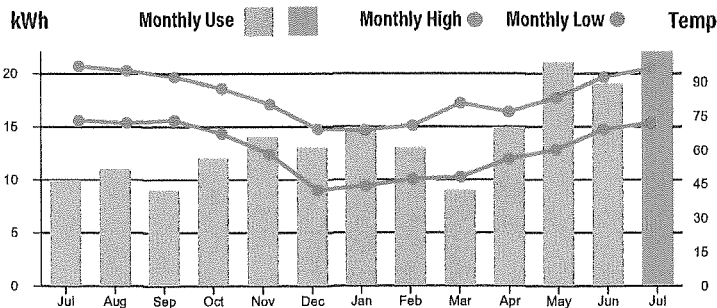


Member Name **ROLLING HILLS CDD**  
Account # **7755275**  
Trustee District: **06**  
Statement Date: **07/28/2021**  
Current Bill Due Date: **08/18/2021**

Previous Balance	\$63.00
Payment Received 06/28/21	-\$29.00
Payment Received 07/28/21	-\$39.00
Late Charge	\$5.00
<b>Current Charges Due 08/18/21</b>	<b>\$29.00</b>

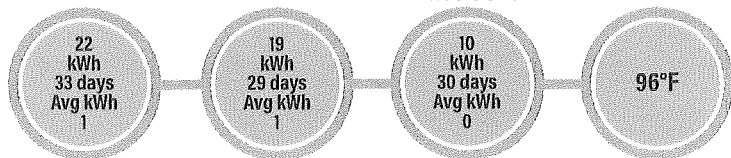
Service Address: # 1 - 3314 RIDGEVIEW DR

Rate Schedule Description	Meter No.	Reading Dates		Readings		Multiplier	kWh Usage
		From	To	Previous	Present		
GENERAL SERVICE-NON DEMAND	152012414	06/23/21	07/26/21	352	374	1	22



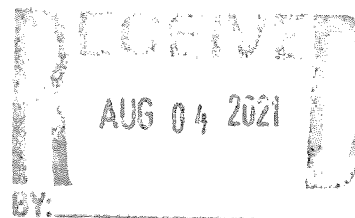
2020 Please visit MyClayElectric for detailed usage history 2021

This Month Last Month This Month Last Year Avg Daily High



## Current Service Detail

Access Charge		\$23.00
Energy Charge	22 kWh @ 0.0813	\$1.79
Power Cost Adjustment	22 kWh @ 0.0164	\$0.36
FLA Gross Receipts Tax		\$0.65
Florida State Sales Tax		\$1.79
Clay County Sales Tax		\$0.39
Clay Co Public Ser Utility Tax		\$0.99
Operation Round Up		\$0.03
<b>Total Current Charges for this Location</b>		<b>\$29.00</b>



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ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE FL 33351-0000

Account Number	7755275
Current Charges Due 08/18/21	\$29.00
<b>Total Amount Due</b>	<b>\$29.00</b>

Checks must be in U.S. funds and drawn on a U.S. bank.



CLAY ELECTRIC COOPERATIVE  
PO BOX 308  
KEYSTONE HEIGHTS, FL 32656-0308

18



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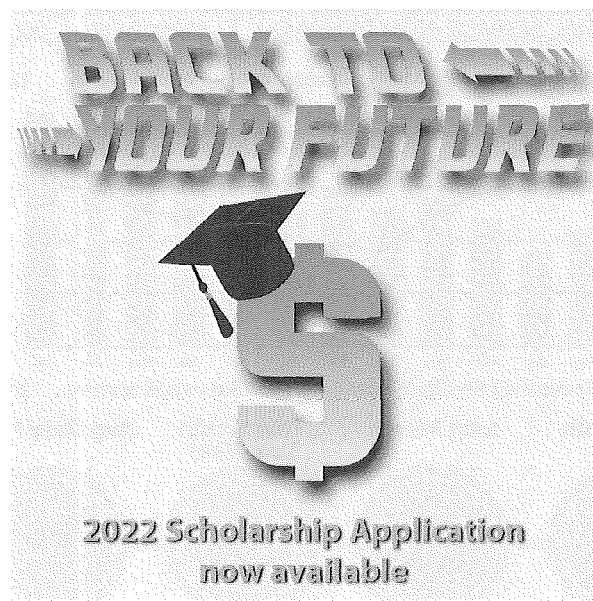
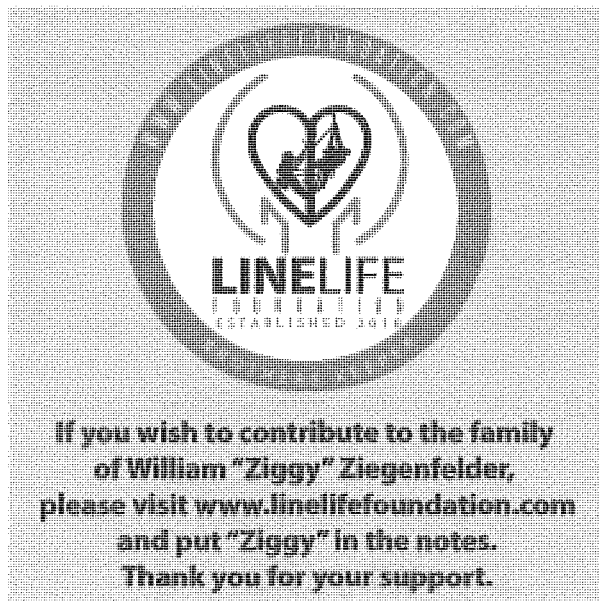


## POWER OUTAGES:

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- ▶ Check your fuses and breakers to ensure the problem is not within your electrical system.
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- ▶ Always stay away from downed power lines.

**DOWNLOAD OUR APP:**

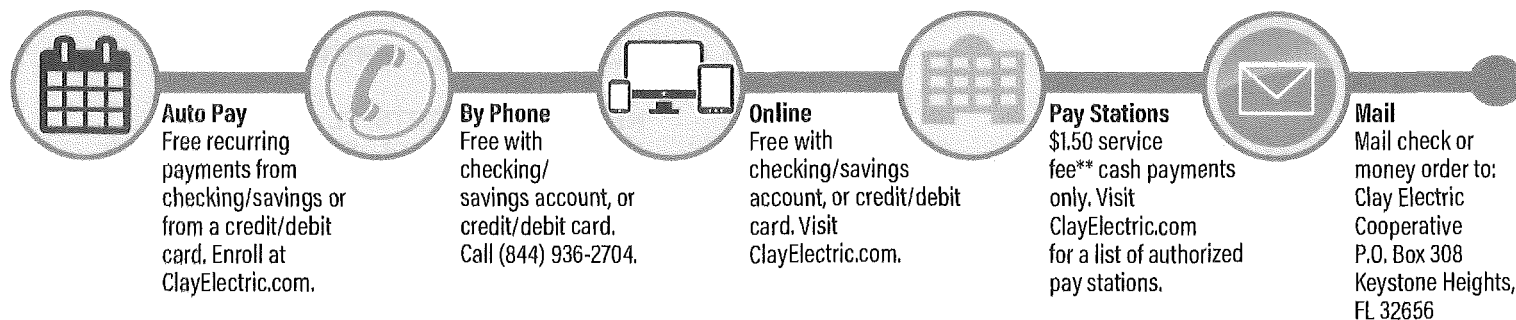


## DEFINITIONS:

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**Operation Round Up:** Operation Round Up is a program to generate and collect voluntary donations that are used to benefit organizations in Clay Electric's service area for the purpose of improving the quality of life of our members and their communities.







**Clay Electric Cooperative, Inc.**

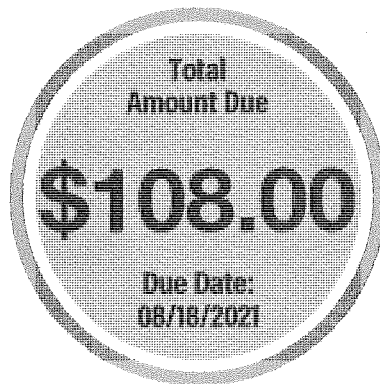
A Touchstone Energy® Cooperative

Visit us online at [ClayElectric.com](http://ClayElectric.com)  
Toll Free: (800)-224-4917

Member Name **ROLLING HILLS CDD**  
Account # **7755283**  
Trustee District: **06**  
Statement Date: **07/28/2021**  
Current Bill Due Date: **08/18/2021**

### Important Messages

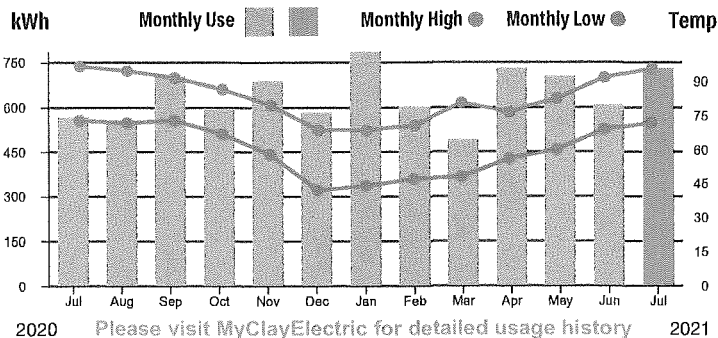
What temperature do you set your thermostat at during the hot summer months? We recommend the Energy Star standard of 78 degrees. For every degree below 78, it can add 4 percent onto your electric bill. For more energy saving tips, visit [www.ClayElectric.com](http://www.ClayElectric.com). View your energy use with MyClayElectric.



Previous Balance \$205.25  
Payment Received 06/28/21 -\$105.00  
Payment Received 07/28/21 -\$105.26  
Late Charge \$5.01  
**Current Charges Due 08/18/21 \$108.00**

Service Address: 2448 ROLLING VIEW BLVD

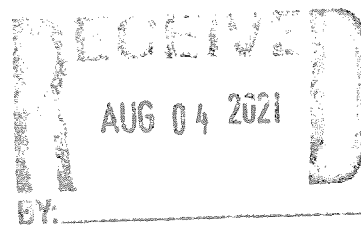
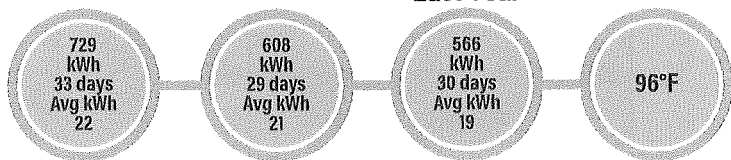
Rate Schedule Description	Meter No.	Reading Dates		Readings		Multiplier	kWh Usage
		From	To	Previous	Present		
GENERAL SERVICE-NON DEMAND	151840032	06/23/21	07/26/21	16295	17024	1	729



### Current Service Detail

Access Charge		\$23.00
Energy Charge	729 kWh @ 0.0813	\$59.27
Power Cost Adjustment	729 kWh @ 0.0164	\$11.96
FLA Gross Receipts Tax		\$2.42
Florida State Sales Tax		\$6.72
Clay County Sales Tax		\$1.45
Clay Co Public Ser Utility Tax		\$3.08
Operation Round Up		\$0.10
<b>Total Current Charges for this Location</b>		<b>\$108.00</b>

**This Month** **Last Month** **This Month Last Year** **Avg Daily High**



**KEEP SEND** Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.



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ROLLING HILLS CDD  
5385 N NOB HILL RD  
SUNRISE FL 33351-0000

Account Number	7755283
Current Charges Due 08/18/21	\$108.00
<b>Total Amount Due</b>	<b>\$108.00</b>

Checks must be in U.S. funds and drawn on a U.S. bank.



**CLAY ELECTRIC COOPERATIVE**  
**PO BOX 308**  
**KEYSTONE HEIGHTS, FL 32656-0308**

18



07755283

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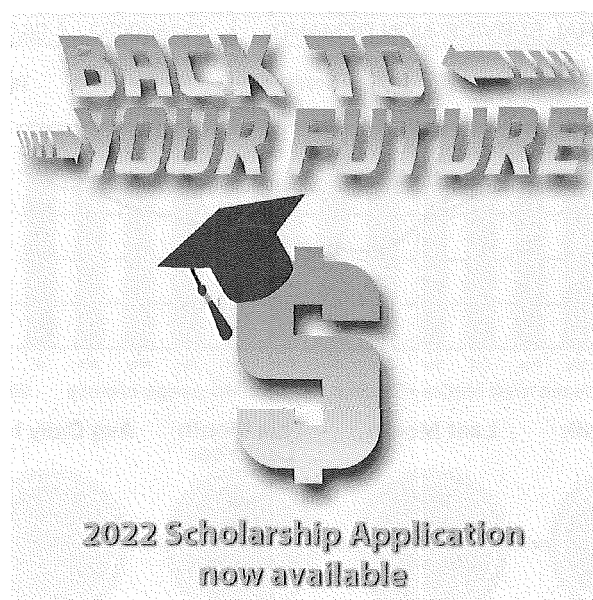
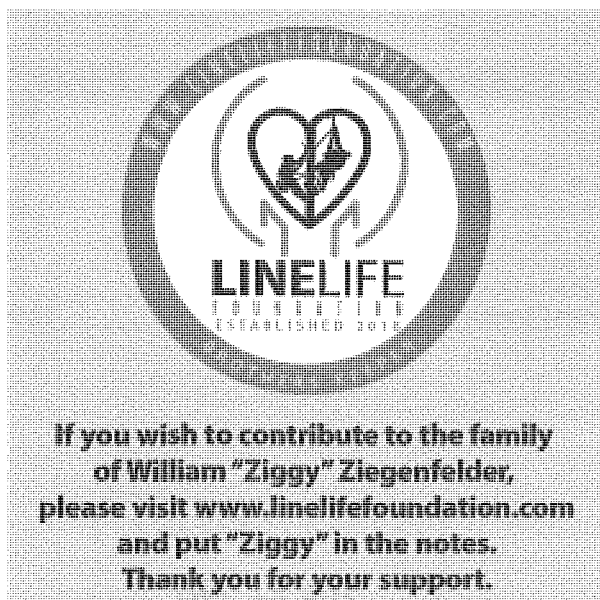
CONTACT US  
Phone: 800-224-4917  
Web: ClayElectric.com  
Mailing: PO Box 308  
Keystone Heights, FL 32656

## POWER OUTAGES:

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- ▶ Always stay away from downed power lines.

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## DEFINITIONS:

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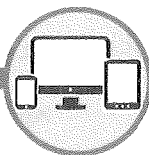
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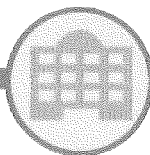
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Free recurring payments from checking/savings or from a credit/debit card. Enroll at ClayElectric.com.



**By Phone**  
Free with checking/savings account, or credit/debit card. Call (844) 936-2704.



**Online**  
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**Pay Stations**  
\$1.50 service fee\*\* cash payments only. Visit ClayElectric.com for a list of authorized pay stations.



**Mail**  
Mail check or money order to: Clay Electric Cooperative P.O. Box 308 Keystone Heights, FL 32656





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Visit us online at [ClayElectric.com](http://ClayElectric.com)  
Toll Free: (800)-224-4917

Member Name **ROLLING HILLS VENTURE**

LLC

Account # **7182249**

Trustee District: **06**

Statement Date: **07/28/2021**

Current Bill Due Date: **08/18/2021**

Previous Balance **-\$1,363.59**

No Payment Received **\$0.00**

Balance Forward **-\$1,363.59**

Current Charges Due 08/18/21 **\$40.00**

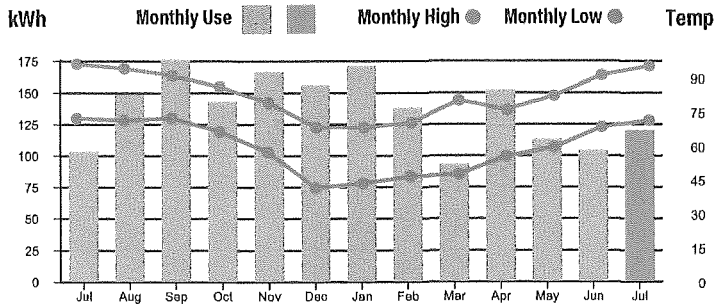
## Important Messages

What temperature do you set your thermostat at during the hot summer months? We recommend the Energy Star standard of 78 degrees. For every degree below 78, it can add 4 percent onto your electric bill. For more energy saving tips, visit [www.ClayElectric.com](http://www.ClayElectric.com). View your energy use with MyClayElectric.



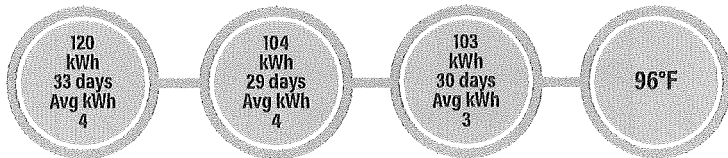
Service Address: # 1 - 2404 ROLLING VIEW BLVD

Rate Schedule Description	Meter No.	Reading Dates From	To	Readings Previous	Present	Multiplier	kWh Usage
GENERAL SERVICE-NON DEMAND	151840010	06/23/21	07/26/21	3924	4044	1	120



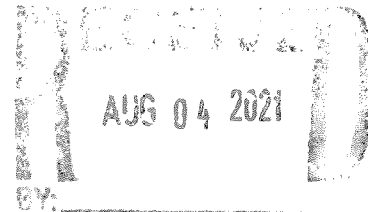
Please visit [MyClayElectric](http://MyClayElectric.com) for detailed usage history

**This Month** **Last Month** **This Month Last Year** **Avg Daily High**



## Current Service Detail

Access Charge		\$23.00
Energy Charge	120 kWh @ 0.0813	\$9.76
Power Cost Adjustment	120 kWh @ 0.0164	\$1.97
FLA Gross Receipts Tax		\$0.89
Florida State Sales Tax		\$2.48
Clay County Sales Tax		\$0.53
Clay Co Public Ser Utility Tax		\$1.28
Operation Round Up		\$0.09
<b>Total Current Charges for this Location</b>		<b>\$40.00</b>



**KEEP SEND**

Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.



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Keystone Heights, FL 32656-0308

**PAY YOUR BILL 24/7**

**ONLINE:** Check or credit/debit card at [ClayElectric.com](http://ClayElectric.com) or download the mobile app.



7255 1 MB 0.450  
ROLLING HILLS VENTURE LLC  
5385 N NOB HILL RD  
SUNRISE FL 33351-4761

5 7255  
C-27

Account Number **7182249**

Credit Balance Do Not Pay **-\$1,323.59**

Checks must be in U.S. funds and drawn on a U.S. bank.

**CLAY ELECTRIC COOPERATIVE**

**PO BOX 308**

**KEYSTONE HEIGHTS, FL 32656-0308**

18




07182249

0000000000





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#### CONTACT US

Phone: 800-224-4917

Web: ClayElectric.com

Mailing: PO Box 308

Keystone Heights, FL 32656

#### POWER OUTAGES:

Steps to follow:

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- ▶ If the outage is not within your system, report it by calling 888-434-9844
- ▶ Always stay away from downed power lines.

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If you wish to contribute to the family of William "Ziggy" Ziegenfelder, please visit [www.linelifefoundation.com](http://www.linelifefoundation.com) and put "Ziggy" in the notes. Thank you for your support.



#### DEFINITIONS:

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**Power Cost Adjustment:** The Power Cost Adjustment reflects the increases/decreases in the co-op's cost of power purchased wholesale from Seminole Electric Cooperative. The fluctuation in the Power Cost Adjustment is largely caused by changes in the cost of fuel for generation.

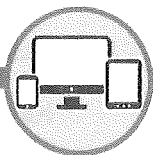
**Operation Round Up:** Operation Round Up is a program to generate and collect voluntary donations that are used to benefit organizations in Clay Electric's service area for the purpose of improving the quality of life of our members and their communities.



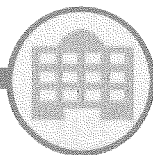
**Auto Pay**  
Free recurring payments from checking/savings or from a credit/debit card. Enroll at ClayElectric.com.



**By Phone**  
Free with checking/savings account, or credit/debit card. Call (844) 936-2704.



**Online**  
Free with checking/savings account, or credit/debit card. Visit ClayElectric.com.



**Pay Stations**  
\$1.50 service fee\*\* cash payments only. Visit ClayElectric.com for a list of authorized pay stations.



**Mail**  
Mail check or money order to: Clay Electric Cooperative P.O. Box 308 Keystone Heights, FL 32656



Jeffrey Deese  
4990 Windmill Court  
Middleburg, FL 32068  
904-219-0579  
[jadeese@claysheriff.com](mailto:jadeese@claysheriff.com)

## CCSO OFF-DUTY INVOICE

INVOICE DATE  
DATE:7-30-21

**TO:**  
Rolling Hills Community Development District  
3212 Bradley Creek Blvd.  
Green Cove Springs, FL 32043

**FOR:**  
Property Manager

DATE WORKED	DESCRIPTION	TIME IN/OUT	HOURS	RATE	AMOUNT
7-30-21	Neighborhood Patrol/ Security	0900-1100	4.0	30.00	120.00
	Checked preserve area.	1200-1400			
	Patrolled entire development				
	Checked Clubhouse, pool, and boardwalk area.				
	Patrolled entire development.				
	Checked rear undeveloped area.				
	Had to leave for 1 hr, returned to finish				
DEPUTY SIGNATURE:				TOTAL	120.00

Make all checks payable to Jeffrey Deese

Thank you for your business!



# CCSO OFF-DUTY INVOICE

**TO:**  
Rolling Hills Community Development District  
3212 Bradley Creek Blvd.  
Green Cove Springs, FL 32043

FOR:  
Property Manager

Make all checks payable to Jeffrey Deese

Thank you for your business!





**GFL Environmental**  
**P: (904) 760-5880**  
**JacksonvilleFL@gflenv.com**

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK

ROLLING HILLS CDD  
 5385 N KNOB HILL RD  
 ROLLING HILLS  
 SUNRISE, FL 33351

23



**CUSTOMER NO.**  
**INVOICE NO.**  
**INVOICE DATE**  
**DUE DATE**  
**TOTAL AMOUNT DUE**  
**REFERENCE NO.**

UG-103664  
 UG0000024930  
 07/20/2021  
 Due Upon Receipt  
**\$1,098.35**

**AMOUNT OF REMITTANCE**

\$

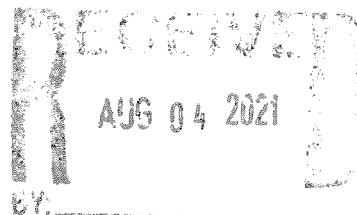
00555193UG0000024930001036640000000000036090

PLEASE DETACH AND RETURN THIS TOP PORTION WITH PAYMENT. A RETURN ENVELOPE IS ENCLOSED AND THE REMIT TO ADDRESS IS ALSO ON THE REVERSE SIDE OF THIS INVOICE

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
20 - Jul	(0000) CLAY COUNTY FRAN FEE 16.3% at 16.300% on \$6.50  <b>SITE TOTAL</b> (0001) ROLLING HILLS CDD 3212 BRADLEY CREEK PKWY , GREEN COVE SPRINGS FL  Serv #001 COMM FRONTLOAD WASTE PERM 8YD	147			\$1.06  <b>\$1.06</b>
20 - Jul	TRASH STANDARD SERVICE Jul 19/21 - Jul 31/21		\$777.05	-0.42	(\$325.89)
20 - Jul	TRASH STANDARD SERVICE Jul 19/21 - Aug 31/21		\$242.48	1.42	\$344.18
20 - Jul	ENERGY CHARGE				\$6.24
20 - Jul	CLAY COUNTY FRAN FEE 16.3% at 16.300% on \$24.53  <b>SITE TOTAL</b> (0000)				\$4.00  <b>\$28.53</b>
20 - Jul	C ADMIN FEE	SC50039			\$6.50

**Notes:**

Due to increased costs, your next invoice may reflect a price increase.



**REMIT TO:**

**GFL Environmental**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL
\$1,231.94	\$0.00	\$0.00	(\$133.59)	\$1,098.35

<b>TOTAL INVOICE</b>	\$36.09
----------------------	---------

**CUSTOMER NO** UG-103664

**INVOICE DATE** 07/20/2021

**INVOICE NO.** UG0000024930



### Address Change(s)

MAILING ADDRESS ONLY ☐

MAILING AND SERVICE ADDRESS ☐

Name

Address

City

State

( )

Zip Code

Phone Number

E-mail Address

Customer Account Number

### Optional Payment Methods

#### eBilling:

Invoices in an Instant! Enroll in eBilling at [www.gflenr.com](http://www.gflenr.com) and click My Account. No fees apply when paying through this method and your statement is always ready! Choose to enroll in automatic payments or pay on demand. Visa, American Express, Mastercard and Discover are accepted.



#### Pay-By-Phone:

Call the number at the front of invoice and have your customer and invoice number ready. Visa, American Express, Mastercard and Discover are accepted.

### Remit to Address:

**GFL ENVIRONMENTAL**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

#### Billing Rights Summary

If you think your bill is incorrect, or if you need more information about the details of your bill, please contact us at the number listed on the front of your bill or email.

We must hear from you no later than 60 days from the date of your bill on which the error occurred. Your bill shall be deemed correct unless disputed within 60 days from receipt.

#### Electronic Funds Transfer Notice

If you pay by check, it will be converted into an "Electronic Funds Transfer" (EFT), a process in which your financial institution is electronically instructed to transfer funds from your account to ours in lieu of processing the check. By sending your completed check to us, you authorize us to use the account information therein to create an EFT for the amount indicated on the check. If the EFT cannot be processed for technical or other reasons, you authorize us to process an image replacement document, draft, or copy of your check.

#### Late Fees & Service Fees

To avoid late fees and service interruptions, payments must be received by the due date except as may be otherwise provided by written contract. GFL Environmental reserves the right to charge service-related fees associated with but not limited to the following: setup fees, early termination fees, container return fees, etc.

#### Electronic Funds Transfer Notice

If you pay by check, it will be converted into an "Electronic Funds Transfer" (EFT), a process in which your financial institution is electronically instructed to transfer funds from your account to ours in lieu of processing the check. By sending your completed check to us, you authorize us to use the account information therein to create an EFT for the amount indicated on the check. If the EFT cannot be processed for technical or other reasons, you authorize us to process an image replacement document, draft, or copy of your check.

#### Cancellation Policy and Proration Policy

The customer must provide written notice of cancellation via certified mail at the address on the front of your bill. There will be no proration of billing and you will not be entitled to a refund if service is canceled during a billing cycle. You will remain responsible for all charges, fees and taxes through the end of the billing cycle (including the period between the notice of termination and the end of the current billing cycle). This provision will not apply if it is contrary to a current franchise agreement, municipal contract, or other written contract applicable to this account or is otherwise prohibited by law.

#### Insufficient Funds Notice

If your check is returned for insufficient or uncollected funds (NSF), your signature on your check gives us permission to debit your checking account electronically for the uncollected amount. Payment by check constitutes your acceptance of these terms. For each returned check a fee will be assessed on your next billing equal to the maximum amount permitted by state law.





**GFL Environmental**  
**P: (904) 760-5880**  
**JacksonvilleFL@gflenv.com**

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK

ROLLING HILLS CDD  
 5385 N KNOB HILL RD  
 ROLLING HILLS  
 SUNRISE, FL 33351

23



**CUSTOMER NO.** UG-103664  
**INVOICE NO.** UG0000024930  
**INVOICE DATE** 07/20/2021  
**DUE DATE** Due Upon Receipt  
**TOTAL AMOUNT DUE** **\$1,098.35**  
**REFERENCE NO.**

**AMOUNT OF REMITTANCE** \$

00555193UG0000024930001036640000000000036090

PLEASE DETACH AND RETURN THIS TOP PORTION WITH PAYMENT. A RETURN ENVELOPE IS ENCLOSED AND THE REMIT TO ADDRESS IS ALSO ON THE REVERSE SIDE OF THIS INVOICE

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
	SITE TOTAL				\$6.50

**Notes:**

Due to increased costs, your next invoice may reflect a price increase.

**REMIT TO:**

**GFL Environmental**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL
\$1,231.94	\$0.00	\$0.00	(\$133.59)	\$1,098.35

<b>TOTAL INVOICE</b>	<b>\$36.09</b>
----------------------	----------------

**CUSTOMER NO** UG-103664

**INVOICE DATE** 07/20/2021

**INVOICE NO.** UG0000024930

REMIT TO INFO ON THE REVERSE SIDE ➡



### Address Change(s)

MAILING ADDRESS ONLY ☐ MAILING AND SERVICE ADDRESS ☐

Name

Address

City

State

( )

Zip Code

Phone Number

E-mail Address

Customer Account Number

### Optional Payment Methods

#### eBilling:

Invoices in an instant! Enroll in eBilling at [www.gflenv.com](http://www.gflenv.com) and click My Account. No fees apply when paying through this method and your statement is always ready! Choose to enroll in automatic payments or pay on demand. Visa, American Express, Mastercard and Discover are accepted.



#### Pay-By-Phone:

Call the number at the front of invoice and have your customer and invoice number ready. Visa, American Express, Mastercard and Discover are accepted.

### Remit to Address:

**GFL ENVIRONMENTAL**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

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**Governmental Management Services, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 221  
Invoice Date: 8/1/21  
Due Date: 8/1/21  
Case:  
P.O. Number:

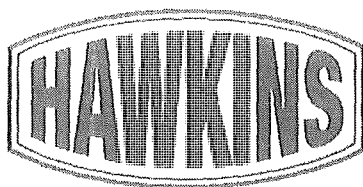
**Bill To:**

Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32090

Description	Hours/Qty	Rate	Amount
Management Fees - August 2021		3,433.33	3,433.33
Website Administration - August 2021		208.33	208.33
Information Technology - August 2021		83.33	83.33
Dissemination Agent Services - August 2021		416.67	416.67
Postage		10.20	10.20
Copies		71.85	71.85
Telephone <i>W/O</i>		75.95	75.95
<b>Total</b>			<b>\$4,299.66</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,299.66</b>



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice \$193.50  
Invoice Number 4994092  
Invoice Date 7/27/21  
Sales Order Number/Type 3558284 SO  
Branch Plant 74  
Shipment Number 4103634

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
8/26/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET					B74	
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	43967	Ultra-Chlor (Sod. Hypo 12.5%)	N	110.0000	GA	\$1.6500	GA	1,109.9 LB	\$181.50
		1 GA BLK (Mini-Bulk)		110.0000	GA			1,201.6 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals

1.330.57200.52100 ✓

*[Signature]* 7/30/21

Ultra Chlor

Page 1 of 1

Tax Rate

0 %

Sales Tax

\$0.00

Invoice Total

\$193.50

## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

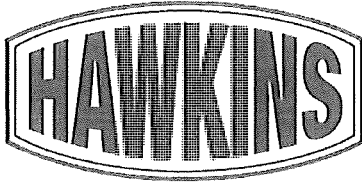
This contractor and subcontractor shall abide by the requirements of 41 CFR §500-1.6(a), 60-300.5(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1206272



Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	\$267.00
Invoice Number	4999145
Invoice Date	8/3/21
Sales Order Number/Type	3570276 SO
Branch Plant	74
Shipment Number	4118456

Sold To: 293306  
ACCOUNTS PAYABLE  
ROLLING HILLS ESTATES CDD  
c/o Patti Powers-GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise FL 33351

Ship To: 295740  
ROLLING HILLS ESTATES CDD  
3212 Bradley Creek Pkwy  
Green Cove Springs FL 32043

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
9/2/21	Net 30	PPD Origin	HAWKINS SOUTHEAST FLEET						B74
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	371404	CCH Granular (100#)	N	1.0000	DR	\$200.0000	DR	100.0 LB	\$200.00
		DRUM DNR (BLEACH,		1.0000	DR			105.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
3.000	42871	Sulfuric Acid 38-40%	N	1.0000	DD	\$55.0000	DD	162.0 LB	\$55.00
		15 GA DD		1.0000	DD			172.0 GW	

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Pool Chemicals  
1.339.57200.52/00

*[Signature]* 8/6/21

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

Invoice Total	\$267.00
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## No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please  
Remit To:

Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.6(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 1228852



# INVOICE



3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

51

Invoice #	595239
Account #	718674
Invoice Date	8/1/2021
Due Date	8/31/2021
Rep	MAS

Bill To
ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092

Invoice Questions: Lakes@lakedoctors.com Payment Questions: Payments@lakedoctors.com
---

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 30 DAYS	
Item	Description	Amount
	Monthly Water Management Service (R)  32 538 464	420.00
<b>Customer Total Balance</b> \$840.00		
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice</b> \$420.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
ROLLING HILLS CDD GOVERNMENTAL MANAGEMENT SERVICES, LLC 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092

Amount Enclosed

Invoice #	595239
Account #	718674
Date	8/1/2021

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708

IF PAYING BY CREDIT CARD, FILL OUT BELOW	
Mastercard	Visa American Express
Card #	Lake Management
Card Verification #	1. 320 53800 4640
Exp. Date #	
Print Name	John A. [Signature]
Billing Address:	Check box if same as above
Signature	



60  
**Riverside Management Services, Inc**  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 371  
Invoice Date: 7/31/2021  
Due Date: 7/31/2021  
Case:  
P.O. Number:

**Bill To:**  
Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Lifeguard Services through July 2021 330.572, 342.00	402.86	16.00	6,445.76
<b>Total</b>			<b>\$6,445.76</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$6,445.76</b>

8/5/21  
QSR



**ROLLING HILLS CDD**  
**LIFEGUARD INVOICE DETAIL**

<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
402.86	Lifeguarding Services for ROLLING HILLS Covers JULY 2021  LIFEGUARDS #330-572-34200	\$ 16.00	\$ 6,445.76

TOTAL DUE:

\$ 6,445.76

*July 21  
pool  
#lifeguards*



ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT  
LIFEGUARD & DECK MONITOR BILLABLE HOURS  
FOR THE MONTH OF JULY 2021

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
7/1/21	3.13	J.F.	Lifeguarding
7/1/21	3.05	S.B.	Lifeguarding
7/1/21	3.03	D.B.	Lifeguarding
7/2/21	3.18	J.F.	Lifeguarding
7/2/21	3.18	S.B.	Lifeguarding
7/2/21	3.18	M.C.	Lifeguarding
7/3/21	6.63	J.F.	Lifeguarding
7/3/21	6.65	S.B.	Lifeguarding
7/3/21	6.57	M.C.	Lifeguarding
7/5/21	5.95	B.S.	Lifeguarding
7/5/21	5.50	D.B.	Lifeguarding
7/5/21	5.60	R.C.	Lifeguarding
7/6/21	4.18	J.F.	Lifeguarding
7/6/21	3.37	D.B.	Lifeguarding
7/8/21	6.32	J.F.	Lifeguarding
7/8/21	6.02	D.B.	Lifeguarding
7/9/21	4.57	J.F.	Lifeguarding
7/9/21	4.20	M.C.	Lifeguarding
7/10/21	6.60	J.F.	Lifeguarding
7/10/21	6.58	M.C.	Lifeguarding
7/11/21	4.52	J.F.	Lifeguarding
7/11/21	4.57	S.B.	Lifeguarding
7/11/21	4.50	M.C.	Lifeguarding
7/12/21	5.75	B.S.	Lifeguarding
7/12/21	5.48	D.B.	Lifeguarding
7/12/21	5.53	R.C.	Lifeguarding
7/13/21	6.67	J.F.	Lifeguarding
7/13/21	6.50	D.B.	Lifeguarding
7/13/21	3.87	E.D.	Lifeguarding
7/14/21	6.72	B.S.	Lifeguarding
7/14/21	6.42	S.B.	Lifeguarding
7/14/21	6.50	D.B.	Lifeguarding
7/15/21	6.48	J.F.	Lifeguarding
7/15/21	6.47	S.B.	Lifeguarding
7/15/21	3.98	E.D.	Lifeguarding
7/16/21	7.45	J.F.	Lifeguarding
7/16/21	1.95	E.D.	Lifeguarding
7/16/21	7.47	M.C.	Lifeguarding
7/17/21	6.80	J.F.	Lifeguarding
7/17/21	6.78	S.B.	Lifeguarding
7/18/21	3.87	J.F.	Lifeguarding
7/18/21	3.85	S.B.	Lifeguarding
7/18/21	3.87	E.D.	Lifeguarding
7/19/21	2.55	B.S.	Lifeguarding
7/19/21	2.28	D.B.	Lifeguarding
7/19/21	0.80	R.C.	Lifeguarding
7/20/21	4.32	J.F.	Lifeguarding
7/20/21	4.83	D.B.	Lifeguarding
7/20/21	3.93	E.D.	Lifeguarding
7/21/21	6.75	B.S.	Lifeguarding
7/21/21	6.52	S.B.	Lifeguarding
7/21/21	6.43	D.B.	Lifeguarding
7/22/21	6.87	J.F.	Lifeguarding
7/22/21	6.85	S.B.	Lifeguarding
7/22/21	4.02	E.D.	Lifeguarding
7/23/21	5.00	J.F.	Lifeguarding
7/23/21	4.88	E.D.	Lifeguarding
7/23/21	5.02	M.C.	Lifeguarding
7/24/21	6.58	J.F.	Lifeguarding
7/24/21	6.60	E.D.	Lifeguarding
7/24/21	6.60	M.C.	Lifeguarding
7/25/21	6.60	J.F.	Lifeguarding
7/25/21	4.62	E.D.	Lifeguarding
7/25/21	6.63	M.C.	Lifeguarding
7/26/21	4.03	J.F.	Lifeguarding
7/26/21	3.43	B.S.	Lifeguarding
7/27/21	4.12	J.F.	Lifeguarding
7/27/21	4.13	S.B.	Lifeguarding
7/28/21	3.92	B.S.	Lifeguarding
7/28/21	4.77	S.B.	Lifeguarding
7/28/21	4.17	M.C.	Lifeguarding
7/29/21	4.25	J.F.	Lifeguarding
7/29/21	4.25	S.B.	Lifeguarding
7/30/21	6.65	J.F.	Lifeguarding
7/30/21	6.65	M.C.	Lifeguarding
7/31/21	6.62	J.F.	Lifeguarding
7/31/21	6.60	S.B.	Lifeguarding
7/31/21	6.62	M.C.	Lifeguarding

GRAND TOTAL 402.86

Lifeguarding 402.86  
Deck Monitor 0.00

Additional Attendant/Lifeguards  
GL Code: 330-572-342



60

8-5-21  
CA



60  
**Riverside Management Services, Inc**  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

## Invoice

Invoice #: 370

Invoice Date: 8/2/2021

Due Date: 8/2/2021

Case:

P.O. Number:

**Bill To:**

Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
July Summer Event 1.57200: 330.49400		84.39	84.39
<b>Total</b>			<b>\$84.39</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$84.39</b>

8/3/21  
[Signature]



Rolling Hills

GL#(1-57200-330-49400)

July Summer Event

7/1/21

Total Expenses	Actual
District Checks	\$334.39
TOTAL EXPENSES DUE	\$250.00
	\$84.39

Site	Actual
Set up and Site Management	
Site Staff	
Mileage	\$10.00
Totals	\$10.00

Food/Beverages/Supplies	Actual
coke/water	\$41.69
snacks	\$32.70
Totals	\$74.39

Entertainment/Arts & Crafts	Actual
Totals	\$0.00

DISTRICT CHECK	AMOUNT
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$250.00
Mark Johns Southpaw Band	
Totals	\$250.00

CSB



Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 372  
Invoice Date: 8/11/2021  
Due Date: 8/11/2021  
Case:  
P.O. Number:

**Bill To:**

Rolling Hills CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
July Summer Event - 7/30/21 1,572 00.330.49400		72.44	72.44
Total			\$72.44
Payments/Credits			\$0.00
Balance Due			\$72.44

8/12/21  
CO



Rolling Hills	
July Summer Event	GL#(1-57200-330-49400)
7/30/21	

	Actual
Total Expenses	\$567.44
District Checks	\$495.00
TOTAL EXPENSES DUE	\$72.44

Site	Actual
Set up and Site Management	
Site Staff	
Mileage	\$10.00
Totals	\$10.00

Food/Beverages/Supplies	DISTRICT CHECK	AMOUNT
coke/water	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$495.00
snacks		
Totals		\$495.00

OK



# SoutheastFITNESS

## R E P A I R

Equipment Repair & Maintenance

14476 Duval Place West, Suite 208 • Jacksonville, FL 32218

Office: 904.683.1439 • Fax: 904.683.1624

southeastfitnessrepair@comcast.net

Invoice # 7-28-21 RH

Facility Name: <u>Rolling Hills</u>
Facility Address: <u>3212 Bradley Creek Pkwy</u>
Billing Address: <u>Green Cove Springs, FL 32045</u>
Contact & Phone: <u>904-531-9238</u>
Reason for Call:

Date: 7-28-21

Payment is due within 30 days of invoice date.

#	Description	Part #	Part Cost	Qty	Total
1	Small Pad				40.00
2	Large Pad:		75.00	2	150.00
3					
4	330 572 460				
5					
6					
7					
8					
9					
10					
Comments:  <div style="font-size: 1.2em; font-family: cursive;">We appreciate your business!</div>			<b>Parts Total</b>		190.00
			<b>Labor</b>		
			<b>Travel</b>		85.00
			<b>Shipping</b>		25.00
			<b>Misc.</b>		
			<b>Tax</b>		
			<b>Balance</b>		300.00

Technician: Kathy

Customer signature upon completion of work:

☒ No one to sign





# Tree Amigos

## Outdoor Services

### Invoice

Invoice#: 15726

Date: 07/26/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 30247  
Rolling Hills CDD O/S  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

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Description	Quantity	Price	Ext Price
Labor for Pond Bank Clean-up	1.00	1,170.00	1,170.00

Notes:

Invoice Total: \$1,170.00

*Landscape Maintenance*

*1.320 - 53800 - 46200*





# Tree Amigos

Outdoor Services

## Invoice

Invoice#: 15727

Date: 07/26/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 30247  
Rolling Hills CDD O/S  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

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Description	Quantity	Price	Ext Price
Sod install and Re-set boulder			
Labor	1.00	240.00	240.00
Notes:			
		Invoice Total:	\$240.00

Land Scope Maint.

1. 320 - 53800 - 46200

*[Signature]* 7/30/21





# Tree Amigos

## Outdoor Services

## Invoice

Invoice#: 15860

Date: 08/12/2021

**Billed To:** Riverside Management Services  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

**Project:** 30247  
Rolling Hills CDD O/S  
9655 Florida Mining Blvd  
Bldg 300 Suite 305  
Jacksonville FL

Description	Quantity	Price	Ext Price
Trouble-shoot wiring for irrigation system			
(12) hours Labor @ \$45.00 per hour	12.00	65.00	780.00

**Notes:**

**Invoice Total: \$780.00**

landscape maint.

1. 320 - 53800. 46000

*[Signature]* 8/13/21





**GFL Environmental**  
**P: (904) 760-5880**  
**JacksonvilleFL@gflenv.com**

BE SURE TO WRITE YOUR INVOICE NUMBER ON YOUR CHECK

ROLLING HILLS CDD  
 5385 N KNOB HILL RD  
 ROLLING HILLS  
 SUNRISE, FL 33351

23



**CUSTOMER NO.**  
**INVOICE NO.**  
**INVOICE DATE**  
**DUE DATE**  
**TOTAL AMOUNT DUE**  
**REFERENCE NO.**

UG-103664  
 UG0000024930  
 07/20/2021  
 Due Upon Receipt  
**\$1,098.35**

**AMOUNT OF REMITTANCE** \$

00555193UG0000024930001036640000000000036090

PLEASE DETACH AND RETURN THIS TOP PORTION WITH PAYMENT. A RETURN ENVELOPE IS ENCLOSED AND THE REMIT TO ADDRESS IS ALSO ON THE REVERSE SIDE OF THIS INVOICE

DATE	DESCRIPTION	REFERENCE	RATE	QTY.	AMOUNT
	(0000)				
20 - Jul	CLAY COUNTY FRAN FEE 16.3% at 16.300% on \$6.50				\$1.06
	<b>SITE TOTAL</b>				<b>\$1.06</b>
	(0001)				
	ROLLING HILLS CDD				
	3212 BRADLEY CREEK PKWY , GREEN COVE SPRINGS FL				
	Serv #001 COMM FRONTLOAD WASTE PERM 8YD				
20 - Jul	TRASH STANDARD SERVICE		\$777.05	-0.42	(\$325.89)
	Jul 19/21 - Jul 31/21				
20 - Jul	TRASH STANDARD SERVICE		\$242.48	1.42	\$344.18
	Jul 19/21 - Aug 31/21				
20 - Jul	ENERGY CHARGE				\$6.24
20 - Jul	CLAY COUNTY FRAN FEE 16.3% at 16.300% on \$24.53				\$4.00
	<b>SITE TOTAL</b>				<b>\$28.53</b>
	(0000)				
20 - Jul	C ADMIN FEE	SC50039			\$6.50

### Notes:

Due to increased costs, your next invoice may reflect a price increase.



### REMIT TO:

**GFL Environmental**  
**PO BOX 555193**  
**DETROIT MI 48255-5193**

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	ACCOUNT TOTAL
\$1,231.94	\$0.00	\$0.00	(\$133.59)	\$1,098.35

**TOTAL INVOICE** \$36.09

REMIT TO INFO ON THE REVERSE SIDE →

**CUSTOMER NO** UG-103664

**INVOICE DATE** 07/20/2021

**INVOICE NO.** UG0000024930