



Rizzetta & Company

Wiregrass II Community Development District

**Board of Supervisors Meeting
April 28, 2022**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813.994.1001**

www.wiregrassllcdd.org

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Bill Porter	Chair
	Colby Chandler	Vice Chair
	Hatcher Porter	Assistant Secretary
	Caitlyn Chandler	Assistant Secretary
	Quinn Porter	Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
Interim Engineer	Victor Barbosa	Atwell LLC

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

April 27, 2022

**Board of Supervisors
Wiregrass II Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass II Community Development District will be held on **Thursday, April 28, 2022, at 10:30 a.m.**, at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Ratification of Engineering Assignment from
Waldrop to Atwell..... Tab 1
 - B. Consideration of Matters Relating to Series 2022 Bonds:
 1. Consideration of MBS Capital Markets, LLC Investment
Banking Agreement..... Tab 2
 2. Presentation of Draft Supplemental Engineer's Report..... Tab 3
 3. Presentation of Preliminary Supplemental Assessment
Methodology Report Tab 4
 4. Consideration of Resolution 2022-03, Delegated Award
Resolution Tab 5
 - C. Consideration of Financing Agreements
 1. Collateral Assignment Agreement..... Tab 6
 2. Completion Agreement Tab 7
 3. True-Up Agreement Tab 8
 4. Declaration of Consent Tab 9
 5. Tri-Party Agreement with Taylor Morrison, Fly Catcher
Enterprises LLC..... Tab 10
 6. Acquisition Agreement Series 2022..... Tab 11
 - D. Consideration of Resolution 2022-04, Designating a Date,
Time, and Place for Landowner's Election Tab 12
 - E. Consideration of Acquisition of Wiregrass Ranch Blvd.
Phase 3B and 4
 1. Consideration of Form of Deed..... Tab 13
 2. Consideration of Form of Promissory Note Tab 14

- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting
held on January 27, 2022 Tab 15
 - B. Consideration of Operations and Maintenance Expenditures
for January, February, and March 2022..... Tab 16
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Report.....Tab 17
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Lynn Hayes
District Manager

cc. Lindsay Whelan, Kutak Rock LLP
Victor Barbosa, Atwell LLC

Tab 1

**CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT AND WALDROP ENGINEERING, P.A.
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS ASSIGNMENT (“**Assignment**”) is made and entered into this 16th day of February 2022 by and between Waldrop Engineering, P.A., a Florida corporation, with a mailing address of 10401 Highland Manor Drive, Suite 220 Tampa, Florida 33610 (“**Assignor**”); Atwell, LLC, a Michigan limited liability company, with a mailing address of 10401 Highland Manor Drive, Suite 220, Tampa, Florida 33610 (“**Assignee**”); and Wiregrass II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Agreement between Wiregrass II Community Development District and Waldrop Engineering, P.A. for Professional Engineering Services* dated January 23, 2020 (the “**Agreement**”); and

WHEREAS, Assignor was recently acquired by Assignee; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section 22 of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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, Assignee, and Assignor agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.

2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT. The District consents to Assignor’s assignment of the Agreement to Assignee on the condition that the District receive new insurance certificates naming the District, its officers, supervisors, agents, staff, and representatives as additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Assignor and Assignee acknowledge and agree that Assignor and Assignee shall be jointly and severally liable for actions or inactions of Assignor occurring prior to the effective date of this Assignment.

3. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Wiregrass II Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

B. If to Assignee: Atwell, LLC
10401 Highland Manor Drive, Suite 220
Tampa, Florida 33610
Attn: Victor Barbosa


4. 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.


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IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Attest:

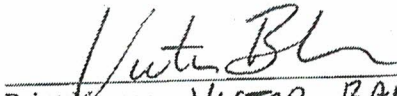
**District: Wiregrass II Community
Development District**

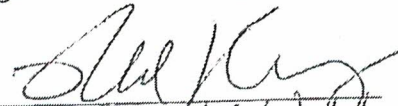

Print Name: Lynn Hayes

By: 
Print Name: Colby J. Chappert
Its: Vice Chairman

Witness:

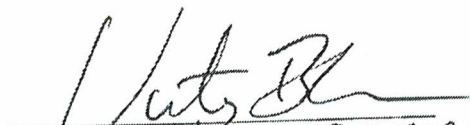
Assignor: Waldrop Engineering, P.A.

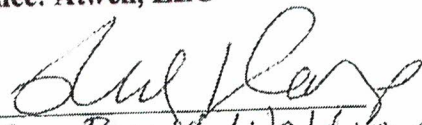

Print Name: VICTOR BARBOSA

By: 
Print Name: Ronald Waldrop
Its: President

Witness:

Assignee: Atwell, LLC


Print Name: VICTOR BARBOSA

By: 
Print Name: Ronald Waldrop
Its: Vice President

Tab 2



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

February 24, 2022

Board of Supervisors
Wiregrass II Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Wiregrass II Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2022 Bonds to acquire and/or construct the next phases of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.



MBS CAPITAL MARKETS, LLC

Page | 2

- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
 3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
 4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
 5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
 6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



MBS CAPITAL MARKETS, LLC

Page | 3

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

Page | 4

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.



MBS CAPITAL MARKETS, LLC

Page | 5

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 3

**Wiregrass II
Community Development District
Supplemental Engineer's Report
April 2022**

Prepared for:

**Wiregrass II
Community Development District
Pasco County, Florida**

prepared by:

**Victor E. Barbosa, P.E.
Atwell, LLC
Tampa, Florida**

Contents

PURPOSE AND SCOPE3

2022 PROJECT4

 (i) ROADWAY AND ASSOCIATED INFRASTRUCTURE4

 (ii) ENVIRONMENTAL CONSERVATION/MITIGATION5

 (iii) PROFESSIONAL FEES5

OWNERSHIP AND MAINTENANCE.....5

PROJECT COSTS.....6

SUMMARY AND CONCLUSION7

Table 1: 2022 Project Estimated Costs4

PURPOSE AND SCOPE

This report is a supplement to the Master Engineer's Report dated June 2020 and describes the portion of the District's Capital Improvements Plan (the "CIP") included in the second phase of development (the "2022 Project"). The purpose of this report is to outline the scope of the 2022 Project and provide a description of the public infrastructure improvements comprising the 2022 Project that may be financed and constructed or acquired by the District all or in part through the issuance of its Capital Improvement Revenue Bonds, Series 2022 (the "2022 Bonds"). Only those improvements in the 2022 Project eligible to be funded with proceeds of tax-exempt 2022 Bonds and any improvements constructed as part of the 2020 Project that were not funded by the District's Capital Improvement Revenue Bonds, Series 2020 (the "2020 Bonds") will be financed by the District. A portion of these public infrastructure improvements may be completed by i) the District, or ii) by Locust Branch, LLC (the "Developer"), the primary developer of the Master Development, or iii) by Taylor Morrison of Florida, Inc. (the "Esplanade Developer"), the primary developer of lands within the District, and acquired by the District with proceeds of bonds issued by the District. The Developer will finance and construct the balance of the infrastructure improvements needed for the District that are not financed by the District through the 2022 Bonds or a future bond issuance.

The 2022 Project, as outlined herein, is necessary for the functional development of the District as required by Pasco County, Florida, the Southwest Florida Water Management District, and the United States Army Corps of Engineers.

The 2022 Project described in this report reflects the District's present intentions. The implementation and completion of the 2022 Project outlined in this report requires final approval by the District's Board of Supervisors, including the approval for the purchase of site related improvements. Cost estimates contained in this report have been prepared based on the best available information, including current contract unit prices, bid documents and pay requests where available. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

2022 PROJECT

The 2022 Project includes completed and planned infrastructure improvements that will provide special benefit to all assessable land within the District. In particular, the 2022 Project includes construction of roadways and associated public infrastructure, including streetlighting/undergrounding, stormwater/drainage, potable water, sewer and re-use water main extensions, and landscaping and irrigation improvements within and adjacent to public rights-of-way of certain phases of Wiregrass Ranch Boulevard and Chancey Road, and associated soft costs such as environmental mitigation, professional fees and permitting costs. Said improvements are a portion of the total public improvements in the CIP as described in the Master Engineer's Report.

The estimated total cost of the 2022 Project is \$18,658,916.05. This includes an estimated \$3,649,405.37 of improvements constructed as part of the 2020 Project that were not funded by the 2020 Bonds. Refer to **Table 1** for a summary of the costs by infrastructure category from the Master Engineer's Report for the completed and planned CIP expenditures relative to the 2020 and 2022 Projects.

(i) ROADWAY AND ASSOCIATED INFRASTRUCTURE

Roadway and associated infrastructure improvements included in the 2022 Project consist of improvements as further described in the Master Engineer's Report and as summarized and described as follows:

- Wiregrass Ranch Boulevard – Phase 3B (from 2020 Project)
- Wiregrass Ranch Boulevard – Phase 4A, 4B, 4C and 4D (from 2020 Project)
- Chancey Road – Phase 3 (2022 Project)
- Chancey Road – Phase 4 (2022 Project)

Construction of Wiregrass Ranch Boulevard Phases 3B and 4A–4D is nearing completion and the majority of the costs were included in funding requisitions from the 2020 bond funds. Any costs not included in previous requisitions may be included in a funding requisition in 2022. Chancey Road Phase 3 is fully

designed and permitted with all agencies, but no improvements have been started. Design and permitting for Chancey Road Phase 4 has not commenced.

(ii) ENVIRONMENTAL CONSERVATION/MITIGATION

There are 6.74 +/- units of permanent forested and herbaceous wetland impacts associated with the proposed construction of the District's infrastructure which, pursuant to applicable SWFWMD and ACOE approvals, will require purchase of 4.84 +/- units of wetland mitigation bank credits and the creation of onsite mitigation for the remaining units. The costs associated with mitigation creation and bank credits are included in the CIP. Locust Branch had previously constructed or had overseen the construction of wetland mitigation to serve all of Wiregrass Ranch Blvd. that is included within the CIP, including the 2020 Project.

(iii) PROFESSIONAL FEES

Professional fees allocable to the 2022 Project include civil engineering, costs for site design, permitting, inspection and master planning, survey costs for construction staking and record drawings as well as preparation of preliminary and final plats, geotechnical cost for pre-design soil borings, under drain analysis and construction testing and landscape architecture costs. Also included in this category are fees associated with environmental consultation and permitting and legal fees.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are fully described in the Master Engineer's Report.

PROJECT COSTS

The 2022 Project's identifiable total costs associated with the infrastructure improvements are estimated to be \$15,009,510.68. An additional \$3,649,405.37 of costs associated with the infrastructure improvements from the 2020 Project that were not funded from proceeds of the 2020 Bonds will be eligible to be funded from proceeds of the 2022 Bonds. A portion of the 2022 Project is expected to be complete by December 31, 2026 with the balance being completed by December 31, 2030.

The summary of estimated project costs shown below in **Table 1**, outlines the anticipated costs associated with the construction and acquisition of public infrastructure comprising the 2022 Project.

Table 1: Cost Estimates

No.	Facility	CIP	CIP	CIP
		2020 Project	2020 Project (Actuals)	2022 Project
	PUBLIC IMPROVEMENTS			
1	Roadways	\$7,844,000	\$7,967,716	\$7,672,734
2	Underground Electric / Streetlights	\$617,000	\$1,130,876	\$634,941
3	Storm Water Management	\$2,472,000	\$2,315,690	\$1,397,140
4	Environmental Mitigation	\$378,000	\$378,000	\$375,000
5	Wastewater	\$0	\$0	\$917,578
6	Potable Water	\$0	\$0	\$1,170,919
7	Reclaimed Water	\$622,000	\$1,688,890	\$1,270,770
8	Landscape / Irrigation	\$1,525,000	\$1,525,000	\$1,570,431
	Subtotal (Improvements Benefiting All Units)	\$13,458,000	\$15,006,172	\$15,009,513
17	Contingency (10%)	\$1,345,800	\$0	\$1,500,951
18	Professional Fees	\$1,345,800	\$1,143,428	\$1,500,951
	Total Improvements	\$16,149,600	\$16,149,600	\$18,011,413

The cost estimates set forth herein are estimates based on current plans and market conditions, which are subject to change. Accordingly, the "2022 Project" as used herein refers to sufficient public infrastructure of the kinds described herein to support the development and sale of the planned residential units, which (subject to true-up determinations) number and type of units may be changed with the development of the District. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent units of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting of the site plan are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this report are based on current contract unit prices and current plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications, last revisions. It is the professional opinion of Atwell that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to all lands within the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) of the Florida Statutes. Further, the CIP, including the 2022 Project, functions as a system of improvements benefitting all lands within the District.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

Victor E. Barbosa, P.E

District Engineer

FL Registration No.: 58548

Tab 4



Rizzetta & Company

Wiregrass II Community Development District

Preliminary Supplemental
Special Assessment Allocation Report

Capital Improvement Revenue Bonds, Series 2022
(Assessment Area Two)

3434 Colwell Avenue
Suite 200
Tampa, FL 33614

April 28, 2022

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. DEFINED TERMS.....	1
III. DISTRICT INFORMATION.....	2
IV. SERIES 2022 PROJECT.....	2
V. PRELIMINARY SERIES 2022 BONDS AND ASSESSMENTS.....	3
VI. PRELIMINARY SERIES 2022 ASSESSMENT ALLOCATION.....	3
VII. PREPAYMENT OF SERIES 2022 ASSESSMENTS.....	5
VIII. ADDITIONAL STIPULATIONS.....	5
EXB "A" PRELIMINARY ALLOCATION METHODOLOGY.....	6

INDEX OF TABLES

<u>Table</u>	<u>Description</u>	<u>Page</u>
1	CURRENT DEVELOPMENT PLAN.....	A-1
3	CIP COSTS AND SERIES 2022 PROJECT FUNDING.....	A-2
4	PRELIMINARY FINANCING INFORMATION – SERIES 2022 BONDS.....	A-3
5	PRELIMINARY FINANCING INFORMATION – SERIES 2022 ASSESSMENTS.....	A-3
6	ASSESSMENT ALLOCATION – SERIES 2022 ASSESSMENTS.....	A-4
	PRELIMINARY SERIES 2022 ASSESSMENT ROLL.....	A-5



I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of an issuance of bonds to finance a capital infrastructure project by the Wiregrass II Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District proposes to issue Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the “Series 2022 Bonds”), and has retained Rizzetta & Company, Incorporated to prepare a methodology for allocating the special assessments expected to be levied by the District in connection with the transaction.

II. DEFINED TERMS

“Assessment Area Two” – The second phase of development within the District expected to include 490 residential units.

“Capital Improvement Program” – (CIP) Construction and/or acquisition of public infrastructure planned for the District.

“Developer” – Locust Branch, LLC, a Florida limited liability company.

“District” – Wiregrass II Community Development District.

“End User” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Equivalent Assessment Unit” – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indentures” – The Master Trust Indenture dated November 1, 2020 and the Second Supplemental Trust Indenture dated May 1, 2022, each between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee.

“Majority Landowner” – Taylor Morrison of Florida, Inc.

“Master Report” – The Amended and Restated Master Special Assessment Allocation Report dated October 22, 2020.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.



Rizzetta & Company

“Series 2022 Assessments” – Special Assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2022 Bonds.

“Series 2022 Bonds” – \$11,610,000 (Estimated Par Amount) Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two).

“Series 2022 Project” – Construction/acquisition of a portion of the CIP allocable to i) Wiregrass Ranch Boulevard in phases 3B and 4A – 4D that were not funded by the proceeds of the District’s Capital Improvement Revenue Bonds, Series 2020 (Assessment Area One) and ii) Chancey Road phases 3 and 4, in the estimated amount of \$21,921,660.

“True-Up Agreement” – The Agreement Regarding the True-Up and Payment of Special Assessments (Series 2022 Project) Between the District and the Majority Landowner.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

All capitalized terms not defined herein shall retain the meaning ascribed in the Master Report.

III. DISTRICT INFORMATION

The District was established pursuant to Pasco County Ordinance No. 19-03 which became effective on January 25, 2019. The District is currently planned for an estimated total of 875 single family residential units.

The District is anticipating its second bond issuance, which will be secured by the Series 2022 Assessments, levied over the acreage of Assessment Area Two on an equal acreage basis, and allocated on a first platted, first assigned basis. The Series 2022 Assessments will be assigned to the 172 Platted Units in Assessment Area Two with the remainder being assigned to the Unplatted Parcels in Assessment Area Two. Table 1 illustrates the product mix for the units within Assessment Area Two which are expected to support repayment of the Series 2022 Bonds.

IV. SERIES 2022 PROJECT

The Series 2022 Project is a portion of the District’s CIP allocable to Assessment Area Two that will be partially constructed and/or acquired with the proceeds of the Series 2022 Bonds. The estimated costs of the Series 2022 Project are \$21,921,660 of which it is estimated \$10,583,152 will be funded with proceeds from the Series 2022 Bonds. The District will issue the Series 2022 Bonds to fund a portion of the Series 2022 Project in the estimated aggregate principal amount of \$11,610,000. Following the issuance of the Series 2022 Bonds, the District’s unfunded CIP costs are expected to be funded with the proceeds of future District



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bonds and/or Developer contributions. For additional detail on the Series 2022 Project and the unfunded CIP costs, see Tables 2 and 3 as well as the District Engineer's Supplemental Engineer's Report dated April 2022.

V. PRELIMINARY SERIES 2022 BONDS AND ASSESSMENTS

In order to provide for the Series 2022 Project funding described in Section IV above, the District expects to issue the Series 2022 Bonds in the estimated aggregate principal amount of \$11,610,000. The Series 2022 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payments shall occur every May 1 and November 1 from the date of issuance until maturity. The first scheduled payment of coupon interest will be due on November 1, 2022. The annual principal payment will be due on May 1, 20__ and on each May 1 thereafter until final maturity, with the estimated maximum annual debt service at \$755,546. The preliminary general financing terms of the Series 2022 Bonds are summarized on Table 3.

The Series 2022 Bonds will be secured by the revenues derived from the Series 2022 Assessments. The Series 2022 Assessments will initially be levied in an approximate amount of \$11,610,000 and shall be structured in the same manner as the Series 2022 Bonds, so that revenue from the Series 2022 Assessments are sufficient to fulfill the debt service requirements of the Series 2022 Bonds.

It is expected that the Series 2022 Assessment installments assigned to Platted Units will be collected via the Pasco County property tax bill process (Uniform Method of Collection per Section 197.3632, Florida Statutes)¹. Accordingly, the Series 2022 Assessments will be adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

VI. PRELIMINARY SERIES 2022 ASSESSMENT ALLOCATION

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's CIP. As stated therein, the CIP cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology.

Per Section IV above, the Series 2022 Bonds will fund a portion of the District's Series 2022 Project, which is expected to be constructed or acquired in a manner generally proportionate to the construction of improvements for the overall CIP. Accordingly, it is expected that the improvements funded by the Series 2022 Bonds will confer benefit on the District's developable parcels in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. Therefore, it is proper to impose Series 2022 Assessments on the units specified in Table 5, as well as the District's Preliminary Series 2022 Assessment Roll.

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



A. Assessment Allocation

The Series 2022 Assessments are expected to ultimately be allocated to Assessment Area Two, as shown on Table 5. The Series 2022 Assessments are allocated based on the EAU methodology described in the Master Report and as allocated, the Series 2022 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report, and are fairly and reasonable allocated amount the different product types.

Table 2 reflects the total CIP costs and provides an estimated funding allocation between the Series 2022 Bond proceeds and Developer or Majority Landowner funding.

The Preliminary Series 2022 Assessment Roll is located at page A-5.

B. Assignment of Assessments

The Series 2022 Bonds and Series 2022 Assessments have been sized based on the expectation that the Series 2022 Assessments will be fully absorbed by the 172 Platted Units in Assessment Area Two and the remaining 318 residential units planned for Assessment Area Two. It is not expected that any other land within the boundaries of the District will be encumbered with the Series 2022 Assessments.

The District is securing repayment of the Series 2022 Bonds with the Series 2022 Assessments, as contemplated under Chapters 170 and 190, Florida Statutes. Unlike property taxes, which are *ad valorem* in nature, a community development district may levy special assessments under Florida law only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. These special benefits are specific to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit enjoyed by that parcel. The District typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

Pursuant to District Resolution 2020-11, the District's Board of Supervisors determined in relevant part that 1) the Series 2022 Project, as part of the total CIP, conferred special benefit upon the parcels to be encumbered with Series 2022 Assessments and 2) that the proposed allocation of Series 2022 Assessments, as specified in the Master Report and adhered to in this report, was fair and reasonable.



VII. PREPAYMENT OF SERIES 2022 ASSESSMENTS

The Series 2022 Assessments encumbering a parcel may be prepaid in part or in full at any time, without penalty, together with interest at the rate on the Series 2022 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Incorporated makes no representations regarding said information transactions beyond restatement of the information necessary for compilation of this report.

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



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EXHIBIT A:

PRELIMINARY ALLOCATION METHODOLOGY



Rizzetta & Company

**WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO)**

TABLE 1: CURRENT DEVELOPMENT PLAN ⁽¹⁾

<u>SERIES 2022 BONDS</u>		
<u>PRODUCT</u>	<u>EAU</u>	<u>PHASES 3, 4, 5 ⁽²⁾</u>
Single Family 45'	0.87	178
Single Family 52'	1.00	206
Single Family 62'	1.19	96
Single Family 76'	1.46	10
TOTAL:		<hr/> 490

(1) Product totals are shown for illustrative purposes and not fixed per product type. Development plan is subject to change with land platting.

(2) Total units on which the Series 2022 Assessments are expected to be levied.

The developer has provided an updated development plan subsequent to the District's Master Special Assessment Allocation Report dated June 25, 2020. The new development plan is 875 units compared to the original 867 units.

**WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO)**

TABLE 2: CIP COSTS AND SERIES 2022 PROJECT FUNDING

<u>DESCRIPTION</u>	<u>2022 PROJECT COSTS</u>
Roadways	\$7,672,734
Underground Electric	\$634,940
Stormwater Management	\$1,397,140
Environmental Mitigation	\$592,367
Wastewater	\$917,578
Potable Water	\$1,170,918
Reclaimed Water	\$1,270,770
Landscape / Irrigation	\$1,570,431
Subtotal (Improvements benefitting all units)	\$15,226,878
Contingency (10%)	\$1,522,688
Professional Fees	\$1,522,688
Total 2022 Costs	\$18,272,254
Remaining 2020 Project Improvements	\$3,649,406
Total Eligible Costs	\$21,921,660
Series 2022 Project Costs Funded by Series 2022 Bonds	\$10,583,152
Additional Project Costs Funded by the Developer or Landowner	\$11,338,508
Total CIP Costs	\$21,921,660

NOTE: Infrastructure cost estimates provided by District Engineer.

**WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO)**

TABLE 3: PRELIMINARY FINANCING INFORMATION - SERIES 2022 BONDS

EST. ISSUE DATE	June 1, 2022
EST. MATURITY DATE	May 1, 2053
EST. AVERAGE COUPON RATE	5.000%
EST. MAXIMUM ANNUAL DEBT SERVICE	\$755,546
SOURCES:	
PAR AMOUNT OF BONDS	\$11,610,000 (1)
Total Net Proceeds	\$11,610,000
USES:	
Construction Fund	(\$10,583,152)
Debt Service Reserve Fund	(\$377,773) (2)
Capitalized Interest	(\$241,875)
Costs of Issuance	(\$175,000)
Underwriter's Discount	(\$232,200)
Total Uses	(\$11,610,000)
Source: District Underwriter	
(1) The District is not obligated to issue this amount of bonds.	
(2) 50% of MADS	

TABLE 4: PRELIMINARY FINANCING INFORMATION - SERIES 2022 ASSESSMENTS

EST. AVERAGE COUPON RATE	5.000%
Aggregate Initial Principal Amount	\$11,610,000.00
Aggregate Annual Installment	\$755,546 (1)
County Collection Costs	2% \$16,075
Early Paymt Discounts	4% \$32,151 (2)
Estimated Total Annual Installment	\$803,772
(1) Based on MADS	
(2) May vary as provided by law.	

**WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO)**

TABLE 5: ASSESSMENT ALLOCATION - SERIES 2022 ASSESSMENTS (1)

PRODUCT	UNITS	PER UNIT EAUs	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT TOTAL PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER PRODUCT TYPE ANNUAL INSTLMT. (3)
Single Family 45'	178	0.87	154.04	\$3,656,369	\$20,541	\$253,134	\$1,422
Single Family 52'	206	1.00	206.00	\$4,889,766	\$23,737	\$338,524	\$1,643
Single Family 62'	96	1.19	114.46	\$2,716,943	\$28,301	\$188,097	\$1,959
Single Family 76'	10	1.46	14.62	\$346,921	\$34,692	\$24,018	\$2,402
TOTAL	490		489.12	\$11,610,000		\$803,772	

(1) Allocation of Series 2022 Assessments based on methodology adopted in the Master Report.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.



WIREGRASS II

COMMUNITY DEVELOPMENT DISTRICT

PRELIMINARY SERIES 2022 ASSESSMENT LIEN ROLL

FOLIO	PHASE	PRODUCT TYPE	SERIES 2022 PRINCIPAL/UNIT	SERIES 2022 ANNUAL ASSESSMENT/UNIT ⁽¹⁾
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[illegible]

Tab 5

RESOLUTION NO. 2022-03

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022 (ASSESSMENT AREA TWO), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (THE "SERIES 2022 BONDS") IN ORDER TO FINANCE THE SERIES 2022 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2022 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2022 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF SECOND 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 2022 BONDS; APPROVING THE FORM OF THE SERIES 2022 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2022 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2022 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 2022 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 2022 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF THE SERIES 2022 PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Wiregrass II Community Development District (the "Board" and the "District," respectively) has determined

to proceed at this time with the sale and issuance of Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Series 2022 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of November 1, 2020 (the "Master Indenture"), from the District to U.S. Bank Trust Company, National Association, Orlando, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2022 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to finance a portion of the Costs of the Series 2022 Project;

WHEREAS, the Board has determined that given the nature of the market, the necessity for moving rapidly and the nature of the security for the Series 2022 Bonds, it is necessary and desirable for the Series 2022 Bonds to be sold by negotiated sale rather than competitive bid;

WHEREAS, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2022 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 2022 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 2022 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2022 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 2022 Bonds and the form of the final Limited Offering Memorandum, to approve the form of the Series 2022 Bonds and to provide for various other matters with respect to the Series 2022 Bonds and the undertaking of the Series 2022 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 2022 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 2022 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2022 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 2022 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 Trust Company, National Association, as successor Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank Trust Company, National Association, is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

5. Description of Series 2022 Bonds. The Series 2022 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 2022 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 2022 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 form of Series 2022 Bonds attached to the Supplemental Indenture, which form 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 and seal the Series 2022 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 2022 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

10. Undertaking of the Series 2022 Project; Execution and Delivery of Other Instruments. The Board hereby authorizes the undertaking of the Series 2022 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 and as described in the Limited Offering Memorandum. 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 undertaking of the Series 2022 Project and the issuance, sale and delivery of the Series 2022 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 2022 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.

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PASSED in Public Session of the Board of Supervisors of Wiregrass II Community Development District, this 28th day of April, 2022.

**WIREGRASS II 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 \$14,500,000
Maximum Coupon Rate:	Maximum Statutory Rate
Underwriting Discount:	Maximum 2.0%
Not to Exceed Maturity Date:	May 1, 2052
Redemption Provisions:	The Series 2022 Bonds shall be subject to redemption as set forth in the form of Series 2022 Bond attached to the form of Supplemental Indenture attached hereto and shall be subject to optional redemption no later than May 1, 2033 at par.

Exhibit A

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
(Pasco County, Florida)**

\$ _____
**Capital Improvement Revenue Bonds, Series 2022
(Assessment Area Two)**

May __, 2022

BOND PURCHASE AGREEMENT

Wiregrass II Community Development District
Pasco County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Wiregrass II 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 meanings 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 \$_____ Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the “Series 2022 Bonds”). The Series 2022 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 2022 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2022. The aggregate purchase price for the Series 2022 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2022 Bonds of \$_____, [less/plus] a [net] original issue [discount/premium], less an Underwriter’s discount on the Series 2022 Bonds of \$_____).

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

2. The Series 2022 Bonds. The Series 2022 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. 19-03, enacted by the Board of County Commissioners of Pasco County, Florida (the “County”) on January 22, 2019, and effective on January 25, 2019. 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 a portion of Wiregrass Ranch. The Series 2022 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of November 1, 2020 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a Second Supplemental Trust Indenture, dated as of May 1, 2022, between the District and the Trustee (the “Second Supplemental Indenture,” together with the Master Indenture, collectively, the “Indenture”), and Resolution Nos. 2020-08 and 2022-[] adopted by the District on June 25, 2020 and April 28, 2022, respectively (together, the “Bond Resolutions”), authorizing the issuance of the Series 2022 Bonds. The Series 2022 Assessments comprising the Series 2022 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the Series 2022 Project pursuant to resolutions duly adopted by the Board (collectively, the “Assessment Resolutions”). The Series 2022 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 (the “Continuing Disclosure Agreement”) with Taylor Morrison of Florida, Inc. (the “Developer”) and Rizzetta & Company, Incorporated, as dissemination agent; (b) the Collateral Assignment and Assumption of Development and Contract Rights Relating to the Series 2022 Project (the “Collateral Assignment”) with the Developer and Locust Branch, LLC (the “Master Developer”); (c) the Agreement Regarding the Completion of Certain Improvements (Series 2022 Project) (the “Completion Agreement”) with the Master Developer; (d) the Agreement Regarding the True-Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2022 (the “True-Up Agreement”) with the Developer; (e) the Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Series 2022 Assessments, and Acknowledgment of Subordination with the Developer and Flycatcher Enterprises, LLC (the “Tri-Party Agreement”); (f) the Agreement Regarding the Acquisition of Certain Work Project, Infrastructure and Real Property (the “Acquisition Agreement”) with the Master Developer; and (g) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Collateral Assignment, the Completion Agreement, the Tri-Party Agreement, the Acquisition Agreement, and the True-Up Agreement are referred to herein collectively as the “Financing Documents.”

The Series 2022 Bonds are being issued to: (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2022 Project, as more particularly described in the Limited Offering Memorandum (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2022 Bonds; (iii) pay a portion of interest

accruing on the Series 2022 Bonds; and (iv) make a deposit into the Series 2022 Reserve Account to be held for the benefit of all of the Series 2022 Bonds.

The principal and interest on the Series 2022 Bonds are payable from and secured by the Series 2022 Trust Estate, which includes the Series 2022 Pledged Revenues and the Series 2022 Pledged Funds. The Series 2022 Pledged Revenues consist primarily of the revenues derived by the District from non ad-valorem special assessments levied against certain residential lands in the District that are subject to assessment as a result of the Series 2022 Project or any portion thereof (the "Series 2022 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 May __, 2022, (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 2022 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 2022 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 2022 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2022 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 twenty-five (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 2022 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 2022 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 thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Series 2022 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 2022 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 2022 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 2022 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the public offering and sale of the Series 2022 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 2022 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2022 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 2022 Project; and (viii) levy and collect the Series 2022 Assessments that will secure the Series 2022 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 2022 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 2022 Bonds, and the imposition, levy and collection of the Series 2022 Assessments.

(c) The District has duly authorized and approved (and, with respect to the final Series 2022 Assessments, will duly authorize and approve) (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2022 Assessments and the Series 2022 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 Series 2022 Assessments the Series 2022 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 thereof by the parties 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 2022 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 2022 Bonds as aforesaid, the Second Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2022 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2022 Trust Estate pledged to the Series 2022 Bonds, subject only to the provisions of the Second Supplemental Indenture permitting the application of such Series 2022 Trust Estate for the purposes and on the terms and conditions set forth in the Second Supplemental 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 2022 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2022 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents and the Series 2022 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) 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 2022 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 2022 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 2022 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 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 2022 Bonds or the proceedings relating to the Series 2022 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 2022 Bonds, the Financing Documents, the Series 2022 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 Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds, (6) the exemption under the Act of the Series 2022 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2022 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2022 Bonds, or (9) the collection of the Series 2022 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2022 Bonds.

(k) Other than as stated 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 2022 Pledged Revenues and Series 2022 Pledged Funds pledged to the Series 2022 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2022 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 – The District Manager and Other Consultants," "THE MASTER LANDOWNER," "THE MASTER DEVELOPER," "WIREGRASS RANCH," "THE

DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Master Developer," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Developer Continuing Compliance."

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

7. The Closing. At 12:00 noon, New York time, on May __, 2022, 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 2022 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 2022 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2022 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2022 Bonds, but neither the failure to print such number on any Series 2022 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 2022 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 2022 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 2022 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 2022 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 and the Series 2022 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2022 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 2022 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 Limited Offering Memorandum and each supplement or amendment, if any, thereto;

(4) 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;

(5) 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;

(6) An opinion of Bond Counsel to the effect that Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2022 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) and "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 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, insofar as such statements purport to be summaries of certain provisions of the Series 2022 Bonds, the Act and the Indenture, they constitute a fair summary of the information purported to be summarized therein, and the statements in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth;

(7) An opinion, dated the date of Closing, of Kutak Rock LLP, Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(8) Copies of the Amended and Restated Master Special Assessment Allocation Report and the Final Supplemental Special Assessment Allocation Report prepared by Rizzetta & Company, Incorporated and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(9) 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;

(10) 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 a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

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

(12) Copies of the Master Engineer's Report and the Supplemental 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;

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

(14) Specimen copies of the Series 2022 Bonds;

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

(16) Executed Financing Documents;

(17) Certificates of the Master Developer and Master Landowner (as defined in such certificate), in substantially the forms of the certificates included herein as Exhibits J-1 and J-2 and an opinion of counsel to the Master Developer and Master Landowner in substantially the form included herein as Exhibit K (which may be addressed to such parties in one or more separate opinions);

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

(19) A copy of the Final Judgment issued on October 1, 2020 by the Circuit Court of the Sixth Judicial Circuit of Florida, in and for Pasco County, Florida in Case No. 2020-CA-01567-ES and a certificate of no appeal;

(20) A Declaration of Consent from the Developer;

(21) A certificate of Rizzetta & Company, Incorporated, in substantially the form of the certificate included herein as Exhibit E; and

(22) 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 2022 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 2022 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 2022 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 2022 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 10 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 2022 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 2022 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulation 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 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 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 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 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 2022 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 2022 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 2022 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 2022 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2022 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2022 Bonds, or the Series 2022 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 2022 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2022 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 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2022 Bonds or obligations of the general character of the Series 2022 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 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 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 2022 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; 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 2022 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; or

(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 2022 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2022 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, Rizzetta & Company, Incorporated, as Methodology Consultant, Atwell, LLC, 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 2022 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 2022 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 2022 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 2022 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
Attention: Brett Sealy
Email: brett@mbscapitalmarkets.com

The District: Wiregrass II Community Development District
c/o Rizzetta & Company, Incorporated
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attention: Lynn Hayes
Email: lhayes@rizzetta.com

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attention: Lindsay Whelan, Esq.
Email: lindsay.whelan@kutakrock.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 2022 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 2022 Bonds in the aggregate principal amount of \$_____ for the purposes described in Section 2 hereof. The Series 2022 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 2022 Bonds will be approximately \$_____.

(b) The sources of repayment for the Series 2022 Bonds are the Series 2022 Pledged Revenues and the Series 2022 Pledged Funds (as described in Section 2 hereof). Authorizing the Series 2022 Bonds will result in a maximum of approximately \$_____ not being available to finance other services of the Issuer every year for approximately ____ (____) years.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2022 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 2022 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2022 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 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2022 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 2022 Bonds of that maturity or until all Series 2022 Bonds of that maturity have been sold to the public.

[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

Brett Sealy, Managing Partner

Accepted by:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Bill Porter, Chair, Board of Supervisors

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES AND YIELDS

[To come]

REDEMPTION PROVISIONS FOR THE SERIES 2022 BONDS

[To come]

EXHIBIT B

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

\$_____

**Capital Improvement Revenue Bonds, Series 2022
(Assessment Area Two)**

DISCLOSURE STATEMENT

May __, 2022

Wiregrass II Community Development District
Pasco County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Bonds pursuant to a Bond Purchase Agreement dated May __, 2022 (the "Purchase Agreement") between the Underwriter and Wiregrass II Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

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

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

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

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

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

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

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

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

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

Very truly yours,

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

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

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chair and Assistant Secretary, respectively, of the Board of Supervisors (the "Board") of Wiregrass II 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) of the Bond Purchase Agreement, dated May __, 2022, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$_____ Wiregrass II Community Development District (Pasco County, Florida) Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement):

1. Bill Porter is the duly appointed and acting Chair of, and Lynn Hayes is the duly appointed and acting Assistant Secretary to the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, 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, qualified and acting members of the Board holding the office of appointment set forth opposite their names:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Bill Porter ⁺	Chair	November 2024
Colby Chandler ⁺	Vice Chair	November 2024
Hatcher Porter ⁺	Assistant Secretary	November 2022
Quinn Porter ⁺	Assistant Secretary	November 2022
Caitlin Chandler ⁺	Assistant Secretary	November 2022

⁺ Affiliates of Master Developer, Master Landowner or related entities.

3. Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of 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.

4. 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.

5. At duly called and held meetings of the Board on June 25, 2020 and April 28, 2022, the Board duly adopted Resolution Nos. 2020-08 and 2022-[], respectively, true and correct copies of which are attached hereto (together, the "Bond Resolutions"), which Bond Resolutions remain in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on June 25, 2020, June 25, 2020, August 27, 2020, and May [], 2022, the Board duly adopted Resolution Nos. 2020-06, Resolution No. 2020-07, Resolution No. 2020-11 and Resolution No. 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.

7. 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 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 2022 Bonds or any documents related to the issuance of the Series 2022 Bonds have been open to the public ("Open Meetings") and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, as supplemented and/or amended by Executive Orders 20-52 and 20-69, as may be amended from time to time (the "Virtual Meeting Orders"), issued by the Governor of Florida in connection with the state of emergency declared as a result of COVID-19. The Open Meetings were held for the necessary public purpose of considering matters related to the issuance of the Series 2022 Bonds and the levy of the Series 2022 Assessments. The Open Meetings were duly noticed in accordance with applicable State law in notices published in a newspaper of general circulation in Pasco County. In compliance with the Virtual Meeting Orders, such applicable meetings were held utilizing the Zoom video conference platform and/or a separate telephonic conference platform, allowing public participation through such applicable platform. Members of the public that attended the meetings were given the opportunity to comment.

8. 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 2022 Assessments.

9. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolutions, the Assessment Resolutions or the Indenture.

10. 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.

11. 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 Bonds pursuant

to the Bond Purchase Agreement, the Bond Resolutions, the Assessment Resolutions and the Indenture.

12. 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.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum (but without intending to address "THE MASTER LANDOWNER," "THE MASTER DEVELOPER," "WIREGRASS RANCH," "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION – The Master Developer," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Developer Continuing Compliance") 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 – The District Manager and Other Consultants," "THE MASTER LANDOWNER," "THE MASTER DEVELOPER," "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2022 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Master Developer," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Developer Continuing Compliance." 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.

14. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or to the knowledge of the District threatened against the District 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 Bonds or the imposition, levy and collection of the Series 2022 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolutions, the Assessment Resolutions, the Series 2022 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 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 2022 Assessments or the Series 2022 Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

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

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Bill Porter, Chair, Board of Supervisors

Lynn Hayes, Assistant Secretary, Board of
Supervisors

[SEAL]

EXHIBIT D
FORM OF DISTRICT COUNSEL OPINION

May __, 2022

Wiregrass II Community Development District
Pasco County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

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

Re: \$_____ Wiregrass II Community Development District (Pasco County,
 Florida) Capital Improvement Revenue Bonds, Series 2022 (Assessment Area
 Two)

Ladies and Gentlemen:

We serve as counsel to the Wiregrass II 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 \$_____ Wiregrass II Community Development District (Pasco County, Florida) Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (“**Bonds**”). This letter is delivered to you pursuant to Section 207 of the Master Indenture (defined below), Section 207 of the 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 19-03, enacted by the Board of County Commissioners of Pasco County, Florida, which was effective as of January 25, 2019 (“**Establishment Ordinance**”);
2. the *Master Trust Indenture*, dated as of November 1, 2020 (“**Master Indenture**”), as supplemented by the *Second Supplemental Trust Indenture*, dated as of May 1, 2022 (“**Supplemental Trust Indenture**,” and together with the Master Indenture,

- "Indenture"**), each by and between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (**"Trustee"**);
3. Resolutions Nos. 2020-08 and 2022-__ adopted by the District on June 25, 2020, and April 28, 2022, respectively (together, **"Bond Resolution"**);
 4. the *Master Engineer's Report*, dated June 2020 and the [*Supplemental Engineer's Report*] dated _____ (**"Engineer's Report"**), which describes among other things, the **"Project"**;
 5. the *Amended and Restated Master Special Assessment Allocation Report* dated October 2020, and the [*Final Supplemental Special Assessment Allocation Report*] dated May __, 2022 (collectively, **"Assessment Methodology"**);
 6. Resolution Nos. 2020-06, 2020-07, 2020-11 and 2022-__ (collectively, **"Assessment Resolution"**), establishing the debt service special assessments (**"Debt Assessments"**) securing the Bonds;
 7. the *Final Judgment* issued on October 1, 2020 and by the Circuit Court for the Sixth Judicial Circuit in and for Pasco County, Florida, the appeal period for which expired with no appeal having been taken;
 8. the Preliminary Limited Offering Memorandum dated May __, 2022 (**"PLOM"**) and Limited Offering Memorandum dated May __, 2022 (**"LOM"**);
 9. certain certifications by MBS Capital Markets, LLC (**"Underwriter"**), as underwriter to the sale of the Bonds;
 10. certain certifications of Atwell, LLC, as **"District Engineer"**;
 11. certain certifications of Rizzetta & Company, Incorporated, as **"District Manager"** and Rizzetta & Company, Incorporated, as **"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 Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., counsel to the Master Developer (defined herein) and the Master Landowner (as defined in the Limited Offering Memorandum), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 16. an opinion of J. Wayne Crosby, P.A., counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 17. the following agreements (collectively, **"Bond Agreements"**):
 - (a) the Continuing Disclosure Agreement dated May __, 2022, by and among the District, Taylor Morrison of Florida, Inc. (**"Developer"**) and a dissemination agent;
 - (b) the Bond Purchase Agreement between Underwriter and the District and dated May __, 2022 (**"BPA"**);

- (c) the Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Series 2022 Assessments, and Acknowledgment of Subordination (Series 2022 Bonds) among the District, the Developer and Flycatcher Enterprises, LLC and dated May __, 2022;
 - (d) the Agreement Regarding Completion of Certain Improvements (Series 2022 Project) between the District and the Locust Branch, LLC (the “**Master Developer**” and dated May __, 2022;
 - (e) the Agreement Regarding the True-Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2022 between the District and the Developer and dated May __, 2022;
 - (f) the Collateral Assignment and Assumption of Development and Contract Rights Relating to the Series 2022 Project among the District, the Developer and the Master Developer and dated May __, 2022; and
 - (g) the Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (Series 2022 Project) between the District and the Master Developer and dated May __, 2022;
18. a Declaration of Consent to Jurisdiction executed by the Developer;
 19. the following Executive Orders of Governor DeSantis of the State of Florida: 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193, and 20-246 (“**Executive Orders**”)
 20. 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, the Master Developer, counsel to the Master Developer, the Master Landowner, counsel to the Master Landowner, 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. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or the Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

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

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

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law, including the Executive Orders. The District has taken all action necessary 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 (c) – (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 Pasco 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: "SECURITY AND SOURCE OF PAYMENT OF SERIES 2022 BONDS – 'Agreement for Assignment of Development Rights,' 'Completion Agreement' and 'True-Up Agreement,'" "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT – 'Legal Powers and Authority' and 'Board of Supervisors,'" "AGREEMENT BY THE STATE," "LITIGATION – The District," and "VALIDATION" 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 the fact that we have not been notified by 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, Executive Order, 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 Executive Order.

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,

KUTAK ROCK LLP

EXHIBIT E

CERTIFICATE OF RIZZETTA & COMPANY, INCORPORATED

I, William J. Rizzetta, President of Rizzetta & Company, Incorporated, do hereby certify to Wiregrass II 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 2022 (Assessment Area Two) (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated May __, 2022 (the "Limited Offering Memorandum") of the District relating to the Bonds):

1. Rizzetta & Company, Incorporated has acted as District Manager and Methodology Consultant to the District in connection with the issuance of the Bonds and has been retained by the District to prepare the Amended and Restated Master Special Assessment Allocation Report dated October 2020, as supplemented by the Final Supplemental Special Assessment Allocation Report dated May __, 2022, comprising a part of the Series 2022 Assessment Proceedings (together, the "Report");

2. The Series 2022 Project provides a special benefit to the properties assessed and the Series 2022 Assessments are fairly and reasonably allocated to the properties assessed and all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

3. The Series 2022 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 2022 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof;

4. Rizzetta & Company, Incorporated consents to the use of the Report included as composite Appendix B to the Limited Offering Memorandum;

5. Rizzetta & Company, Incorporated consents to the references to the firm in the Limited Offering Memorandum;

6. The Report was prepared in accordance with all applicable provisions of Florida law;

7. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the Series 2022 Project, or any information provided by us, and the Report, as of its 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;

8. 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;

9. 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;

10. 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;

11. As District Manager and Registered Agent, 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 Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District; and

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

IN WITNESS WHEREOF, the undersigned has set his hand this ____ day of May, 2022.

**RIZZETTA & COMPANY,
INCORPORATED**

William J. Rizzetta, President

EXHIBIT F

FORM OF CERTIFICATE OF DEVELOPER

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (the “Developer”), DOES HEREBY CERTIFY, that:

1. This Certificate of the Developer is furnished pursuant to Section 8(c) of the Bond Purchase Agreement dated May __, 2022 (the “Purchase Contract”) between Wiregrass II Community Development District (the “District”) and MBS Capital Markets LLC (the “Underwriter”) relating to the sale by the District of its \$_____ original aggregate principal amount of Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the “Bonds”). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Developer is a corporation organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated May __, 2022 (the “Preliminary Limited Offering Memorandum”), and a final Limited Offering Memorandum dated May __, 2022 (the “Limited Offering Memorandum” and, together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memoranda”).

4. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions “THE DEVELOPMENT,” “THE DEVELOPER,” “LITIGATION – The Developer,” and “CONTINUING DISCLOSURE – Developer Continuing Compliance” and with respect to the Developer and the Development (as defined in the Limited Offering Memoranda) under the caption “BONDOWNERS’ RISKS” and warrants and represents that such information did not as of its respective date, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memoranda that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. The Developer represents and warrants that it has complied with and will continue to comply with Chapters 190.009, Florida Statutes and 190.048, Florida Statutes, as amended.

6. 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 Memoranda and/or in all other information provided by the Developer to the Underwriter or the District.

7. The Developer hereby consents to the levy of the Series 2022 Assessments on the lands in the District owned by the Developer. The levy of the Series 2022 Assessments on the District lands 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.

8. 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.

9. The Developer acknowledges that the Bonds have the debt service requirements set forth in the Limited Offering Memoranda and that the Series 2022 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due.

10. To the best of our knowledge, the Developer is not in default under any resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject or by which the Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents to which the Developer is a party or on the Development and is not delinquent in the payment of all ad valorem, federal and state taxes associated with the Development.

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

12. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda. Except as otherwise described

in the Limited Offering Memoranda, (a) to the best of our knowledge, the Development is zoned and properly designated for its intended use; and (b) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Development as described in the Limited Offering Memoranda.

13. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2022 Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the Series 2022 Project and acceptance thereof by the District.

14. Except for certain quarterly filings and material event filings required to be made thereunder, within the last five (5) years the Developer has complied in all material respect with disclosure obligations pursuant to SEC Rule 15c2-12. The Developer hereby represents, warrants and certifies that it has procedures in place with respect to complying with its disclosure obligations and the Developer further represents that it anticipates satisfying all future disclosure obligations required pursuant to the Continuing Disclosure Agreement and SEC Rule 15c2-12.

15. The Developer is not insolvent and the Developer is not in default of any obligations to pay special assessments, except as disclosed in the Limited Offering Memoranda.

16. The current general development plans for the Development are as set forth in the Limited Offering Memorandum under the caption "THE DEVELOPMENT—Land Use/Phasing Plan" and "THE DEVELOPMENT – Development Status" and the status of sales activity and projected absorption is as set forth in the Limited Offering Memorandum under the caption "THE DEVELOPMENT—Model Homes/Sales Activity" and "THE DEVELOPMENT - Projected Absorption." The Developer is proceeding with all reasonable speed to develop the Development and to construct and sell residential units to members of the general public unrelated to the Developer. As of the date hereof, the Developer does not reasonably expect that it will be required to make any payments under the True-Up Agreement.

Dated: May __, 2022.

**TAYLOR MORRISON OF FLORIDA,
INC.,** a Florida corporation

Name:_____

Title:_____

EXHIBIT G

FORM OF OPINION OF COUNSEL TO DEVELOPER

May __, 2022

Wiregrass II Community Development District
Pasco County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$_____ Wiregrass II Community Development District Capital Improvement
Revenue Bonds, Series 2022 (Assessment Area Two) (together, the "Series 2022
Bonds")

Ladies and Gentlemen:

We are counsel to Taylor Morrison of Florida, Inc., a Florida corporation (the "Developer"), which is the developer of certain land within the Wiregrass II Community Development District (the "District") and planned to be developed into the community commonly referred to as Esplanade at Wiregrass Ranch (the "Development"), as both are described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Developer in connection with the issuance by the District of the Series 2022 Bonds as described in the District's Preliminary Limited Offering Memorandum dated May __, 2022, and the District's final Limited Offering Memorandum, dated May __, 2022, including the appendices attached to each (collectively, the "Limited Offering Memoranda"). It is our understanding that the Series 2022 Bonds are being issued to, among other things, provide funds to (i) pay a portion of the costs of the Series 2022 Project, (ii) fund the Series 2022 Reserve Accounts in an amount equal to the Series 2022 Reserve Account Requirement, (iii) fund a portion of the interest to become due on the Series 2022 Bonds, and (iv) pay certain costs of issuance of the Series 2022 Bonds.

In our capacity as counsel to the Developer, we have examined originals or copies identified to our satisfaction as being true copies of the Limited Offering Memoranda, the Agreement Regarding the True-Up and Payment of Special Assessments for Capital Improvement Revenue Bonds, Series 2022 by and between the District and the Developer dated May __, 2022, the Declaration of Consent to Jurisdiction and Imposition of Special Assessments for Assessment Area Two by the Developer dated May __, 2022, the Collateral Assignment and Assumption of Development and Contract Rights Relating to the Series 2022 Project among the District, the Developer and Locust Branch, LLC dated May __, 2022, the Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Series 2022 Assessments, and

Acknowledgment of Subordination among the District, Flycatcher Enterprises, LLC, and the Developer dated May __, 2022, the Certificate of Developer dated May __, 2022 and the Continuing Disclosure Agreement by and among the District, the Dissemination Agent, the Trustee, the Disclosure Representative named therein and the Developer dated May __, 2022 (collectively, the "Documents") and have made such examination of law as we have deemed necessary or appropriate in rendering this opinion. In connection with the forgoing, we have also reviewed and examined the Developer's Articles of Incorporation dated _____, and Good Standing Certificate dated _____, 2022 and Developer's bylaws (collectively, the "Organizational Documents").

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

In basing the opinions set forth in this opinion on "our knowledge", the words "our knowledge" signify that, in the course of our representation of Developer, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing Developer in connection with this transaction.

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

1. The Developer is a corporation organized and lawfully existing and qualified to do business under the laws of the State of Florida.
2. The Developer has the power to conduct its business and to undertake the Development as described in the Limited Offering Memoranda and to enter into the Documents.
3. The Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Assuming the due authorization, execution and delivery of such Documents by any other parties thereto and their authority to perform such instruments, the Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms.
4. Nothing has come to our attention that would lead us to believe the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer, the Development and non-specified Bondholder risks), "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Developer Continuing Compliance" does not accurately and fairly present the information purported to be shown or contains any untrue statement of a

material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the respective dates of the Limited Offering Memoranda or as of the date hereof.

5. The execution, delivery and performance of the Documents by the Developer do not violate (i) the Organizational Documents, (ii) to our knowledge, any agreement, instrument or federal or Florida law, rule or regulation known to us to which the Developer is a party or by which Developer's assets are or may be bound; or (iii) to our knowledge, any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

6. Nothing has come to our attention that would lead us to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda (a) we have no knowledge that the Developer has not received all government permits, approvals, consents and licenses required in connection with the construction and completion of the Development as described in the Limited Offering Memoranda, other than certain government permits, approvals, consents and licenses which are expected to be received in the ordinary course as needed; and (b) we have no actual knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Development as described in the Limited Offering Memoranda.

7. To our knowledge, the levy of the Series 2022 Assessments on the lands within Assessment Area Two (as described in the Limited Offering Memoranda) 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 the Developer or any of its property or assets is subject.

8. To our knowledge, there is no litigation pending, and to the best of our knowledge, threatened, which would prevent or prohibit the development of the Development in accordance with the descriptions thereof in the Limited Offering Memoranda or which could result in any material adverse change in the respective business, properties, assets or financial condition of the Developer.

9. To our knowledge, 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. To our knowledge, 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.

10. To our knowledge, 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 Series 2022 Bonds or the Development.

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

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and we express no opinion with respect to the laws of any other jurisdiction. This letter is for the benefit of and may be relied upon solely by the addressees.

Sincerely,

J. Wayne Crosby, P.A.

EXHIBIT H

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

May __, 2022

Board of Supervisors
Wiregrass II Community Development
District
Pasco County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Wiregrass II Community Development District Capital
Improvement Revenue Bonds, Series 2022 (Assessment Area Two)
(the "Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Wiregrass II Community Development District (the "District"). This Certificate is furnished pursuant to Section 8(c) of the Bond Purchase Agreement dated May __, 2022 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated May __, 2022 relating to the Bonds (the "Limited Offering Memorandum").

1. Atwell, LLC (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Supplemental Engineer's Report dated [April 2022] (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. It is our professional opinion that the Capital Improvement Program ("CIP"), as defined in the Report, is feasible and that the cost estimates contained therein are reasonable and represent the estimated actual cost of construction of the improvements and work product. Further, the CIP, which includes the Series 2022 Project, represents a system of improvements benefitting all lands within the District.

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 2022 Project. The Series 2022 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 respective 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 CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT" 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 2022 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 2022 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.

ATWELL, LLC

Name: _____
Title: _____

EXHIBIT I

FORM OF ISSUE PRICE CERTIFICATE

\$_____

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
(PASCO COUNTY, FLORIDA)**

**CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022
(ASSESSMENT AREA TWO)**

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”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *Issuer* means Wiregrass II Community Development District.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *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 May __, 2022.

(e) *Underwriter* means (i) 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 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. ***Reserve Account.*** The requirement that the Series 2022 Reserve Account be funded in the amount of the initial Series 2022 Reserve Account Requirement is necessary and a vital factor in marketing the bonds and in obtaining the interest rates obtained which rates are comparable to that for other bonds issued of the same character priced on the same date.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

Brett Sealy, Managing Partner

Dated: May __, 2022

SCHEDULE A
SALE PRICES OF THE BONDS

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS AND PRICES

EXHIBIT J-1

FORM OF CERTIFICATE OF MASTER DEVELOPER

The undersigned, the duly authorized representative Locust Branch, LLC (the “Master Developer”), the Master Developer of Wiregrass Ranch (“Wiregrass Ranch”), does hereby certify to the WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT (the “District”) and MBS CAPITAL MARKETS, LLC (the “Underwriter”) that:

1. This certificate is delivered by the Master Developer pursuant to Section 8(c) of the Bond Purchase Agreement, dated May __, 2022, 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 2022 (Assessment Area Two) (the “Series 2022 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 May __, 2022 (the “Limited Offering Memorandum”) and the Bond Purchase Agreement.

2. The Master 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 Wiregrass Ranch and is the owner of the entitlements granted in the development order governing the District. The membership interests of the Master Developer are owned by multiple entities by and for the benefit of various members of the Porter family and the Porter family trusts (collectively, the “Porter Entities”). The Master Developer and the Porter Entities entered into that certain development agreement dated August 1, 2007, as amended and restated on August 1, 2010, whereby the Master Developer shall serve as the developer of Wiregrass Ranch.

3. Representatives of the Master Developer have provided information to the District to be used in connection with the offering by the District of its Series 2022 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 Master Developer which has not been disclosed in the Limited Offering Memorandum and/or in all other information provided by the Master Developer to the Underwriter or the District.

5. The Master 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 Master 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.

6. The information contained in the Limited Offering Memorandum under the headings "THE MASTER DEVELOPER" and, as it pertains to the Master Developer and its interests in Wiregrass Ranch, under the headings "INTRODUCTION," "THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT," "WIREGRASS RANCH," and "LITIGATION – The Master 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.

7. There has been no action taken by or omitted by the Master Developer that impairs the contemplated transactions by the District with respect to the Series 2022 Bonds, including: (a) the issuance and sale of the Series 2022 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 Series 2022 Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2022 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 Master Developer acknowledges and consents to those provisions of the Bond Purchase Agreement which reference it.

8. 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 Master 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 Master 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 Master Developer's knowledge, conflict with or constitute on the part of the Master 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 2022 Bonds or Wiregrass Ranch.

9. The Master Developer is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master 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 2022 Bonds or Wiregrass Ranch.

10. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened, to the best of the Master Developer's knowledge, against the Master Developer: (a) seeking to restrain or enjoin the issuance or delivery of the

Series 2022 Bonds or the application of the proceeds thereof, or the levy or collection of the Series 2022 Assessments, (b) contesting or affecting the authority for the issuance of the Series 2022 Bonds or the validity or enforceability of the Series 2022 Bonds, the Indenture, the Bond Purchase Agreement, the Financing Documents, or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence, of the Master 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 Master Developer, including its power to develop Wiregrass Ranch.

11. The Master Developer is complying in all material respects with all provisions of applicable law in all material matters relating to Wiregrass Ranch and the District and its undertaking as described in the Limited Offering Memorandum and the Indenture including applying for all necessary permits. The Master Developer hereby certifies that: (a) it has the appropriate land use and zoning approvals under the Comprehensive Plan for Pasco County and the Land Development Code approved by Pasco County to permit the development of Wiregrass Ranch, include the Development (as described in the Limited Offering Memorandum) and the construction of the improvements as described in the Limited Offering Memorandum under the headings of "WIREGRASS RANCH" and "THE DEVELOPMENT", (b) the Master 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 Series 2022 Project (as described in the Limited Offering Memorandum) or the Master Developer's ability to complete the development of Wiregrass Ranch or the Developer's ability to develop the Development as described in the Limited Offering Memorandum and all appendices thereto, and (c) assuming compliance by the Master Developer with the material conditions of the Comprehensive Plan for Pasco County, the Pasco County Land Development Code and zoning requirements, all of which conditions are within the control of the Master 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, Wiregrass Ranch, including the Development, and the District will be able to be developed as described in the Limited Offering Memorandum.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Master Developer as of this ____ day of May, 2022.

LOCUST BRANCH, LLC,
a Florida limited liability company

Name: _____
Title: _____

EXHIBIT J-2

FORM OF CERTIFICATE OF MASTER LANDOWNER

The undersigned, the duly authorized representative of Wiregrass Ranch, Inc., Flycatcher Enterprises, LLC ("Flycatcher") and Maggie Pond (collectively, the "Master Landowner"), the Master Landowner of Wiregrass Ranch ("Wiregrass Ranch"), does hereby certify to the WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT (the "District") and MBS CAPITAL MARKETS, LLC (the "Underwriter") that:

1. This certificate is delivered by the Master Landowner pursuant to Section 8(c) of the Bond Purchase Agreement, dated May __, 2022, 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 2022 (Assessment Area Two) (the "Series 2022 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 May __, 2022 (the "Limited Offering Memorandum") and the Bond Purchase Agreement.

2. Representatives of the Master Landowner have provided information to the District to be used in connection with the offering by the District of its Series 2022 Bonds pursuant to the Limited Offering Memorandum.

3. The Tri-Party Agreement Relating to Acknowledgment of Jurisdiction, Imposition of Series 2022 Assessments, and Acknowledgment of Subordination (Series 2022 Bonds) dated May __, 2022, executed by the Flycatcher and recorded in the public records of Pasco County, Florida (the "Tri-Party Agreement"), constitutes a valid and binding obligation of Flycatcher enforceable against Flycatcher in accordance with its terms.

4. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Master Landowner which has not been disclosed in the Limited Offering Memorandum and/or in all other information provided by the Master Landowner to the Underwriter or the District.

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

6. The information contained in the Limited Offering Memorandum under the heading "THE MASTER LANDOWNER" 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.

7. There has been no action taken by or omitted by the Master Landowner that impairs the contemplated transactions by the District with respect to the Series 2022 Bonds, including: (a) the issuance and sale of the Series 2022 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 Series 2022 Project (as described in the Limited Offering Memorandum); and (d) the execution, delivery and receipt of the Bond Purchase Agreement, the Series 2022 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.

8. 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 Master Landowner a breach or violation of the terms and provisions of, or constitute a default under any existing agreement or indenture, mortgage, lease, deed of trust, note or other instrument, to which the Master Landowner 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 Master Landowner's knowledge, conflict with or constitute on the part of the Master Landowner 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 2022 Bonds or Wiregrass Ranch.

9. The Master Landowner is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Master Landowner is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the Series 2022 Bonds or Wiregrass Ranch.

10. There is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened, to the best of the Master Landowner's knowledge, against the Master Landowner: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds or the application of the proceeds thereof, or the levy or collection of the Series 2022 Assessments, (b) contesting or affecting the authority for the issuance of the Series 2022 Bonds or the validity or enforceability of the Series 2022 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 Master Landowner 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 Master Landowner.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands for and on behalf of the Master Landowner as of this ____ day of May, 2022.

WIREGRASS RANCH, INC., a Florida Corporation

Name:_____
Title:_____

FLYCATCHER ENTERPRISES, LLC, a Florida limited liability company

Name:_____
Title:_____

MAGGIE POND, LLC, a Florida limited liability company

Name:_____
Title:_____

EXHIBIT K

FORM OF OPINION OF COUNSEL TO MASTER DEVELOPER AND MASTER LANDOWNER

May __, 2022

Wiregrass II Community Development District
Pasco County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$_____ Wiregrass II Community Development District Capital
Improvement
Revenue Bonds, Series 2022 (Assessment Area Two)

Ladies and Gentlemen:

We are counsel to Wiregrass Ranch, Inc., Flycatcher Enterprises, LLC (“Flycatcher”), and Maggie Pond, LLC (collectively, the “Master Landowner”) and Locust Branch, LLC (the “Master Developer”) which is the Master Developer of Wiregrass Ranch (“Wiregrass Ranch”) located in unincorporated Pasco County, Florida. We have served as counsel to the Master Landowner and the Master Developer in connection with the issuance by Wiregrass II Community Development District (the “District”) of its \$_____ Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the “Series 2022 Bonds”) as described in the District’s Limited Offering Memorandum dated May __, 2022 (the “Limited Offering Memorandum”). Unless otherwise expressly defined herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Agreement for the Series 2022 Bonds.

1. Wiregrass Ranch, Inc. is a Florida corporation, duly organized and validly existing and in good standing under the laws of the State of Florida and authorized to do business in the State of Florida. Flycatcher is a Florida limited liability company, duly organized and validly existing and in good standing under the laws of the State of Florida and authorized to do business in the State of Florida. Maggie Pond, LLC is a Florida limited liability company, duly organized and validly existing and in good standing under the laws of the State

of Florida and authorized to do business in the State of Florida. The Master Developer is a Florida limited liability company, duly organized and validly existing and in good standing under the laws of the State of Florida and authorized to do business in the State of Florida. The execution, delivery and performance by the Master Developer and Flycatcher of the Financing Documents to which each is a party is within the Master Developer's and Flycatcher's powers and duly authorized by all applicable agreements and certificates. The Financing Documents to which the Master Developer or Flycatcher is a party are each in full force and effect, are the legal, valid and binding obligations of the Master Developer and Flycatcher, enforceable in accordance with their respective terms, and no event has occurred under such instruments which constitutes, or which with the passage of time, the giving of notice or both, would constitute, an event of default thereunder.

2. The Master Developer has the power to conduct its business and to undertake the improvements to Wiregrass Ranch as described in the Limited Offering Memorandum.

3. The execution and delivery by the Master Developer or Flycatcher of the Financing Documents to which each is a party does not violate (i) the Master Developer's or Flycatcher's organizational and operating documents, (ii) to our knowledge, any agreement, instrument or federal or Florida law, rule or regulation known to us to which the Master Developer or Flycatcher is a party or by which the Master Developer's or Flycatcher's assets are or may be bound; or (iii) to our knowledge, violate any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Master Developer or Flycatcher or their assets.

4. Neither the Master Developer nor Flycatcher is in default under its organizational or operational documents or, under its company resolutions and/or affidavits.

6. To our knowledge, after investigation, information contained in the Limited Offering Memorandum under the captions "THE MASTER LANDOWNER," "THE MASTER DEVELOPER," "WIREGRASS RANCH," and "LITIGATION – The Master Developer," as to the Master Landowner or Master Developer, as applicable, accurately and fairly presents the information purported to be shown and neither contains any untrue statement of a material fact or omits to state any material fact necessary 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 or as of the date of such opinion.

8. To our knowledge, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or threatened against the Master Landowner or Master Developer: (a) seeking to restrain or enjoin Flycatcher or the Master Developer from executing and delivering the Financing Documents to which each is a party, (b) contesting the validity or enforceability of the Financing Documents or the transactions contemplated thereunder, (c) contesting or affecting the existence of the Master Landowner or Master Developer or the election or appointment of any of its officers or directors, or (d)

contesting or affecting any of the corporate powers of Flycatcher or the Master Developer which would impact its assets or financial condition in such manner as to materially adversely affect Flycatcher's or the Master Developer's ability to perform its obligations under the Financing Documents to which it is a party or with respect to the Master Developer, as to the development of Wiregrass Ranch as described in the Limited Offering Memorandum.

Sincerely,

Tab 5B

SECOND SUPPLEMENTAL TRUST INDENTURE

**WIREGRASS II
COMMUNITY DEVELOPMENT DISTRICT**

**TO
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS SUCCESSOR IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE**

Dated as of May 1, 2022

TABLE OF CONTENTS

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

ARTICLE I DEFINITIONS

Section 101.	Definitions.....	4
--------------	------------------	---

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2022 BONDS

Section 201.	Authorization of Series 2022 Bonds; Book-Entry Only Form.....	8
Section 202.	Terms	10
Section 203.	Dating; Interest Accrual.....	10
Section 204.	Denominations.....	10
Section 205.	Paying Agent.....	10
Section 206.	Bond Registrar.....	10
Section 207.	Conditions Precedent to Issuance of Series 2022 Bonds.....	11

ARTICLE III REDEMPTION OF SERIES 2022 BONDS

Section 301.	Bonds Subject to Redemption	11
--------------	-----------------------------------	----

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

Section 401.	Establishment of Accounts	12
Section 402.	Use of Series 2022 Bond Proceeds	12
Section 403.	Series 2022 Acquisition and Construction Account; Series 2022 Costs of Issuance Account.....	13
Section 404.	Series 2022 Capitalized Interest Account	14
Section 405.	Series 2022 Reserve Account	14
Section 406.	Amortization Installments; Selection of Bonds for Redemption	15
Section 407.	Tax Covenants	15
Section 408.	Series 2022 Revenue Account; Application of Revenues and Investment Earnings	15

ARTICLE V CONCERNING THE TRUSTEE

Section 501.	Acceptance by Trustee.....	18
Section 502.	Limitation of Trustee's Responsibility.....	18
Section 503.	Trustee's Duties	18

**ARTICLE VI
ADDITIONAL BONDS**

Section 601.	No Parity Bonds; Limitation on Parity Assessments	18
--------------	---	----

**ARTICLE VII
MISCELLANEOUS**

Section 701.	Confirmation of Master Indenture.....	19
Section 702.	Continuing Disclosure Agreement.....	19
Section 703.	Additional Covenant Regarding Assessments.....	19
Section 704.	Collection of Assessments	19
Section 705.	Foreclosure of Assessment Lien.....	20
Section 706.	Owner Direction and Consent with Respect to Series 2022 Acquisition and Construction Account Upon Occurrence of Event of Default	20
Section 707.	Assignment of District's Rights Under Collateral Assignment.....	21
Section 708.	Enforcement of True-Up Agreement and Completion Agreement	21
Section 709.	Payment of Rebate Amount	21

Exhibit A – Description of Series 2022 Project

Exhibit B – Form of Series 2022 Bonds

Exhibit C – Form of Requisition for Series 2022 Project

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this "Second Supplemental Indenture") is dated as of May 1, 2022, from **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 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, 2020 (the "Master Indenture" and together with this Second Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Wiregrass II 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. 2020-08, adopted by the Governing Body of the District on June 25, 2020, the District has authorized the issuance, sale and delivery of not to exceed \$42,915,000 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 Sixth Judicial Circuit of Florida, in and for Pasco County on October 1, 2020, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2020-06, on June 25, 2020, 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. 2020-11, on August 27, 2020, 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. 2022-[], adopted by the Governing Body of the District on [April 28], 2022, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Series 2022 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed

the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2022 Bonds and to set forth the terms of the Series 2022 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2022 Bonds to (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2022 Project (as defined herein), (ii) pay certain costs associated with the issuance of the Series 2022 Bonds, (iii) make a deposit into the Series 2022 Reserve Account to be held for the benefit of all of the Series 2022 Bonds, and (iv) pay a portion of the interest to become due on the Series 2022 Bonds; and

WHEREAS, the Series 2022 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 2022 Project (the "Series 2022 Assessments"); and

WHEREAS, the execution and delivery of the Series 2022 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2022 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2022 Trust Estate (hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND 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 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2022 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2022 Bonds (a) has executed and delivered this Second 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 2022 Assessments (the "Series 2022 Pledged Revenues") and the Funds and Accounts (except for the Series 2022 Rebate Account) established hereby (the "Series 2022 Pledged Funds") which shall constitute the Trust Estate securing the Series 2022 Bonds (the "Series 2022 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 2022 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2022 Bond over any other Series 2022 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 2022 Bonds or any Series 2022 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2022 Bonds and this Second 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 Second 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 Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2022 Bonds or any Series 2022 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2022 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 Second Supplemental Indenture) and this Second 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 2022 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 Area Two" shall mean the approximately [___] gross acres within the District anticipated to include [___] residential units, as more fully described in the Engineer's Report and the Assessment Methodology.

"Assessment Methodology" shall mean the Amended and Restated Master Special Assessment Allocation Report, dated ~~June 25, 2020, amended~~ October 22, 2020, as supplemented by the Final Supplemental Special Assessment Allocation Report (Series 2022 Bonds), dated [____], 2022, each 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 2022 Bonds as to which such reference is made to enable such Series 2022 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 2022 Bonds as securities depository.

"Collateral Assignment" shall mean the [Collateral Assignment and Assumption of Development and Contract Rights (Series 2022 Project)] among the District, the Landowner and the Developer, dated as of [Closing Date].

"Completion Agreement" shall mean the [Agreement Regarding the Completion of Certain Improvements (Series 2022 Project)] between the District and the Developer, dated as of [Closing Date].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, by and among the District, the Developer and Rizzetta & Company, Incorporated, as dissemination agent, dated as of [Closing Date].

"Delinquent Assessment Interest" shall mean Series 2022 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2022 Assessment Interest has, or would have, become delinquent under State law or the Series 2022 Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2022 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2022 Assessment Principal has, or would have, become delinquent under State law or the Series 2022 Assessment Proceedings applicable thereto.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

"Developer" shall mean Locust Branch, LLC, a Florida limited liability company.

"DTC" shall mean The Depository Trust Company, and its successors and assigns.

"Engineer's Report" shall mean the Master Engineer's Report dated June 2020, prepared by Waldrop Engineering, LLC, as supplemented by that [Supplemental Engineer's Report], dated [_____], 2022, prepared by Atwell, LLC, a copy of which is attached hereto as Exhibit A.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2022.

"Landowner" shall mean Taylor Morrison of Florida, Inc., a Florida corporation.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2022 Bonds.

"Methodology Consultant" shall mean Rizzetta & Company, Incorporated.

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

"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 2022 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2022 Bonds.

"Reserve Account Release Conditions" shall mean, collectively, that (i) all residential units subject to Series 2022 Assessments have been built, sold and closed with end users, and (ii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2022 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the event in clause (i) has occurred and affirming clause (ii), on which certifications the Trustee may conclusively rely.

"Series 2022 Assessment Interest" shall mean the interest on the Series 2022 Assessments which is pledged to the Series 2022 Bonds.

"Series 2022 Assessment Principal" shall mean the principal amount of Series 2022 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2022 Bonds, other than applicable Delinquent Assessment Principal and Series 2022 Prepayments.

"Series 2022 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2022 Assessments which include Resolution Nos. 2020-06, 2020-07, 2020-11 and 2022-[_], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2022 Assessments and the Assessment Methodology as approved thereby.

"Series 2022 Assessment Revenues" shall mean all revenues derived by the District from the Series 2022 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 2022 Bonds.

"Series 2022 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2022 Assessment Proceedings.

"Series 2022 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 2022 Prepayment Interest" shall mean the interest on the Series 2022 Prepayments received by the District.

"Series 2022 Prepayments" shall mean the excess amount of Series 2022 Assessment Principal received by the District over the Series 2022 Assessment Principal included within a Series 2022 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 2022 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2022 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2022 Project" shall mean that portion of the Capital Improvement Program to be financed in part with the proceeds of the Series 2022 Bonds on deposit in the Series 2022 Acquisition and Construction Account, as more particularly described in the Engineer's Report.

"Series 2022 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions are met, at which time and thereafter the Series 2022 Reserve Account Requirement shall be an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2022 Bonds, the Series 2022 Reserve Account Requirement shall be \$[RAR].

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2022 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2022 Bonds is levied on tax parcels within Assessment Area Two 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 [Agreement Regarding the True-Up and Payment of Special Assessments (Series 2022 Project)] between the District and the Landowner, dated as of [Closing Date].

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2022 BONDS

Section 201. Authorization of Series 2022 Bonds; Book-Entry Only Form. The Series 2022 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two)." The Series 2022 Bonds shall be substantially in the form attached hereto as Exhibit B. Each Series 2022 Bond shall bear the designation "2022R" and shall be numbered consecutively from 1 upwards.

The Series 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2022 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 2022 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 2022 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 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2022 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2022 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2022 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2022 Bond, for the purpose of registering transfers with respect to such Series 2022 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2022 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 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2022 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 Second 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 2022

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 2022 Bonds, or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2022 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 2022 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2022 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 2022 Bond shall be dated [Closing Date]. Each Series 2022 Bond shall also bear its date of authentication. Each Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2022 Bond has been paid, in which event such Series 2022 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2022 Bonds, in which event such Series 2022 Bond shall bear interest from its date. Interest on the Series 2022 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2022 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2022 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 2022 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2022 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the 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 2022 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Second 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 2022 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;
- (f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2022 Project;
- (g) a certificate of the Methodology Consultant addressing the validity of the Series 2022 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 2022 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 2022 BONDS

Section 301. Bonds Subject to Redemption. The Series 2022 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit B. Interest on Series 2022 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2022 Interest Account or from the Series 2022 Revenue Account to the extent moneys in the Series 2022

Interest Account are insufficient for such purpose. Moneys in the Series 2022 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2022 Bonds.

ARTICLE IV
DEPOSIT OF SERIES 2022 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 2022 Acquisition and Construction Account; and (ii) a Series 2022 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2022 Debt Service Account and therein a Series 2022 Sinking Fund Account, a Series 2022 Interest Account and a Series 2022 Capitalized Interest Account; and (ii) a Series 2022 Redemption Account and therein a Series 2022 Prepayment Subaccount and a Series 2022 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee a Series 2022 Reserve Account, which shall be held for the benefit of all of the Series 2022 Bonds, without distinction as to Series 2022 Bonds and without privilege or priority of one Series 2022 Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2022 Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2022 Rebate Account.

Section 402. Use of Series 2022 Bond Proceeds. The net proceeds of sale of the Series 2022 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2022 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), 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) \$[RAR], representing the Series 2022 Reserve Account Requirement at the time of issuance of the Series 2022 Bonds, shall be deposited to the credit of the Series 2022 Reserve Account;

(b) \$[COI], representing the costs of issuance relating to the Series 2022 Bonds, shall be deposited to the credit of the Series 2022 Costs of Issuance Account;

(c) \$[CAPI], representing Capitalized Interest on the Series 2022 Bonds through and including November 1, 2022, shall be deposited to the credit of the Series 2022 Capitalized Interest Account; and

(d) \$[CD] shall be deposited to the credit of the Series 2022 Acquisition and Construction Account.

Section 403. Series 2022 Acquisition and Construction Account; Series 2022 Costs of Issuance Account.

(a) Amounts on deposit in the Series 2022 Acquisition and Construction Account shall be applied to pay Costs of the Series 2022 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 2022 Acquisition and Construction Account is for a Cost of the Series 2022 Project. The Consulting Engineer shall establish a Date of Completion for the Series 2022 Project, and any balance remaining in the Series 2022 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 2022 Project which are required to be reserved in the Series 2022 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 to the Series 2022 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2022 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2022 Bond attached hereto as Exhibit B. Notwithstanding the foregoing, the District shall not establish a Date of Completion until after the Reserve Account Release Conditions have been satisfied and moneys have been transferred from the Series 2022 Reserve Account to the Series 2022 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 2022 Acquisition and Construction Account, such Account shall be closed.

(b) The amount deposited in the Series 2022 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 2022 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six (6) months from the date of issuance of the Series 2022 Bonds, any amounts deposited in the Series 2022 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 2022 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 2022 Bonds shall be paid from excess moneys on deposit in the Series 2022 Revenue

Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2022 Costs of Issuance Account shall be closed.

Section 404. Series 2022 Capitalized Interest Account. Amounts on deposit in the Series 2022 Capitalized Interest Account shall, until and including November 1, 2022, be transferred into the Series 2022 Interest Account and applied to the payment of interest first coming due on the Series 2022 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2022 Acquisition and Construction Account, whereupon the Series 2022 Capitalized Interest Account shall be closed.

Section 405. Series 2022 Reserve Account. The Series 2022 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2022 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2022 Reserve Account shall be used only for the purpose of making payments into the Series 2022 Interest Account and the Series 2022 Sinking Fund Account to pay Debt Service on the Series 2022 Bonds, when due, without distinction as to Series 2022 Bonds and without privilege or priority of one Series 2022 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2022 Reserve Account shall consist only of cash and Series 2022 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 2022 Reserve Account Requirement and to transfer any excess on deposit in the Series 2022 Reserve Account (i) resulting from Prepayments of Series 2022 Assessments into the Series 2022 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2022 Bonds, (ii) resulting from a reduction of the Series 2022 Reserve Account Requirement as the result of the Reserve Account Release Conditions being met into the Series 2022 Acquisition and Construction Account and used for the purposes of such Account, or (iii) resulting from investment earnings as provided in Section 408(f) herein.

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

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 2022 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 2022 Bonds shall be as set forth in the form of Series 2022 Bonds attached hereto.

(b) Upon any redemption of Series 2022 Bonds (other than Series 2022 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Second 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 2022 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2022 Revenue Account (i) Series 2022 Assessment Revenues other than Series 2022 Prepayments (which Series 2022 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 2022 Prepayment Subaccount), (ii)

Series 2022 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2022 Revenue Account.

(c) 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 2022 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2022 Revenue Account for deposit into the Series 2022 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 2022 Revenue Account to pay Debt Service coming due on the Series 2022 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2022 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2022 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2022 Bonds set forth in the form of Series 2022 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 from the Series 2022 Capitalized Interest Account to the Series 2022 Interest Account the lesser of (x) the amount of interest coming due on the Series 2022 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2022 Interest Account, or (y) the amount remaining in the Series 2022 Capitalized Interest Account. Following the foregoing transfer, 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 2022 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2022 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2022 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2022 Capitalized Interest Account in accordance with this Section 408(d) and (ii) the amount already on deposit in the Series 2022 Interest Account not previously credited;

SECOND, on May 1, 2023, and on each May 1 thereafter, to the Series 2022 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2022 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2022 Sinking Fund Account not previously credited;

THIRD, to the Series 2022 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2022 Reserve Account Requirement with respect to the Series 2022 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2022 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2022 Bonds, and then the balance shall be retained in the Series 2022 Revenue Account.

(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 2022 Revenue Account to the Series 2022 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 2022 Bonds shall be invested only in Series 2022 Investment Obligations. Earnings on investments in the Series 2022 Acquisition and Construction Account, the Series 2022 Interest Account and the Series 2022 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 2022 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2022 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2022 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 2022 Reserve Account as of the most recent date on which amounts on deposit in the Series 2022 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2022 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2022 Reserve Account shall be deposited into the Series 2022 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2022 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 2022 Reserve Account as of the most recent date on which amounts on deposit in the Series 2022 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2022 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2022 Reserve Account shall be retained in the Series 2022 Reserve Account until the amount on deposit therein is equal to the Series 2022 Reserve Account

Requirement, and then earnings on investments in the Series 2022 Reserve Account shall be deposited into the Series 2022 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2022 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 2022 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 Second 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 Second 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 2022 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2022 Trust Estate. The District further covenants and agrees that so long as the Series 2022 Assessments have not been Substantially Absorbed, it will not impose Assessments for capital projects on any lands subject to the Series 2022 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 2022 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 Second Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Second 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 Second Supplemental Indenture and to the Series 2022 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 Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2022 Assessment Proceedings heretofore adopted with respect to the Series 2022 Assessments, including the Assessment Methodology, and to levy the Series 2022 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 2022 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2022 Assessments levied on platted lots and pledged hereunder to secure the Series 2022 Bonds shall be collected pursuant to the Uniform Method, and Series 2022 Assessments levied on unplatted lands and pledged hereunder to secure the Series 2022 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 the Board determines that such method of collection is not in the best interest of the District; provided, however, that during an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2022 Assessments provided such method complies with Florida law.

(b) A proportionate amount of the Series 2022 Assessments that are collected directly by the District and not via the Uniform Method shall be due and

payable by each landowner no later than thirty (30) days prior to each respective 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 2022 Assessments and Series 2022 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2022 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2022 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 2022 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 2022 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 2022 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 2022 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 the 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 2022 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues and the Series 2022 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 2022 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2022 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 2022 Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 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 2022 Project that will cause the expenditure of additional funds from the Series 2022 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 2022 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 2022 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Wiregrass II Community Development District has caused this Second 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 Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Second Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Assistant Secretary

By:_____
Chairman, Board of Supervisors

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as successor in interest to U.S. Bank
National Association, as Trustee

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2022 PROJECT

[See Report of Consulting Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2022 BONDS

No. 2022R-

\$[]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022
(ASSESSMENT AREA TWO)**

Interest Rate	Maturity Date	Dated Date	CUSIP
%	May 1, 20[]	[Closing Date]	

Registered Owner: CEDE & CO.

Principal Amount:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 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 Trust Company, 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 2022 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 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 "Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two)" in the aggregate principal amount of \$[Bond Amount] (the "Series 2022 Bonds") issued under a Master Trust Indenture, dated as of November 1, 2020 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of May 1, 2022 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2022 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2022 Bonds to (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2022 Project, (ii) pay certain costs associated with the issuance of the Series 2022 Bonds, (iii) make a deposit into the Series 2022 Reserve Account to be held for the benefit of all of the Series 2022 Bonds, and (iv) pay a portion of the interest to become due on the Series 2022 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 2022 PLEDGED REVENUES AND THE SERIES 2022 PLEDGED FUNDS PLEDGED TO THE SERIES 2022 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2022 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 2022 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2022 Assessments, the terms and conditions under which the Series 2022 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 2022 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2022 Bonds are equally and ratably secured by the Series 2022 Trust Estate, without preference or priority of one Series 2022 Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on parity with the Series 2022 Bonds as to the lien and pledge of the Series 2022 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 2022 Assessments.

The Series 2022 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 2022 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 2022 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 2022 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2022 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 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

* Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

* Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

* Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

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

* Final maturity

As more particularly set forth in the Indenture, any Series 2022 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 2022 Bonds. Amortization Installments are also subject to recalculation, as provided in the

Supplemental Indenture, as the result of the redemption of Series 2022 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2022 Bonds as set forth in the Supplemental Indenture.

The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 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 2022 Project, by application of moneys transferred from the Series 2022 Acquisition and Construction Account to the Series 2022 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2022 Prepayments, required by the Indenture to be deposited into the Series 2022 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount resulting from a reduction in the Series 2022 Reserve Account Requirement resulting from Prepayments of Series 2022 Assessments as provided for in the Indenture; or

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

If less than all of the Series 2022 Bonds shall be called for redemption, the particular Series 2022 Bonds or portions of Series 2022 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 2022 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 2022 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 2022 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 2022 Bonds or such portions thereof on such date, interest on such Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022 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 2022 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 2022 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 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due

date, the lien of the Series 2022 Bonds as to the Series 2022 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the 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, Wiregrass II 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 Assistant Secretary to the Board of Supervisors.

Attest:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Assistant 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 TRUST COMPANY,
NATIONAL ASSOCIATION,**
as successor in interest to 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 Sixth Judicial Circuit of Florida, in and for Pasco County rendered on October 1, 2020.

Chairman, Board of Supervisors,
Wiregrass II
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 2022 PROJECT

The undersigned, an Authorized Officer of Wiregrass II 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 Trust Company, National Association, Orlando, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2020 (the "Master Indenture"), as supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of May 1, 2022 (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 2022 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 2022 Project and each represents a Cost of the Series 2022 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2022 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.

**WIREGRASS II 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 2022 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2022 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

Tab 5C

Tab 5D

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MAY __, 2022

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 2022 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.

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
(Pasco County, Florida)**

\$_____ * Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two)

Dated: Date of delivery

Due: May 1, as shown below

The \$_____ * Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Series 2022 Bonds") are being issued by the Wiregrass II Community Development District (the "District") pursuant to a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture dated as of May 1, 2022 (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2022 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that delivery of the Series 2022 Bonds to the initial purchasers thereof shall be in denominations of \$100,000 or 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. 19-03, enacted by the Board of County Commissioners of Pasco County, Florida (the "County"), on January 22, 2019, and effective January 25, 2019.

The Series 2022 Bonds are payable from and secured by the Series 2022 Trust Estate, which includes the Series 2022 Pledged Revenues and the Series 2022 Pledged Funds. The Series 2022 Pledged Revenues consist of the revenues derived by the District from non-ad valorem special assessments levied for Debt Service on the Series 2022 Bonds against the lands in the District that are subject to assessment as a result of the Series 2022 Project (as defined herein). The Series 2022 Pledged Funds consist of the Funds and Accounts (except for the Series 2022 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS."

The Series 2022 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 2022 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2022 Bonds will be paid from the sources described herein 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 2022 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 2022 Bond. See "DESCRIPTION OF THE SERIES 2022 BONDS - Book-Entry Only System" herein. The Series 2022 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve thirty-day months. Interest on the Series 2022 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2022.

Some or all of the Series 2022 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 2022 Bonds are being issued to: (i) finance a portion of the Cost of acquiring, constructing and equipping the Series 2022 Project, as more particularly described herein; (ii) pay certain costs associated with the

issuance of the Series 2022 Bonds; (iii) make a deposit into the Series 2022 Reserve Account to be held for the benefit of all of the Series 2022 Bonds; and (iv) pay a portion of the interest to become due on the Series 2022 Bonds.

NEITHER THE SERIES 2022 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 2022 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 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2022 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2022 PLEDGED REVENUES AND THE SERIES 2022 PLEDGED FUNDS, AS PROVIDED IN THE SERIES 2022 BONDS AND IN THE INDENTURE.

THE SERIES 2022 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 2022 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 TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2022 BONDS. THE SERIES 2022 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2022 BONDS NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT FOR THE SERIES 2022 BONDS OR A RATING FOR THE SERIES 2022 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2022 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 2022 Bonds. Investors must read this 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[†]

\$ _____ % Series 2022 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____[†]
\$ _____ % Series 2022 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____[†]
\$ _____ % Series 2022 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____[†]
\$ _____ % Series 2022 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____[†]

The Series 2022 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 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Master Developer by its counsel, Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., Sarasota, Florida, for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida, 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 2022 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about _____, 2022.

MBS CAPITAL MARKETS, LLC

Dated: _____, 2022

* Preliminary, subject to change.

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

RED HERRING LANGUAGE:

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. 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 2022 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.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Bill Porter[†], Chair
Colby Chandler[†], Vice Chair
Caitlin Chandler[†], Assistant Secretary
Hatcher Porter[†], Assistant Secretary
Quinn Porter[†], Assistant Secretary

DISTRICT MANAGER

Rizzetta & Company, Incorporated
Wesley Chapel, Florida

METHODOLOGY CONSULTANT

Rizzetta & Company, Incorporated
Wesley Chapel, Florida

DISTRICT COUNSEL

Kutak Rock LLP
Tallahassee, Florida

DISTRICT ENGINEER

Atwell, LLC
Tampa, Florida

BOND COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

[†] Affiliates of Master Developer, Master Landowner or related entities.

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 2022 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 Master Landowner, the Master Developer, the Developer, the District Engineer, the Methodology Consultant and other sources that are believed by the Underwriter to be reliable. The District, the Master Landowner, the Master Developer, 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, the Master Landowner, the Master Developer 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 TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2022 BONDS.

THE SERIES 2022 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 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, PASCO COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2022 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER PASCO 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 AND 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.

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

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
SUITABILITY FOR INVESTMENT	3
THE DISTRICT	4
General.....	4
Legal Powers and Authority	4
Board of Supervisors	5
District Manager and Other Consultants	6
PRIOR DISTRICT INDEBTEDNESS	6
THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT	7
ASSESSMENT METHODOLOGY.....	8
THE MASTER LANDOWNER	9
THE MASTER DEVELOPER.....	10
WIREGRASS RANCH.....	10
Overview	10
Existing Land Sales/Development Activity	11
Entitlements/Concurrency/Permits.....	13
THE DEVELOPMENT	16
General.....	16
Land Acquisition/Development Financing.....	17
Entitlements/Permitting	18
Utilities.....	19
Environmental Matters	19
Land Use/Phasing Plan.....	19
Assessment Areas.....	19
Development Status	20
Model Home/Sales Activity	21
Projected Absorption	21
Recreational Amenities.....	21
Marketing	21
Educational Facilities	22
Fees and Assessments.....	22
Competition	23
THE DEVELOPER	24
DESCRIPTION OF THE SERIES 2022 BONDS.....	24
General Description	24
Redemption Provisions for Series 2022 Bonds	25
Notice and Effect of Redemption	27
Book-Entry Only System	28
SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS	30
General.....	30
Funds and Accounts	31
Series 2022 Reserve Account and Series 2022 Reserve Account Requirement	31
Flow of Funds	32
Investments	33
Agreement for Assignment of Development Rights	34
Completion Agreement	35

True-Up Agreement	35
Enforcement of True-Up Agreement and Completion Agreement	35
Owner Direction and Consent with Respect to Series 2022 Acquisition and Construction Account Upon Occurrence of Event of Default	35
Covenants with Regard to Enforcement and Collection of Delinquent Assessments	36
Additional Covenants Regarding Series 2022 Assessments	37
No Parity Bonds; Limitation on Parity Assessments	37
Events of Default	37
Provisions Relating to Bankruptcy or Insolvency of Landowner	38
Re-Assessment	40
ENFORCEMENT OF ASSESSMENT COLLECTIONS	40
General	41
Direct Billing & Foreclosure Procedure	42
Uniform Method Procedure	42
ESTIMATED SOURCES AND USES OF BOND PROCEEDS	46
DEBT SERVICE REQUIREMENTS	47
BONDOWNERS' RISKS	48
Limited Pledge	48
Bankruptcy and Related Risks	48
Delay and Discretion Regarding Remedies	49
Limitation on Funds Available to Exercise Remedies	49
Determination of Land Value upon Default	49
Landowner Challenge of Assessed Valuation	49
Failure to Comply with Assessment Proceedings	50
Other Taxes	50
Inadequacy of Reserve Account	50
Economic Conditions	51
Concentration of Land Ownership in Developer	51
Undeveloped Land	51
Change in Development Plans	51
Bulk Sale of Land in Assessment Area Two	52
Completion of Series 2022 Project and CIP	52
Regulatory and Environmental Risks	53
District May Not be Able to Obtain Permits	53
Cybersecurity	53
Infectious Viruses and/or Diseases	53
Damage to District from Natural Disasters	54
Limited Secondary Market	54
Interest Rate Risk; No Rate Adjustment for Taxability	54
IRS Audit and Examination Risk	55
Florida Village Center CDD TAM	55
Legislative Proposals and State Tax Reform	56
Loss of Exemption from Securities Registration	57
Performance of District Professionals	57
Mortgage Default and FDIC	57
TAX MATTERS	57
Opinion of Bond Counsel	57
Internal Revenue Code of 1986	58

Collateral Tax Consequences	58
Florida Taxes	58
Other Tax Matters	58
[Original Issue Discount	59
[Bond Premium.....	59
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS.....	60
NO RATING OR CREDIT ENHANCEMENT	60
VALIDATION.....	60
LITIGATION.....	60
The District.....	60
The Master Developer	61
The Developer.....	61
CONTINUING DISCLOSURE	61
Developer Continuing Compliance	62
UNDERWRITING	62
LEGAL MATTERS	62
AGREEMENT BY THE STATE.....	62
FINANCIAL STATEMENTS.....	63
EXPERTS AND CONSULTANTS.....	63
CONTINGENT AND OTHER FEES.....	63
MISCELLANEOUS	63
 APPENDIX A – ENGINEER’S REPORTS	
APPENDIX B – ASSESSMENT REPORTS	
APPENDIX C – COPY OF THE MASTER INDENTURE AND FORM OF THE SECOND SUPPLEMENTAL INDENTURE	
APPENDIX D – FORM OF OPINION OF BOND COUNSEL	
APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT	
APPENDIX F – MAP OF MASTER PLAN FOR WIREGRASS RANCH	
APPENDIX G – AUDITED FINANCIAL STATEMENTS	

LIMITED OFFERING MEMORANDUM

relating to

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT (Pasco County, Florida)

\$_____ * Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Wiregrass II Community Development District (the "District"), in connection with the offering and issuance by the District of its Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Series 2022 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. 19-03 (the "Ordinance"), enacted by the Board of County Commissioners of Pasco County, Florida (the "County"), on January 22, 2019, and effective January 25, 2019. The Series 2022 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture dated as of May 1, 2022 (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), between the District and the Trustee, and resolutions of the District authorizing the issuance of the Series 2022 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 Second Supplemental Indenture, 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. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

THE SERIES 2022 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 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 acquisition, construction, installation, maintenance and operation of the major infrastructure necessary for

* Preliminary, subject to change.

community development in the master development known as Wiregrass Ranch, hereafter described. Locust Branch, LLC (the “Master Developer”) is the Master Developer of Wiregrass Ranch. Upon initial establishment of the District, the sole landowner within the District was the Master Landowner, as described herein under the caption “THE MASTER LANDOWNER.” As discussed in more detail herein, a portion of the lands within the District have been sold to Taylor Morrison of Florida, Inc. (the “Developer”) and it is anticipated that ultimately all of the lands within the District will be sold to the Developer for the development of Esplanade at Wiregrass Ranch (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 2022 Bonds are being issued for the primary purpose of financing a portion of the Costs of acquiring, constructing and equipping assessable improvements, as more fully described herein, paying certain costs associated with the issuance of the Series 2022 Bonds, making a deposit into the Series 2022 Reserve Account to be held for the benefit of all of the Series 2022 Bonds and paying a portion of the interest to become due on the Series 2022 Bonds.

The Series 2022 Bonds are payable from and secured by the revenues derived by the District from the Series 2022 Assessments and amounts in the Funds and Accounts (except for the Series 2022 Rebate Account) established by the Second Supplemental Indenture. Series 2022 Assessments (as defined in the Second Supplemental Indenture) will be levied on the portion of the District lands owned by the Developer and planned for 490 residential units (“Assessment Area Two”). The Series 2022 Assessments will be initially levied on the 172 platted units in Assessment Area Two on a per unit basis with the remainder allocated on a per acre basis to the remaining undeveloped lands within Assessment Area Two. As the remaining lands within Assessment Area Two are platted, the Series 2022 Assessments will be allocated on a first platted first assessed basis until all Series 2022 Assessments are assigned to the 490 residential units in Assessment Area Two. See, “ASSESSMENT METHODOLOGY” herein and “APPENDIX B – ASSESSMENT REPORTS” attached hereto.

The Series 2022 Assessments represent an allocation of a portion of the Costs of the Series 2022 Project (hereinafter defined), including bond financing costs, to Assessment Area Two in accordance with the Assessment Reports (as hereinafter defined), each as prepared by Rizzetta & Company, Incorporated, Wesley Chapel, Florida, attached hereto as composite 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, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, 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 Second Supplemental Indenture to mean, collectively, any Series 2022 Assessment Principal and Series 2022 Assessment Interest which are deposited by the District with the Trustee on or after May 1 of the year in which such Series 2022 Assessment Principal and

Series 2022 Assessment Interest has, or would have, become delinquent under State law or the Series 2022 Assessment Proceedings applicable thereto.

The District covenants and agrees in the Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2022 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2022 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2022 Assessments have not been Substantially Absorbed, it will not impose Assessments for capital projects on any lands subject to the Series 2022 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 2022 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 Second Supplemental Indenture to mean the date on which the principal amount of the Series 2022 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2022 Bonds is levied on tax parcels within Assessment Area Two 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 CIP (hereinafter defined) and the Series 2022 Project and the components thereof, Wiregrass Ranch and the Development, the Master Developer and the Developer, together with summaries of the terms of the Indenture, the Series 2022 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 2022 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 Second Supplemental Indenture are attached hereto as composite APPENDIX C. The information herein under the captions “THE MASTER LANDOWNER,” “THE MASTER DEVELOPER,” “WIREGRASS RANCH,” “THE DEVELOPMENT” and “THE DEVELOPER” has been furnished by the Master Developer and the Developer and has been included herein without independent investigation by the District or District Counsel or the Underwriter or its counsel, and the District and the Underwriter make no representation or warranty concerning the accuracy or completeness of such information. The Master Developer and the Developer make no representation or warranty as to the accuracy or completeness of information contained herein which has been furnished by any other party to the transactions contemplated hereby.

SUITABILITY FOR INVESTMENT

While the Series 2022 Bonds are not subject to registration under the Securities Act of 1933, as amended (the “Securities Act”), the Underwriter has determined that the Series 2022 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2022 Bonds only to, “accredited investors,” within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder (“Accredited Investors”). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2022 Bonds. Prospective investors in the Series 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2022 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 2022 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, and the opportunity to ask questions of the staff of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2022 Bonds. Prospective investors are encouraged to request such additional information, 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 is an independent local unit of special purpose government created in accordance with the Act. The District encompasses approximately 515.2 acres located immediately northeast of the intersection of Wiregrass Ranch Boulevard and Chancey Road within an unincorporated area of the County.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida (the "State"). The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) conservation areas, mitigation areas, and wildlife habitat; (v) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District, and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose

and foreclose special assessment liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and their respective term expiration dates are set forth below.

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Bill Porter [†]	Chair	November 2024
Colby Chandler [†]	Vice Chair	November 2024
Caitlin Chandler [†]	Assistant Secretary	November 2022
Hatcher Porter [†]	Assistant Secretary	November 2022
Quinn Porter [†]	Assistant Secretary	November 2022

[†] Affiliates of Master Developer, Master Landowner or related entities.

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 authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (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 Rizzetta & Company, Incorporated (the "District Manager") to serve as District Manager. The District Manager's office is located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 and its telephone number is (813) 994-1001.

The District Manager's typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and serving as governmental liaison for the District. The District Manager's responsibilities include, among other things, 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; Kutak Rock LLP, Tallahassee, Florida, as District Counsel; Atwell, LLC, Tampa, Florida, as District Engineer; and Rizzetta & Company, Incorporated, Wesley Chapel, Florida, as Methodology Consultant (the "Methodology Consultant") to prepare the Assessment Reports for the Series 2022 Bonds. Rizzetta & Company, Incorporated has not been engaged to provide advice regarding the structuring or pricing of the Series 2022 Bonds.

PRIOR DISTRICT INDEBTEDNESS

The District previously issued its \$10,705,000 Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), of which \$10,480,000 is Outstanding. The Series 2020 Bonds are secured by special assessments (the "Series 2020 Assessments") levied on the 385 platted lots in Phases 1 and 2 ("Assessment Area One"). As described herein, the District will issue its Series 2022 Bonds to support the development of the lands in the District constituting Phases 3 through 5 which are planned to be developed

into 490 lots (as previously defined, "Assessment Area Two"). The Series 2022 Assessments securing the Series 2022 Bonds will be levied on all assessable lands in Assessment Area Two. Assessment Area One and Assessment Area Two are separate and distinct areas and therefore the Series 2020 Assessments and the Series 2022 Assessments do not overlap.

THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT

Detailed information concerning the Capital Improvement Program ("CIP") is contained in the Master Engineer's Report approved by the District on June 25, 2020 (the "Master Engineer's Report") and detailed information concerning the Series 2022 Project is contained in the Supplemental Engineer's Report dated April 2022 (the "Supplemental Engineer's Report" and, together with the Master Engineer's Report, the "Engineer's Reports"), each prepared by the District Engineer and attached hereto as part of composite APPENDIX A. The information in this section relating to the CIP and the Series 2022 Project is qualified in its entirety by reference to such Engineer's Report, which should be read in its entirety.

As discussed in more detail herein under the headings "THE DEVELOPMENT – General" and "WIREGRASS RANCH," the boundaries of the District include approximately 515 acres which are situated in the larger approximately 5,143-acre Wiregrass Ranch master-planned community where a substantial amount of land sales and development activities have previously occurred and remain ongoing (see "WIREGRASS RANCH – Existing Land Sales/Development Activity" herein). The District is the second community development district to be established by petition of Locust Branch, LLC (previously defined herein as the "Master Developer") within Wiregrass Ranch and is planned to include an approximately 875-unit active adult community known as "Esplanade at Wiregrass Ranch" (previously defined herein as the "Development") being actively developed by Taylor Morrison of Florida, Inc. (previously defined herein as the "Developer"). It is anticipated that one (1) or more future community development districts will be established that, together with the initial district (the "Wiregrass CDD") and the District, will continue to fund the acquisition and/or construction of certain public infrastructure improvements required by the Wiregrass Ranch Governing Documents as defined and described in more detail under the heading "WIREGRASS RANCH - Entitlements/Concurrency/Permits." Such improvements primarily consist of major transportation arteries traversing Wiregrass Ranch and associated utilities, drainage, streetlighting and landscaping. A substantial portion of the major transportation improvements for Wiregrass Ranch have been completed including, without limitation, State Road 56 and Mansfield Boulevard as well as portions of Wiregrass Ranch Boulevard and Chancey Road. Such improvements have been funded by the Master Developer, the Developer, or other developers, as well as proceeds from bonds previously issued by the Wiregrass CDD and the District.

The CIP for the District is estimated to cost approximately \$33.9 million and includes the extension of two (2) adjacent/off-site roadway segments to the District including Phases 3A-3B and Phases 4A-D of Wiregrass Ranch Boulevard and Phases 3 and 4 of Chancey Road as illustrated in Exhibit 2 to the Master Engineer's Report attached hereto as Appendix A. The CIP also includes the associated storm water management; water, sewer and reclaimed extensions; streetlighting and underground utilities; public roadway landscaping and irrigation; environmental mitigation; professional services and fees; and contingency. The CIP does not include any of the on-site public infrastructure required for the District as such infrastructure has and will continue to be funded and constructed by the Developer.

As discussed in more detail under the heading "THE DEVELOPMENT – Land Acquisition/Development Financing," the Developer has completed the construction of Phase 3A of Wiregrass Ranch Boulevard extending from Chancey Road to the main entrance of the Development at an

estimated cost of approximately \$3.4 million including design, permitting and construction related expenses. Further, the District previously issued its Series 2020 Bonds to fund the next roadway segments of the CIP including Wiregrass Ranch Boulevard Phase 3B and Phases 4A-D which, together with the environmental mitigation costs, cost approximately \$16.15 million (the “Series 2020 Project”). Such segments are expected to be fully constructed by the fourth quarter of 2022 and will complete Wiregrass Ranch Boulevard in its entirety, thereby connecting it from State Road 56 to State Road 54.

The Series 2022 Project consists of a portion of the CIP in an approximate amount of \$18.65 million and includes the costs allocable to the construction of Phases 3 and 4 of Chancey Road in the estimated amount of \$15.0 million as well as the acquisition and/or construction of certain remaining costs of the Series 2020 Project in the amount of \$3.65 million (the “Series 2022 Project”). Proceeds of the Series 2022 Bonds will fund the acquisition and/or construction of a portion of the Series 2022 Project in the approximate amount of [\$12.2] million. After the issuance of the Series 2022 Bonds, the District does not anticipate issuing any additional Bonds to pay the costs of the Series 2022 Project. The remainder of the Series 2022 Project not funded with proceeds of the Series 2022 Bonds is anticipated to be funded with proceeds from the Master Developer. At the time of issuance of the Series 2022 Bonds, the Master Developer and the District will enter into an agreement (the “Completion Agreement”) whereby the Master Developer will agree to complete those portions of the Series 2022 Project not funded with proceeds of the Series 2022 Bonds (see “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2020 BONDS – Completion Agreement” and “BONDOWNERS’ RISKS – Completion of Series 2022 Project and CIP” herein). The District cannot make any representation that the Master Developer will have sufficient funds to complete the Series 2022 Project.

ASSESSMENT METHODOLOGY

Two (2) assessment areas have been established within the District known as Assessment Area One and Assessment Area Two. The District previously issued its Series 2020 Bonds which are secured by the Series 2022 Assessments levied on the 385 platted lots in Assessment Area One.

Additional development is currently underway in Assessment Area Two which generally consists of the remaining lands in the District comprising Phases 3 through 5. As previously indicated, Assessment Area Two is planned to be developed into 490 lots representing the final build-out of the District.

The District has previously adopted an Amended and Restated Master Special Assessment Allocation Report in October 2020 (the “Master Assessment Report”) and the Supplemental Special Assessment Allocation Report attached hereto as part of composite APPENDIX B (the “Supplemental Assessment Report” and, together with the Master Assessment Report, the “Assessment Reports”). The Master Assessment Report allocated the cost and benefit of the CIP over all assessable properties within the District. The Supplemental Assessment Report allocates a portion of the cost and benefit of the Series 2022 Project to Assessment Area Two based upon the projected number of equivalent assessment units planned for Assessment Area Two. Initially the Series 2022 Assessments are allocated to the assessable unsold/undeveloped lands within Assessment Area Two on an equal acreage basis. As the assessable parcels of land within Assessment Area Two are developed and platted, the Series 2022 Assessments are then allocated to platted units by product type as set forth in the Supplemental Assessment Report.

The lands within Assessment Area Two are planned to include 490 lots, of which 172 lots have been platted, thereby resulting in the allocation of approximately [\$X] million or [X%] of the Series 2022 Assessments to platted lots. The unassigned portion of the Series 2022 Assessments will be allocated to the

remaining 318 planned lots in Assessment Area Two upon their platting. The table below illustrates the principal and annual Series 2022 Assessments for the various products planned within Assessment Area Two.

Product Type	Units	Est. Series 2022 Bonds Principal Per Unit	Est. Series 2022 Bonds Gross Annual Debt Service Per Unit
Single Family 45-Foot	178		
Single Family 52-Foot	206		
Single Family 62-Foot	96		
Single Family 76-Foot	10		
Total	490		

THE MASTER LANDOWNER

The following information appearing below under the caption “THE MASTER LANDOWNER,” has been furnished by the Master Landowner and has not been independently verified by the District and its counsel or the Underwriter and its counsel. The information appearing below under the caption “THE MASTER DEVELOPER” and “WIREGRASS RANCH” has been furnished by the Master Developer and has not been independently verified by the District and its counsel or the Underwriter and its counsel. The information appearing below under the caption “THE DEVELOPMENT” and “THE DEVELOPER” has been furnished by the Developer and has not been independently verified by the District and its counsel or the Underwriter and its counsel. As discussed herein, the Series 2022 Assessments are levied on Assessment Area Two for which the Developer is currently the sole landowner. The obligation to pay the Series 2022 Assessments is limited solely to the obligation of any landowner within Assessment Area Two. Neither the Developer nor any other landowner in Assessment Area Two is a guarantor of payment on any property within the District and the recourse for any landowner’s failure to pay is limited to the applicable collection proceedings against the land subject to the Series 2022 Assessments.

Other than the land sales within Wiregrass Ranch that have occurred to date as more fully described under the heading “WIREGRASS RANCH – Existing Land Sales/Development Activity,” and inclusive of the lands within the District, the lands within Wiregrass Ranch are owned by multiple entities by and for the benefit of various members of the Porter family and the Porter family trusts (collectively, the “Porter Entities”). The portion of the lands located outside of the District are owned by three (3) of such entities consisting of Wiregrass Ranch, Inc., a Florida corporation, Flycatcher Enterprises, LLC, a Florida limited liability company, and Maggie Pond, LLC, a Florida limited liability company (collectively, the “Master Landowner”). [As discussed in more detail herein, the lands in the District have been sold to the Developer.]

The Porter family originally acquired approximately 14,000 acres in the early 1940’s from the Rockefeller Land Trust. Since the Porter Entities acquired the property, the property has been utilized primarily for agricultural operations, including citrus and cattle. In 1972, the first major land sale occurred, resulting in the development of the Saddlebrook Golf and Tennis Center located to the north of the Wiregrass Ranch development. A number of years later, additional land was sold which was then subsequently developed into the Meadow Pointe and Williamsburg communities situated to the south of Wiregrass Ranch. The Wiregrass Ranch development consists of approximately 5,143 acres. The Master Landowner continues to sell additional acreage in Wiregrass Ranch, some of which has been developed into various uses (see “WIREGRASS RANCH – Existing Land Sales/Development Activity”). Today, the

Porter family land holdings in Wiregrass Ranch total approximately [2,500] acres. Such acreage continues to include cattle operations.

While the Porter Entities continue to own such tracts of land for cattle ranching and other agricultural businesses, the Porter Entities may sell tracts of land to (i) developers/homebuilders for them to develop such tracts into finished lots for home construction thereon; (ii) apartment builders; (iii) developers of mixed-use properties for them to develop and sell finished parcels to end-users; and (iv) mixed-use end-users for self-development. Such purchasers will then develop the on-site (and off-site, as applicable) infrastructure required for their respective parcels.

Although the Master Landowner and the Master Developer (described below) are owned by related entities, the development of the lands within Wiregrass Ranch is being undertaken by the Master Developer and not by the Master Landowner.

THE MASTER DEVELOPER

The Master Developer is a Florida limited liability company that was formed in 2007 for the purpose of developing Wiregrass Ranch and is the owner of the entitlements granted in the development order governing the Wiregrass Ranch DRI (hereinafter defined). The membership interests of the Master Developer are owned by the Porter Entities. The Master Developer and the Porter Entities entered into that certain development agreement dated August 1, 2007, as amended and restated on August 1, 2010, whereby the Master Developer agreed to serve as the developer of Wiregrass Ranch. The agreement sets forth the obligations of the Master Developer which include, without limitation, (i) development of infrastructure required for Wiregrass Ranch; (ii) performing the obligations of the Wiregrass Ranch DRI; (iii) obtaining all required permits and approvals; and (iv) retaining all required professionals. Upon the sale of land by the Porter Entities, the Master Developer conveys entitlements to the respective purchaser for a negotiated entitlement purchase price.

As previously stated herein under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT,” at the time of issuance of the Series 2022 Bonds, the Master Developer and the District will enter into a Completion Agreement whereby the Master Developer will agree to complete those portions of the Series 2022 Project not funded with proceeds of the Series 2022 Bonds (see “SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS – Completion Agreement” and “BONDOWNERS RISKS – Completion of Series 2022 Project and CIP” herein).

WIREGRASS RANCH

Overview

Wiregrass Ranch encompasses approximately 5,143 acres and is located in an unincorporated area of Pasco County, Florida, known as Wesley Chapel. The master-planned residential and commercial community is generally bordered to the north by State Road 54, to the south by the Williamsburg and Meadow Pointe communities, to the west by State Road 581 (Bruce B. Downs Boulevard) and to the east by the Meadow Pointe community. State Road 56 bisects the southern portion of Wiregrass Ranch which provides 6-lane access to Interstate 75 located approximately two (2) miles from the western edge of the Wiregrass Ranch development. Wiregrass Ranch is located approximately twenty-two (22) miles from downtown Tampa, twenty-five (25) miles from the Westshore employment market (Tampa’s largest employment market) and twenty-eight (28) miles from the Tampa International Airport.

Wiregrass Ranch is situated just north of an area known as “New Tampa,” where a significant amount of development has occurred, and adjacent to an approximately six (6) mile segment of State Road 581 spanning from the Interstate 75 interchanges at State Road 581 and State Road 54 to the south and north, respectively. Over the past twenty (20) years, more than ten (10) master planned neighborhoods have been constructed in this area in addition to a significant amount of retail, commercial and office development. Some of the larger master-planned communities in this area include Tampa Palms, Seven Oaks, Meadow Pointe, Grand Hampton and Live Oak, all of which are within community development districts. Given the significant growth the area has experienced, coupled with the development activity that has occurred at Wiregrass Ranch, there are a myriad of retail, commercial, educational and healthcare options available within Wiregrass Ranch and in the surrounding areas.

Wiregrass Ranch was originally approved as a development of regional impact (the “Wiregrass Ranch DRI”) in July 2007 and [last modified in January 2019. Based upon the most recent modification, Wiregrass Ranch has been approved for up to 10,473 residential units; 9.3 million square feet of professional, medical, retail, commercial and light industrial space; 1,000 hotel rooms; 1,000 hospital beds; a community college with 4,000 full-time equivalent students; three (3) elementary schools; 300,000 square feet of attractions and recreational facilities; and an eighteen (18) hole golf course.] While the Porter Entities continue to own tracts of land for cattle ranching and other agricultural businesses, the Master Landowner may sell tracts of land in Wiregrass Ranch and the Master Developer intends to sell entitlements to (i) developers/homebuilders for them to develop such tracts into finished lots for home construction thereon; (ii) apartment builders; (iii) developers of mixed-use properties for them to develop and sell finished parcels to mixed-use end-users; and (iv) mixed-use end-users for self-development. Such purchasers will then develop the on-site (and off-site as applicable) infrastructure required for their respective parcels.

The following information is a description of the aforementioned development and sales activity that has occurred to date in Wiregrass Ranch (and adjacent parcels in the case of the middle school and high school). Please refer to APPENDIX F hereto for a master plan of Wiregrass Ranch detailing the location of the parcels referenced and described below.

Existing Land Sales/Development Activity

Residential. Wiregrass Ranch currently includes six (6) distinct neighborhoods (including the Esplanade community located in the District) offering a wide variety of home site, home plan, amenity and lifestyle options. Also located in Wiregrass Ranch is an apartment community and assisted living facility.

- **Estancia at Wiregrass (DRI Parcel S1).** This approximately 677-acre parcel is located east of State Road 581, north of Chancey Road and west of the continued expansion of Wiregrass Ranch Boulevard. The developer of this parcel is an affiliate of Lennar Homes, LLC. The neighborhood is adjacent west to the District, across Wiregrass Ranch Boulevard. Development activities commenced in May 2013 and current development plans contemplate the construction of approximately 1,181 residential units including single family homes, villas and townhomes. The neighborhood includes the “Estancia Club,” a 7,000 square foot clubhouse with a fitness center and meeting rooms, along with a zero-entry heated pool with tower water slide, Har-Tru tennis and basketball courts, and community walking trails and dog parks. Sales activity commenced in the first quarter of 2014 and approximately 1,019 homes have been sold. Lennar is currently offering homes at prices ranging from the high-\$300s to over \$950s and in size from approximately 1,625 to 5,621 square feet. More information can be obtained by visiting www.lennar.com. More information on the Estancia at Wiregrass CDD can be found by visiting www.emma.msrb.org.

- **The Ridge at Wiregrass Ranch (*Portion of DRI Parcel M23*).** This approximately 332-acre portion of DRI Parcel M23 is situated on the south side of State Road 56 and north and east of Mansfield Boulevard. This parcel was developed by an affiliate of GL Homes into an approximately 564-unit single-family residential community with recreational facilities. Sales commenced in mid-2015 and homes were offered generally ranging in price from \$300,000 to \$600,000. This neighborhood has been sold-out.
- **Windermere Estates at Wiregrass Ranch (*Portion of DRI Parcel M23*).** This approximately thirty-seven (37) acre portion of DRI Parcel M23 is situated on the south side of State Road 56 and north and east of Mansfield Boulevard. The developer of this parcel is an affiliate of M/I Homes. The community is planned to include 218 townhomes of which approximately 173 homes have been closed with homebuyers. More information can be obtained by visiting www.mihomes.com.
- **Persimmon Park (*Portion of DRI Parcel M21*).** This parcel is situated south of Chancey Road and west of Wiregrass Ranch Boulevard. The community is being developed by a joint venture consisting of affiliates of David Weekley and ICI Homes via development agreement with the Master Developer. This neighborhood is planned to include approximately 329 homes with development of the initial phase of 152 lots complete, [and all of the homes therein have been sold]. Homes are currently being marketed in the second phase of the community. Further information can be obtained by visiting www.davidweekleyhomes.com and www.icihomes.com.
- **Arbors at Wiregrass (*Portion of DRI Parcel M21*).** This approximately fifty-nine (59) acre portion of DRI Parcel M21 is situated south of Chancey Road and west of Wiregrass Ranch Boulevard. The developer of this parcel is an affiliate of Lennar Homes, LLC. This neighborhood is planned to include approximately 227 single-family detached and attached (townhomes and condominium) units. Development of the initial phase of 147 single-family homes and townhomes is complete, and all of the homes therein have been sold. [Development activities for the remaining planned eighty (80) townhome units has not yet commenced.]
- **Esplanade at Wiregrass Ranch (*DRI Parcel S2*).** As described further herein under the caption “THE DEVELOPMENT,” the boundaries of the District and the Development are co-terminus and encompass approximately 515 acres in the northeast portion of Wiregrass Ranch, located adjacent east to the Estancia at Wiregrass neighborhood across Wiregrass Ranch Boulevard. The developer of this parcel is the Developer and the neighborhood is planned for 875 age-restricted residential units being marketed as “Esplanade at Wiregrass Ranch” which is the first age-restricted neighborhood in Wiregrass Ranch. As discussed in more detail under the heading “THE DEVELOPMENT,” development activities in the District commenced in 2019 and home sales activity commenced soon thereafter in March 2020. Since opening to retail buyers, the Developer has entered into contracts for 163 homes in total to retail buyers as of March 31, 2022, of which 102 homes had closed. Home closing activity has largely occurred in Assessment Area One. As of March 31, 2022, the Developer had written sales contracts for sixteen (16) lots in Assessment Area Two.
- **Other Residential.** In addition to the above residential development, Horizon Wiregrass Ranch, located in DRI Parcel M20, offers upscale apartment living and Beach House Assisted Living and Memory Care, located in DRI Parcel M24, offers seniors a unique assisted living or memory care lifestyle.

Commercial. Wiregrass Ranch offers retail and shopping venues and restaurants. The Shops at Wiregrass (*DRI Parcel C6*) is an open-air retail and entertainment center located at the northeast corner of the State Road 581 and State Road 56 intersection. The Shops at Wiregrass opened in 2007 and includes approximately 640,000 square feet of retail, restaurants and entertainment featuring Macy's, Dillard's and 100 specialty retail stores. Expansion of the existing mall on the adjacent DRI Parcel C5 to the immediate east is contemplated to include 130,000 square feet of retail, a movie theater, restaurants, a "green" grocery anchor and 248 apartment units. Additional commercial growth includes a Walmart (*DRI Parcel C2*) that opened in 2014 and the planned construction of a 73,000 square feet Publix-anchored shopping plaza (*Portion of DRI Parcel M28*), each located at the northern boundary of Wiregrass Ranch. Additional commercial activity includes, but is not limited to, an Audi dealership, a Fairfield Inn, a Residence Inn (currently under construction), Advanced Auto Parts and various banking branches.

Corporate Office. Raymond James Financial (*DRI Parcel M8*) has acquired a sixty-five (65) acre parcel situated at the corner of State Road 56 and Mansfield Boulevard for the proposed development of an office complex up to 1 million square feet.

Medical. Wiregrass Ranch is home to a wide range of medical care options. Medical care can be obtained at Advent Health Hospital and Wellness Center (*Portions of DRI Parcel O2*), Florida Medical Clinic (*DRI Parcel M11*) and Farina Medical Plaza (*DRI Parcel M11*), each located along Bruce B. Downs Boulevard near the Shops at Wiregrass. In addition, North Tampa Behavioral (*Parcel M10*) was completed in 2013 and offers both inpatient and outpatient psychiatric and co-occurring treatment.

Recreational. In addition to the recreational facilities offered within the various neighborhoods, Wiregrass Ranch includes the approximately 138-acre Wiregrass Ranch Sports Campus located north of the Shops at Wiregrass. The sports campus opened in July 2020 and features outdoor fields and a 98,000 square feet indoor sports facility which houses eight (8) basketball courts, sixteen (16) volleyball courts, sixteen (16) pickleball courts, eight (8) futsal courts, two (2) cheer competition areas, a competition cheer studio, an athletic training area, a mezzanine overlooking the various activities and a restaurant. Such facilities may be expanded to include an additional approximately 50,000 square feet and additional outdoor fields.

Educational. Wiregrass Ranch is home to an elementary, middle and high school as well as Pasco-Hernando State College (*DRI Parcel M18*) which are all situated in the southern portion of Wiregrass Ranch or adjacent thereto. Up to three (3) additional elementary schools may be located in Wiregrass Ranch.

Entitlements/Concurrency/Permits

Wiregrass Ranch is located within the Wiregrass Ranch DRI which originally received development order approval in July 2007 and has since been amended multiple times and most recently in [January 2019] (as amended, the "Wiregrass Ranch DO"). Wiregrass Ranch also received zoning approval from the County as a mixed-use master planned unit development in July 2011, as amended (the "Wiregrass Ranch MPUD"). The Wiregrass Ranch development within the Wiregrass Ranch DRI is further regulated by the applicable provisions of the development agreement entered into by the County and the Master Developer effective April 2013, and since amended in August 2020 (as amended, the "Wiregrass Ranch Development Agreement"). Wiregrass Ranch is being developed consistent with the various Wiregrass Ranch governing documents including, without limitation, the Wiregrass Ranch DO, Wiregrass Ranch MPUD, Wiregrass Ranch Development Agreement, Wiregrass Ranch Boulevard Development Agreement and Wiregrass Ranch Master Roadway Plan (together, the "Wiregrass Ranch Governing

Documents”) with the land uses and development rights specified therein, subject to certain conditions and standards required for development approval in the Wiregrass Ranch Governing Documents.

Land Use. The lands within the Wiregrass Ranch DRI may be developed with up to the following development rights, which may be exchanged by the Master Developer in accordance with the land use exchange matrix, subject to certain maximum land use and entitlement limitations.

Land Use	Phase 1 10/29/2031	Phase 2 10/29/2035	Total
Residential (units)			
Single-Family	6,947	0	6,947
Multi-Family	<u>3,526</u>	<u>1,000</u>	<u>4,526</u>
Total	10,473	1,000	11,473
Retail (sq. ft.)	2,720,800	460,000	3,180,000
Hotels (rooms)	1,000		1,000
Office (sq. ft.)	4,000,000		4,000,000
Medical Office (sq. ft.)	1,600,000		1,600,000
Hospital (beds)	1,000		1,000
Community College (f.t.e students)	4,000		4,000
University (f.t.e students)	0		0
Light Industrial	1,000,000		1,000,000
Attractions/Recreation Facilities	300,000		300,000
Golf Course (Holes)	18		18
Elementary School	3		3

The authorized entitlements have not been assigned to specific development parcels within Wiregrass Ranch. Rather, the Master Developer will control the allocation, exchange, advancement and assignment of phased entitlements to specific parcels. As previously discussed, the District is planned to include approximately 875 residential units. Pursuant to the purchase and sale agreement with the Developer, a maximum of 900 residential entitlements has been assigned to lands within the District. As such, there are sufficient residential entitlements allocated and available to develop Assessment Area Two and the District as currently planned.

Assessment Area Two will be developed pursuant to Phase 1 of the Wiregrass Ranch DO. Phase 1 of the Wiregrass Ranch DRI has specific approval and Phase 2 has conceptual approval. The Phase 1 build-out date, as extended and revised, is [October 29, 2031], and conditional approval for Phase 2 has been extended to [October 29, 2035]. The Wiregrass Ranch DRI expiration date is [October 29, 2035], and therefore is not subject to downzoning or unit density reduction until then. As of this time, the Wiregrass Ranch development meets all requirements and conditions set forth in the Wiregrass Ranch Governing Documents as and when required, permitting continued development work in Assessment Area Two and the District.

Development Conditions. The Wiregrass Ranch Governing Documents set forth certain conditions related to water quality and drainage; wellfield protection, floodplain/disaster preparedness; vegetation and wildlife; wetlands; energy; air quality; utilities; historical and archaeological; transportation; recreation and open space; educational facilities; fire/police/libraries and government services; hurricane

preparedness; public transit; and affordable housing. Certain of the conditions of the Wiregrass Ranch Governing Documents are summarized below but are not meant to provide an exhaustive list of all of the conditions set forth in the Wiregrass Ranch Governing Documents.

Satisfaction of certain public facilities and services concurrency requirements have been and continue to be met with payment of applicable taxes, assessments and impact fees and, to the extent obligated, with the dedication of lands or easements for public purposes. The mitigation of transportation impacts for future development within the Wiregrass Ranch DRI is governed by, in addition to other Wiregrass Ranch Governing Documents, the Wiregrass Ranch Development Agreement. As amended in [August 2020], the Wiregrass Ranch Development Agreement eliminates the proportionate share mitigation dollar amount as well as certain Wiregrass Ranch DRI pipeline projects set forth in the Wiregrass Ranch DO and instead limits the transportation mitigation necessary to satisfy the requirements for all development entitlements to the list of pipeline projects (the “Pipeline Projects”) below, certain of which provide for the receipt of mobility fee credits:

- Design, construction and dedication of State Road 56/581 intersection (*completed*)
- Design, construction and dedication of State Road 56, from State Road 581 to Wiregrass Ranch Boulevard (*completed*)
- Design, construction and dedication of State Road 56, from Wiregrass Ranch Boulevard to Meadow Pointe Boulevard (*completed*)
- Design, construction and dedication of Mansfield Boulevard (*completed*)
- Design, construction and dedication of 581 Bypass/Loop Road as a 4-lane County Road facility, with right-of-way of 112 feet (with adjacent slope easements as may be required) between Bruce B. Downs Boulevard and Wiregrass Ranch Boulevard (*not required to start until 2029*)
- Payment of SR 54 Right-of-Way Acquisition Fund, unless FDOT agrees to replace or waive these County match funds (*partially completed*)
- Design, construction and dedication of the Park & Ride Facility (*completed*)
- Payment of mobility fees (*partially completed*)

To date, five (5) of the Pipeline Projects have been completed, including the construction of (i) State Road 56/State Road 581 intersection; (ii) State Road 56 from State Road 581 to Wiregrass Ranch Boulevard; (iii) State Road 56 from Wiregrass Ranch Boulevard to Meadow Pointe Boulevard; (iv) Mansfield Boulevard and (v) Park and Ride Facility. In aggregate, such improvements cost approximately [\$40 million].

Of the remaining Pipeline Projects, one (1) is an actual construction project which consists of the construction of a State Road 581 Bypass/Loop Road situated at the northern portion of the Wiregrass Ranch development. Such project is [estimated to cost approximately \$12 million, has a required financial assurance date of January 29, 2029 and a required start date of July 31, 2029]. Failure to meet these obligations could cause a delay or cessation of development and homebuilding activities in Wiregrass Ranch.

In addition to the Pipeline Projects discussed above, construction of the remaining segments of Wiregrass Ranch Boulevard as set forth in the Wiregrass Ranch Boulevard Development Agreement are required to be completed by December 31, 2023. As discussed in more detailed under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT,” [such segments have been funded

in part with proceeds of the Series 2020 Bonds and are expected to be completed by the fourth quarter of 2022].

The Master Developer will also remain obligated to comply with access management requirements and on-site transportation required for a particular site plan. According to the Master Developer, as of this time the Wiregrass Ranch development meets all concurrency and transportation mitigation requirements subject to the conditions set forth in the Wiregrass Ranch Governing Documents. Further, the Master Developer has indicated that the County currently has sufficient utility capacity to service the Wiregrass Ranch development. However, if the conditions of the Wiregrass Ranch Governing Documents are not met or the County does not have sufficient capacity to service the Wiregrass Ranch development, a delay or cessation of development and homebuilding activities could occur.

Further, in addition to the approvals described above, various permits and approvals are required to commence construction of the remaining infrastructure as required by the Wiregrass Ranch Governing Documents as described herein. As previously stated under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT,” Phase 3 of Chancey Road included as part of the Series 2022 Project has been fully designed and permitted with all permitting agencies and design and permitting for Chancey Road Phase 4 has not commenced.

THE DEVELOPMENT

General

The Development is a 55+ resort-lifestyle community located on approximately 515 acres in the northeast portion of Wiregrass Ranch, in DRI Parcel S2 of the Wiregrass Ranch Master Plan. The boundaries of the District and the Development are co-terminus. The Development is planned to include approximately 875 age-restricted, single-family residential units and is situated on the east side of Wiregrass Ranch Boulevard, a four-lane roadway that will ultimately run northwest/southeast diagonally through Wiregrass Ranch, and to the south by the planned extension of Chancey Road, a four-lane roadway traversing Wiregrass Ranch horizontally west to east. The main entrance to the Development situated at Wiregrass Ranch Boulevard has been constructed, providing access to the community. The Development is the sixth (6th) residential neighborhood being developed within Wiregrass Ranch and the first age-restricted neighborhood. The substantially developed Estancia at Wiregrass neighborhood sits adjacent west of the Development, across Wiregrass Ranch Boulevard.

The Development continues to be developed in phases by the Developer as land and entitlement purchases have been completed pursuant to a purchase and sale agreement with the Master Landowner and the Master Developer (the “PSA,” as hereinafter described). All homes in the Development are presently anticipated to be constructed, marketed and sold by the Developer. As indicated herein, the Development is currently planned to include 875 residential lots, comprised of the 385 platted lots in Assessment Area One and the planned 490 lots in Assessment Area Two, of which 172 have been developed and platted. As discussed herein, development and homebuilding activities within the Development are underway. Since opening to retail buyers in 2020, the Developer has entered into contracts with retail buyers for 163 homes in total as of March 31, 2022, of which 102 homes have closed. Home closing activity has largely occurred in Assessment Area One. As of March 31, 2022, the Developer had written sales contracts for sixteen (16) homes in Assessment Area Two.

As previously described herein under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT,” the Series 2022 Bonds are being issued to fund a portion of the Series 2022 Project primarily consisting of the extension of Chancey Road from its current terminus at the intersection of Wiregrass Ranch Boulevard to the easternmost border of the District. It is the current intent for the Developer to fund and construct all onsite infrastructure in the Development as set forth in the PSA.

Land Acquisition/Development Financing

On May 22, 2018, the Developer entered into the PSA, as amended, with the Master Landowner entities owning the property (the “Seller”) and the Master Developer for the purchase of the acreage constituting the Development and the entitlements for the development thereof, respectively. To date, the Developer acquired the 515 acres comprising the Development in three (3) takedowns for an aggregate purchase price of approximately \$18 million in cash. There are no mortgages on the property owned by the Developer other than that described below pertaining to securing the payment of the deferred purchase price.

Closing	Closing Date	# of Units	Base Purchase Price
First Takedown	May 6, 2019	382	\$12,000,000
Second Takedown	January 29, 2021	244	\$3,000,000
Third Takedown	May 6, 2022	[249]	\$3,000,000

Pursuant to the PSA, the base purchase price is bifurcated into two (2) purchase categories including i) the property purchase price which equals 75% of the base purchase price and is the applicable portion payable to Seller at each close for the sale of the property and ii) the entitlement purchase price which equals 25% of the base purchase price and is applicable to the portion payable to the Master Developer at each close for assignment of Wiregrass Ranch DRI entitlements. The Development has been designated with 900 single-family units of Wiregrass Ranch DRI entitlements. Pursuant to the PSA, in addition to the base purchase price, the Developer must also pay a deferred purchase price at the time of each home closing to the Seller equal to the greater of either i) a percentage of the net purchase price to homebuyer as reflected on applicable closing disclosure and/or settlement statements (which assumes a base purchase, plus upgrade options and lot premiums less builder incentives) and ii) \$15,556, as adjusted pursuant to the PSA to reflect the total number of approved single-family units of Wiregrass Ranch DRI entitlements such that in no event shall the aggregate first takedown purchase price total less than \$14 million. The payment of the additional consideration is secured by a mortgage in favor of Flycatcher Enterprises, LLC (one (1) of the entities that constitute the Master Landowner) which is recorded on the lands within the Development. Upon issuance of the Series 2022 Bonds, Flycatcher Enterprises, LLC will enter into an agreement acknowledging the superiority of the lien of the Series 2022 Assessments to its mortgage and licensing to the District the right to utilize the rights granted in the mortgage and security agreement to the collaterally assigned declarant rights held by such entity (see “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2022 BONDS – Agreement for Assignment of Development Rights” and “BONDOWNERS’ RISKS – Completion of Series 2022 Project and CIP” herein) to complete development of the Development in the event of a failure by the Developer to pay the Series 2022 Assessments provided such use is not in a manner inconsistent with the continued rights of Flycatcher Enterprises, LLC.

The PSA further establishes certain obligations of the Developer and the Seller for the purchase and sale of the lands in the Development. Pursuant to the PSA, the Developer is obligated to construct an approximately 1,600-foot segment of Wiregrass Ranch Boulevard to the intersection of Chancey Road,

comprising Wiregrass Ranch Boulevard Phase 3A. The Developer has completed such roadway project at an estimated cost of \$3.4 million including design, permitting and construction related expenses for which the Master Developer contributed approximately \$1 million. The PSA further requires that such roadway improvement and the right-of-way therefor shall be conveyed to the Seller and the Master Developer and thereafter to the District. Upon execution of a promissory note for the same, the Seller and/or the Master Developer will be entitled to any and all mobility fee credits related to the construction of Wiregrass Ranch Boulevard Phase 3A as the District's payment for the acquisition of such infrastructure. The Developer is bound to similar obligations related to internal collector roads within the Development. In addition to the Developer's obligations, the Seller and Master Developer are obligated to complete certain improvements to Chancey Road necessary to permit the construction and sale of homes in the Development. The Chancey Road improvements are required to be completed prior to the issuance of the building permit for the six hundredth (600th) residential unit. Such improvements are included in the District's CIP. Additional covenants limit the maximum annual net debt service obligations payable by the Developer in the District to \$1,350,000.

As of March 31, 2022, the Developer estimates it has expended approximately \$35.7 million in development related expenditures allocable to the Development for onsite improvements and off-site improvements related to the construction of Wiregrass Ranch Boulevard Phase 3A. After the issuance of the Series 2022 Bonds, the District does not anticipate issuing any additional Bonds to pay the costs of the Series 2022 Project. The Developer intends to utilize equity to fund the remaining development expenditures related to the Development. As described further herein, development work in Assessment Area One has commenced and is anticipated to be completed by the fourth quarter of 2022. Development activities within Phase 3 of Assessment Area Two are complete, with work in Phases 4 and 5 of Assessment Area Two anticipated to commence in the fourth quarter of 2022.

Entitlements/Permitting

As previously discussed herein, the Development is located in the Wiregrass Ranch DRI and is therefore governed by the Wiregrass Ranch Governing Documents which set forth numerous development obligations that have and continue to be undertaken by the Master Developer (see "WIREGRASS RANCH – Entitlements/Concurrency/Permits"). As discussed herein, pursuant to the PSA, the Master Developer has assigned Wiregrass Ranch DRI entitlements necessary for the development of the Development, with a maximum assignment of 900 residential units.

The Master Developer previously obtained certain permits for the entire Development including a permit from the Southwest Florida Water Management District ("SWFWMD") and the Army Corps of Engineers ("ACOE") providing for wetland delineation and onsite wetland impact and mitigation. Following the receipt of such permits by the Master Developer and the Developer's acquisition of a portion of the lands within the Development, the Developer elected to proceed with and subsequently filed for permit modifications from both the ACOE and the SWFWMD to provide for, among other things, offsite wetland mitigation in lieu of onsite wetland creation via the purchase of mitigation bank credits. The Developer has received the revised SWFWMD permits and ACOE permits.

To date, all permits necessary to construct Phase 3 of Assessment Area Two have been obtained. It is anticipated that all permits necessary to construct Phases 4 and 5 of Assessment Area Two will be obtained in the fourth quarter of 2022. Upon issuance of the Series 2022 Bonds, the District Engineer will certify that all permits for the development of the lands within Assessment Area Two have either been obtained or are anticipated to be obtained in the ordinary course.

Utilities

Water, sewer and reclaimed water for the Development is being provided by the County. Electric power is being provided by Withlacoochee River Electrical Cooperative. The Development is located within the franchise areas of Spectrum and Frontier for telephone, cable and internet services.

Environmental Matters

In June 2018, the Developer commissioned a Phase 1 Environmental Site Assessment for all of the lands in the Development (DRI Parcel S2) from GHD Group (the “Phase 1 ESA”). The Phase 1 ESA revealed no evidence of environmentally recognized conditions.

Land Use/Phasing Plan

Development of the planned 875 units in the District is being undertaken in phases. The following table illustrates the current land use and phasing plan for the lands currently within the District, which is subject to change.

	Assessment Area One		Assessment Area Two			
Phase	1	2	3	4	5	Total
Single Family 45'	68	82	63	57	58	328
Single Family 52	66	90	70	78	58	362
Single Family 62	25	34	29	30	37	155
Single Family 76	9	11	10	0	0	30
Total	168	217	172	165	153	875

Assessment Areas

As previously discussed herein, two (2) assessment areas have been established within the District known as Assessment Area One and Assessment Area Two. The initial phase of development occurred in Assessment Area One, which has been developed into 385 platted lots in Phases 1 and 2 only. The second phase of development is occurring in Assessment Area Two, which is being developed into 490 lots located in Phases 3 through 5. Assessment Area Two constitutes the final phases of development in the District. All homes in the District are presently anticipated to be constructed, marketed and sold by the Developer as part of the larger Wiregrass Ranch development.

As previously described herein under the heading “THE CAPITAL IMPROVEMENT PROGRAM AND SERIES 2022 PROJECT,” the Series 2022 Bonds are being issued to fund a portion of the Series 2022 Project supporting Assessment Area Two in the approximate amount of [\$12.2] million. The Series 2022 Assessments levied in connection with the Series 2022 Bonds are levied on the lands in Assessment Area Two planned to include 490 lots, of which 172 lots have been platted thereby resulting in the allocation of approximately [\$X] million or [X%] of the Series 2022 Assessments to platted lots. The unassigned portion of the Series 2022 Assessments will be allocated to the remaining 318 planned lots in Assessment Area Two upon their platting.

Development Status

Development activities in the District commenced in 2019. Since then, 557 lots have been platted, including all 385 lots in Assessment Area One and 172 lots in Phase 3 of Assessment Area Two. As discussed herein, work in the District is being undertaken in phases, each of which is in various stages of development. Development work for all phases, including those phases in Assessment Area Two, is expected to be complete by the second quarter of 2024. The following table sets forth the status and anticipated construction schedule for infrastructure for each phase within the District as provided by the Developer; such information is subject to change.

Phase	Unit	Development Status	Expected Completion Date
Assessment Area One			
- Phase 1	168	Platted, Completed (Home construction commenced thereon)	Complete
- Phase 2	217	Platted, Substantially Complete (Utility services and road paving to be completed)	Q4 2022
Assessment Area Two			
- Phase 3	172	Platted, Completed (Home construction to commence thereon)	Complete
- Phase 4	165	Development To Commence (Earthwork to commence October 2022)	Q2 2024
- Phase 5	153	Development To Commence (Earthwork to commence October 2022)	Q2 2024

In addition to the development activities described above, the main entrance to the Development situated at Wiregrass Ranch Boulevard has been constructed, providing access to the community. Work on Provinciale Parkway, the spine road traversing the Development, has commenced and will ultimately connect the entrance off of Wiregrass Ranch Boulevard to the entrance planned off of Chancey Road. Such spine road is expected to be completed in the second quarter of 2024. Further, as discussed herein, home construction activity has commenced. In addition, construction of the recreational facilities has commenced and is expected to be complete in the second quarter of 2022.

Product Offerings

Esplanade at Wiregrass Ranch is being marketed as a 55+ resort-style community currently featuring over ten (10) floor plans for single-family and detached villa homes. Each home is planned to feature tile roofs, ornamental detailing, and well-designed landscaping. Many homes are also planned to feature open floor plans and energy-efficient designs. Homebuyers will also have ample opportunities to customize their brand-new home with upgrades and options. Homes are anticipated to range in size from approximately 1,689 square-feet to 3,502 square-feet with prices ranging from the mid \$300s to the mid \$700s.

The Developer currently intends to be the sole homebuilder for the homes in the Development. The information in the below table illustrates the current base pricing and square footage for the residential units in the Development and Assessment Area Two, which information is subject to change.

Product	Estimated Square Footage	Estimated Base Pricing
Single Family 45-Foot		
Single Family 52-Foot		
Single Family 62-Foot		
Single Family 76-Foot		

Model Home/Sales Activity

The Developer has completed the construction of seven (7) model homes and a sales center in the Development. Home sales commenced in March 2020 and as of March 31, 2022, approximately 163 home sale contracts had been written with retail home buyers, of which 102 homes had closed. Home closing activity has largely occurred in Assessment Area One. As of March 31, 2022, the Developer had written sixteen (16) home sales contracts with retail buyers in Assessment Area Two.

Projected Absorption

In its capacity as both developer and homebuilder, the Developer intends to develop finished lots for subsequent home construction thereon and eventual sale to retail buyers. Home sales activity in the Development commenced in March 2020 and as of March 31, 2022, approximately sixteen (16) home sale contracts had been written with retail buyers in Assessment Area Two. The Developer anticipates that the remaining homes in Assessment Area Two will be sold over a six (6) to seven (7) year period, which projection is subject to change.

The aforementioned projections 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.

Recreational Amenities

The Development is being marketed as a 55+ resort-lifestyle community centered around signature resort-style amenities and wellness programs to invigorate the body, mind and spirit. Plans include a resort amenity center, a resort-style pool, a Koquina Sand Spa for spa treatments, a state-of-the-art fitness center, and sports court for tennis, pickleball and bocce ball. Further, it is anticipated that an onsite lifestyle manager will be employed to help residents find activities and events.

Construction of the referenced amenities commenced in the first quarter of 2021 and is scheduled to be completed in the second quarter of 2022. Such amenities will be owned and operated by the homeowner’s association.

Marketing

The Master Developer employs a comprehensive marketing, vision and branding program for Wiregrass Ranch. Current components of the marketing program include online, social media, print media, television, radio, billboard and other signage and other forms of marketing and promotion. Pursuant to the PSA, the Developer is charged a marketing fee up to \$25,000 per year as a contribution towards the

marketing efforts for Wiregrass Ranch. A preview of Wiregrass Ranch and the branding material can also be seen on the website at: <https://thewiregrassranch.com/>.

Further, the Developer has employed its own marketing efforts to market the Development. In addition to using various strategies, outlets and media, the Developer has completed the construction of seven (7) model homes and an on-site sales center within the Development. A preview of the Development and branding material can also be seen on the website at: <https://www.taylormorrison.com/>.

Educational Facilities

As stated herein, the Development is being marketed as an age-restricted active adult community and therefore school-age children are not anticipated to reside in the Development. However, Wiregrass Ranch is home to an elementary, middle, high school and a state college. Wiregrass Elementary School, Dr. John Long Middle School and Wiregrass Ranch High School each received an “A” rating in 2019 from the Florida Department of Education. In addition, a Kiddie Academy has opened and offers childcare in Wiregrass Ranch.

Fees and Assessments

Each homeowner residing in the Development 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; homeowner’s association fees; and administrative, operation and special assessments levied by the District for debt service as well as operation and maintenance as described in more detail below.

Property Taxes

The current millage rate for the area of the County in which the Development is located is 15.9548. Accordingly, by way of example, the annual property tax for a home with a \$450,000 taxable value would be approximately \$7,180.

Homeowners’ Association Fees

All homeowners in the Development will be subject to annual homeowners’ association (“HOA”) fees for the common ground maintenance, recreational amenities and other HOA owned property as well as individual lot/lawn maintenance and cable. Such annual fees are currently estimated to range from approximately [\$4,593 to \$4,883] per year which are payable quarterly.

District Special Assessments

Homeowners in Assessment Area Two are subject to the Series 2022 Assessments securing the Series 2022 Bonds. Homeowners in Assessment Area One are subject to the Series 2020 Assessments levied in connection with the Series 2020 Bonds. The Series 2022 Assessments levied in Assessment Area Two are anticipated to equal those in Assessment Area One for each respective product type. In addition, all homeowners in the Development are subject to annual operation and maintenance 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 aforementioned annual assessments that will be levied in Assessment Area Two by the District for each of the respective product type.

Product Type	Annual Series 2022 Assessments	FY22 Annual Operation and Maintenance Assessments
Single Family 45-Foot		\$345.40
Single Family 52-Foot		\$397.01
Single Family 62-Foot		\$472.44
Single Family 76-Foot		\$579.63

Competition

While the active and built-out communities within Wiregrass Ranch and the surrounding area may pose competition to the Development, none of such communities are age-restricted. Accordingly, the Developer expects that primary competition for the Development will come from other age-restricted communities in the Pasco County market that are actively being marketed. Below is a brief description of the other active-adult communities that the Developer anticipates will pose primary competition to the Development.

- **Medley at Mirada.** This approximately 355-unit community is located within the larger Mirada community and is located approximately fourteen (14) miles north of the Development. Medley at Mirada is being developed by a joint venture between Lennar Homes and the master developer of Mirada with Lennar Homes being the sole homebuilder. Currently, Lennar Homes is offering homes at base prices generally starting from \$309,990 to \$494,490 and in size from 1,400 to 2,775 square feet. More information can be obtained by visiting www.lennar.com.
- **Del Webb Bexley.** This approximately 850-unit community is located approximately fourteen (14) miles north of the Development and adjacent to the Bexley community. Del Webb Bexley is being developed by Pulte as a Del Webb-branded community. Currently, Del Webb is offering homes at base prices generally ranging from \$379,990 to \$596,990 and in size from 1,405 to 3,361 square feet. More information can be obtained by visiting www.delwebb.com.
- **River Landing** is an approximately 870-unit residential community located along State Road 56, approximately three (3) miles south of the Development. The Developer is also the developer of River Landing which is planned to include three (3) neighborhoods offering a variety of townhome and single-family product types and price points, ranging from \$214,900 to \$624,900 and in size from 1,373 to 5,234 square feet. According to the developer quarterly report filed on EMMA, as of December 31, 2021, approximately 123 home sale contracts had been written with retail buyers of which approximately 24 had closed. In December 2020, the River Landing Community Development District issued bonds to fund public improvements. More information on the River Landing Community Development District can be found by visiting www.emma.msrb.org.

The information above regarding competitive communities was obtained from the websites of the builders discussed herein and filings on the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") (www.emma.msrb.org). Further, it does not purport to summarize all of the existing or planned communities in close proximity to the Development, but rather to provide a description of those that the Developer feels pose primary competition to the Development.

THE DEVELOPER

The lands within Assessment Area Two are owned by the Developer. The parent company of the Developer is Taylor Morrison Home II Corporation, a direct wholly owned subsidiary of the holding company Taylor Morrison Home Corporation ("Taylor Morrison"). Taylor Morrison trades on the New York Stock Exchange under the symbol TMHC.

Taylor Morrison's principal business is residential homebuilding with operations focused in Arizona, California, Colorado, Florida and Texas. Taylor Morrison is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission (the "SEC"). The file number for Taylor Morrison is No. 001-35873. Such reports, proxy statements, and other information is available at the SEC's website at <https://www.sec.gov> and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by Taylor Morrison pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

DESCRIPTION OF THE SERIES 2022 BONDS

General Description

The Series 2022 Bonds are issuable only as registered bonds, without coupons, in current interest form in denominations of \$5,000 or any integral multiple thereof; provided, however, that delivery of the Series 2022 Bonds to the initial purchasers thereof will be in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

The Series 2022 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing November 1, 2022 (each, an "Interest Payment Date"), which interest shall be computed on the basis of a 360-day year of twelve thirty-day months. The Series 2022 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.

Interest on each Series 2022 Bond will be payable on each Interest Payment Date in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the 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 15 and not less than 10 days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of the Series 2022 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 Trust Company, National Association, located in Orlando, Florida, or any alternate or

successor paying agent, unless the Series 2022 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 2022 Bonds). During any period that a Series 2022 Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Second Supplemental Indenture relating to the book-entry only system shall apply, including the payment provisions thereof.

The Series 2022 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 2022 Bonds and, so long as the Series 2022 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 2022 Bonds

Optional Redemption. The Series 2022 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 2022 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Redemption in Part. The Series 2022 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 2022 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$
		*	

*Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$
		*	

*Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$
		*	

*Final maturity

The Series 2022 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 2022 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$
		*	

*Final maturity

As more particularly set forth in the Indenture, any Series 2022 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 2022 Bonds. Amortization Installments are also subject to recalculation, as provided in the Second Supplemental Indenture, as the result of the redemption of Series 2022 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2022 Bonds as set forth in the Second Supplemental Indenture.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 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 2022 Project, by application of moneys transferred from the Series 2022 Acquisition and Construction Account to the Series 2022 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2022 Prepayments, required by the Indenture to be deposited into the Series 2022 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount resulting from a reduction in the Series 2022 Reserve Account Requirement resulting from Prepayments of Series 2022 Assessments as provided for in the Indenture; or

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

If less than all of the Series 2022 Bonds shall be called for redemption, the particular Series 2022 Bonds or portions of Series 2022 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 and Effect of Redemption

Notice of each redemption of Series 2022 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 2022 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 2022 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 2022 Bonds or such portions thereof on such date, interest on such Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022 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 2022 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 therefore 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 2022 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS LIMITED OFFERING MEMORANDUM TO THE SERIES 2022 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2022 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2022 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2022 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2022 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2022 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2022 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 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 Bonds as set forth in the cover of this Limited Offering Memorandum, 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.

Purchases of Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 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 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 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 2022 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 2022 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 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the paying agent, on 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 2022 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 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 2022 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 2022 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.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2022 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS

General

The Series 2022 Bonds are payable solely from and secured by the revenues derived by the District from the Series 2022 Assessments and amounts in the Funds and Accounts (except for the Series 2022 Rebate Account) established by the Indenture. Series 2022 Assessments will be allocated as described under "ASSESSMENT METHODOLOGY" herein. The Series 2022 Assessments will secure the Series 2022 Bonds, the proceeds of which will be used to pay for a portion of the Costs of the Series 2022 Project. The Series 2022 Assessments will be levied on Assessment Area Two in accordance with the Assessment Reports, attached hereto as APPENDIX B.

NEITHER THE SERIES 2022 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

2022 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 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2022 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2022 PLEDGED REVENUES AND THE SERIES 2022 PLEDGED FUNDS, AS PROVIDED IN THE SERIES 2022 BONDS AND IN THE INDENTURE.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: (a) within the Acquisition and Construction Fund, (i) a Series 2022 Acquisition and Construction Account and (ii) a Series 2022 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2022 Debt Service Account and therein a Series 2022 Sinking Fund Account, a Series 2022 Interest Account and a Series 2022 Capitalized Interest Account; and (ii) a Series 2022 Redemption Account and therein a Series 2022 Prepayment Subaccount and a Series 2022 Optional Redemption Subaccount; (c) within the Reserve Fund, a Series 2022 Reserve Account, which shall be held for the benefit of all of the Series 2022 Bonds, without distinction as to Series 2022 Bonds and without privilege or priority of one Series 2022 Bond over another; (d) within the Revenue Fund, a Series 2022 Revenue Account; and (e) within the Rebate Fund, a Series 2022 Rebate Account.

Series 2022 Reserve Account and Series 2022 Reserve Account Requirement

The Series 2022 Reserve Account Requirement is an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions are met, at which time and thereafter the Series 2022 Reserve Account Requirement shall be an amount equal to ten percent (10%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2022 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2022 Bonds, the Series 2022 Reserve Account Requirement shall be \$_____.

Reserve Account Release Conditions mean, collectively, that (i) all residential units subject to Series 2022 Assessments have been built, sold and closed with end users, and (ii) there are no Events of Default occurring or continuing under the Indenture with respect to the Series 2022 Bonds. The District Manager shall provide a written certification to the District and the Trustee certifying that the event in clause (i) has occurred and affirming clause (ii), on which certifications the Trustee may conclusively rely.

The Series 2022 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2022 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2022 Reserve Account shall be used only for the purpose of making payments into the Series 2022 Interest Account and the Series 2022 Sinking Fund Account to pay Debt Service on the Series 2022 Bonds, when due, without distinction as to Series 2022 Bonds and without privilege or priority of one Series 2022 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are

insufficient and for no other purpose. The Series 2022 Reserve Account shall consist only of cash and Series 2022 Investment Obligations.

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 authorized and directed to recalculate the Series 2022 Reserve Account Requirement and to transfer any excess on deposit in the Series 2022 Reserve Account (i) resulting from Prepayments of Series 2022 Assessments into the Series 2022 Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2022 Bonds, (ii) resulting from a reduction of the Series 2022 Reserve Account Requirements as the result of the Reserve Account Release Conditions being met into the Series 2022 Acquisition and Construction Account and used for the purposes of such Account, or (iii) resulting from investment earnings as provided in Section 408(f) of the Second Supplemental Indenture.

On the earliest date on which there is on deposit in the Series 2022 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2022 Bonds, together with accrued interest and redemption premium, if any, on such Series 2022 Bonds to the earliest Redemption Date permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2022 Reserve Account into the Series 2022 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2022 Bonds on the earliest Redemption Date permitted for redemption in the Indenture.

Amounts on deposit in the Series 2022 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 Second Supplemental Indenture authorizes and directs the Trustee to deposit any and all amounts required to be deposited in the Series 2022 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 2022 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2022 Revenue Account (i) Series 2022 Assessment Revenues other than Series 2022 Prepayments (which Series 2022 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 2022 Prepayment Subaccount), (ii) Series 2022 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2022 Revenue Account.

(c) 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 2022 Prepayment Subaccount, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2022 Revenue Account for deposit into the Series 2022 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 2022 Revenue Account to pay Debt Service coming due on the Series 2022

Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2022 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2022 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2022 Bonds set forth in the form of Series 2022 Bonds attached to the Second Supplemental Indenture, the Second Supplemental Indenture and in accordance with the provisions 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 from the Series 2022 Capitalized Interest Account to the Series 2022 Interest Account the lesser of (x) the amount of interest coming due on the Series 2022 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2022 Interest Account, or (y) the amount remaining in the Series 2022 Capitalized Interest Account. Following the foregoing transfer, 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 2022 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2022 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2022 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2022 Capitalized Interest Account in accordance with this Section 408(d) and (ii) the amount already on deposit in the Series 2022 Interest Account not previously credited;

SECOND, on May 1, 2023, and on each May 1 thereafter, to the Series 2022 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2022 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2022 Sinking Fund Account not previously credited;

THIRD, to the Series 2022 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2022 Reserve Account Requirement with respect to the Series 2022 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2022 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2022 Bonds, and then the balance shall be retained in the Series 2022 Revenue Account.

(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 2022 Revenue Account to the Series 2022 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

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2022 Bonds shall be invested only in Series 2022 Investment Obligations. Earnings on investments in the Series 2022 Acquisition and Construction Account, the Series 2022 Interest Account and the Series 2022 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 2022 Reserve Account, and other than as set forth in the preceding sentence, shall be

deposited, as realized, to the credit of the Series 2022 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2022 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 2022 Reserve Account as of the most recent date on which amounts on deposit in the Series 2022 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2022 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2022 Reserve Account shall be deposited into the Series 2022 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2022 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 2022 Reserve Account as of the most recent date on which amounts on deposit in the Series 2022 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2022 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2022 Reserve Account shall be retained in the Series 2022 Reserve Account until the amount on deposit therein is equal to the Series 2022 Reserve Account Requirement, and then earnings on investments in the Series 2022 Reserve Account shall be deposited into the Series 2022 Capitalized Interest Account through November 1, 2022, and thereafter shall be deposited into the Series 2022 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 2022 Reserve Account made pursuant to the Second Supplemental Indenture.

Agreement for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2022 Bonds, the Master Developer, the Developer and the District will enter into a Collateral Assignment and Assumption of Development and Contract Rights relating to the Series 2022 Project and Assessment Area Two (the "Assignment Agreement"). The following description of the Assignment Agreement is qualified in its entirety by reference to the Assignment Agreement. Pursuant to the Assignment Agreement, the Master Developer and the Developer collaterally assign to the District all of their respective development rights and contract rights relating to the Series 2022 Project and Assessment Area Two (the "Development and Contract Rights") as security for the Developer's payment and performance and discharge of its obligation to pay the Series 2022 Assessments levied against Assessment Area Two when due. The assignment will become effective and absolute upon failure of the Developer to pay the Series 2022 Assessments levied against the lands within Assessment Area Two owned by the Developer and the subsequent acquisition of such lands by the District or its assignee. The Development and Contract Rights specifically excludes any such portion of the Development and Contract Rights which have not been previously assigned, transferred, or otherwise conveyed to an end-user or homebuilder unaffiliated with the Developer or the Master Developer resulting from the sale of certain lands within Assessment Area Two in the ordinary course of business, the County, the District, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting Assessment Area Two. Pursuant to the Indenture, but subject to the terms of the Assignment Agreement,

the District assigns its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2022 Bonds.

Completion Agreement

In connection with the issuance of the Series 2022 Bonds, the District and the Master Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Master Developer will agree to provide funds to complete the Series 2022 Project to the extent that proceeds of the Series 2022 Bonds and any future Series of Bonds 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 2022 Bonds, the District and Developer will enter into an agreement pursuant to which the Developer agrees to timely pay all Series 2022 Assessments on lands owned by the Developer and subject to the Series 2022 Assessments and to pay, when requested by the District, any amount of Series 2022 Assessments allocated to unplatted acres in excess of the allocation in place at the time of issuance of the Series 2022 Bonds pursuant to the Assessment Reports or any update thereto.

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 in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the 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.

Owner Direction and Consent with Respect to Series 2022 Acquisition and Construction Account Upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues and the Series 2022 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 Second Supplemental Indenture that (i) the Series 2022 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 Pledged Funds may not be used by the District (whether to pay Costs of the Series 2022 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 2022 Project and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, the Series 2022 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 2022 Project that will cause the expenditure of additional funds from the Series 2022 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners of the Series 2022 Bonds.

Covenants with Regard to Enforcement and Collection of Delinquent Assessments

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2022 Bonds. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners of the Series 2022 Bonds 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 Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (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.

The District covenants in the Indenture that if the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2022 Assessment, then such Series 2022 Assessment, shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2022 Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Series 2022 Bonds then Outstanding, declare the entire unpaid balance of such Series 2022 Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, or otherwise as provided by law. The District further covenants in the Indenture to furnish, at its expense, to any Owner of Series 2022 Bonds so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2022 Bonds are sold by the Pasco County Tax Collector (the "Tax Collector") pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2022 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2022 Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2022 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 2022 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 2022 Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the Series 2022 Bonds, 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 2022 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 the listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2022 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2022 Bonds then Outstanding.

Additional Covenants Regarding Series 2022 Assessments

In the Indenture, the District covenants to comply with the terms of the Series 2022 Assessment Proceedings heretofore adopted with respect to the Series 2022 Assessments, including the Assessment Reports, and to levy the Series 2022 Assessments and any required true-up payments set forth in the Assessment Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2022 Bonds, when due.

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the Second Supplemental Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2022 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2022 Trust Estate. The District further covenants and agrees that so long as the Series 2022 Assessments have not been Substantially Absorbed, it will not impose Assessments for capital projects on any lands subject to the Series 2022 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 2022 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 Second Supplemental Indenture to mean the date on which the principal amount of the Series 2022 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2022 Bonds is levied on tax parcels within Assessment Area Two 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.

Events of Default

Each of the following events is an Event of Default with respect to the Series 2022 Bonds:

- (a) Any payment of Debt Service on the Series 2022 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 2022 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) Any portion of the Series 2022 Assessments pledged to the Series 2022 Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2022 Reserve Account to pay Debt Service on the Series 2022 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners of the Series 2022 Bonds, actually withdraw such funds from the Series 2022 Reserve Account to pay Debt Service on the Series 2022 Bonds);
- (h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2022 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 2022 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 the 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 2022 Bonds then Outstanding and affected by such default; and
- (i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Series 2022 Assessments are not paid by the date such are due and payable.

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 2022 Assessments (an “Insolvent Taxpayer”) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a “Proceeding”).

(b) The District acknowledges and agrees that, although the Series 2022 Bonds were issued by the District, the Owners of the Series 2022 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 2022 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 2022 Assessments, the then Outstanding Series 2022 Bonds 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 2022 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 2022 Assessments, the Series 2022 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 2022 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 2022 Assessments related to the Series 2022 Bonds then Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2022 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 2022 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 2022 Assessments pledged to the Series 2022 Bonds then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) to defend any objection filed to said proof of claim.

(c) The District acknowledges and agrees in the Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(d) Notwithstanding the provisions of the immediately preceding paragraphs of this subsection, nothing in the provisions of this subsection 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 2022 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 subparagraph (b)(iv) above.

Re-Assessment

If any Series 2022 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2022 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2022 Assessment when it might have done so, the District shall either: (i) take all necessary steps to cause a new Series 2022 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 Series 2022 Assessment from legally available moneys, which moneys shall be deposited into the Series 2022 Revenue Account. In case any such subsequent Series 2022 Assessment shall also be annulled, the District shall obtain and make other Series 2022 Assessments until a valid Series 2022 Assessment shall be made.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

The primary source of payment for the Series 2022 Bonds is the Series 2022 Assessments imposed on each parcel of benefited land within the District pursuant to the Series 2022 Assessment Proceedings. To the extent that landowners fail to pay such Series 2022 Assessments, delay payments, or are unable to pay the same, the prompt and successful pursuance of collection procedures available to the District will be essential to continued payment of principal of and interest on the Series 2022 Bonds.

Chapter 170, Florida Statutes, provides that the Series 2022 Assessments constitute a lien on the real property in the District coequal with all State, County, school district and municipal taxes, superior in dignity to all other liens, titles and claims on such real property. **ALTHOUGH THE LIEN AND THE**

PROCEEDS OF THE SERIES 2022 ASSESSMENTS WILL SECURE THE SERIES 2022 BONDS, AND SAID LIEN AND PROCEEDS OF THE SERIES 2022 ASSESSMENTS ARE PLEDGED EXCLUSIVELY TO THE SERIES 2022 BONDS, THE LIEN OF THE SERIES 2022 ASSESSMENTS MAY BE ON THE SAME PROPERTY AS, AND THEREFOR OVERLAP AND BE CO-EQUAL WITH, THE LIENS IN FAVOR OF OTHER ASSESSMENTS WHICH HAVE BEEN OR MAY BE IMPOSED BY THE DISTRICT, THE COUNTY OR OTHER UNITS OF LOCAL GOVERNMENT HAVING ASSESSMENT POWERS WITHIN THE DISTRICT.

THERE CAN BE NO ASSURANCE THAT ANY SALE OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

General

The imposition, levy, and collection of Series 2022 Assessments (for purposes of this Section, "Special Assessments") must be done in compliance with the provisions of Florida law. Failure by the District, the County Tax Collector ("Tax Collector") or the 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 2022 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 2022 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the Series 2022 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 2022 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 2022 Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. For undeveloped properties 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" hereto. For platted lands, the Special 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 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 developed lands (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 2022 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2022 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Series 2022 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 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the 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 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax

certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all 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 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 2022 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 2022 Bonds	\$
[Less/Plus] [Net] Original Issue [Discount/Premium]	
Total Sources	<u>\$</u>

Uses:

Deposit to Series 2022 Acquisition and Construction Account	\$
Deposit to Series 2022 Reserve Account	
Deposit to Series 2022 Costs of Issuance Account	
Deposit to Series 2022 Capitalized Interest Account*	
Underwriter's Discount	
Total Uses	<u>\$</u>

[Remainder of page intentionally left blank]

* To be used to pay interest coming due on the Series 2022 Bonds on November 1, 2022.

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2022 Bonds:

Period Ending <u>November 1</u>	<u>Principal</u>	<u>Interest</u>	Total Debt <u>Service</u>
TOTAL	<hr/> \$	<hr/> \$	<hr/> \$

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 2022 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 2022 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 2022 Bonds. Prospective investors in the Series 2022 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2022 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 2022 Bonds is the timely collection of the Series 2022 Assessments. Recourse for the failure of any landowner to pay the Series 2022 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 2022 Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2022 Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land in Assessment Area Two. The District has not granted, and may not grant under Florida law, a mortgage or security interest on any land subject to the Series 2022 Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the Series 2022 Project as security for, or a source of payment of, the Series 2022 Bonds. The Developer is not a guarantor of payment of any Series 2022 Assessments and the recourse for the Developer's failure to pay the Series 2022 Assessments on any land owned by the Developer in Assessment Area Two, 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 2022 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 2022 Assessments in the event that actions are taken to foreclose on any property in Assessment Area Two.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. 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 2022 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2022 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 2022 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 2022 Assessments, and (3) the inability of the District to foreclose the lien of the Series 2022 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 2022 Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the owners of the Series 2022 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 2022 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 2022 Assessments, if the Series 2022 Assessments are not collected under the Uniform Method, a foreclosure may be commenced to collect the delinquent Series 2022 Assessments. It is possible that there will not be sufficient funds to pay for the foreclosure and/or that funds on deposit under the Indenture may be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of the Series 2022 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 2022 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 2022 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 2022 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 2022 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 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 2022 Bonds.

Landowner Challenge of Assessed Valuation

State law provides both administrative and judicial procedures whereby a taxpayer may contest the assessed valuation of his or her property determined by the Property Appraiser. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (i) request an informal conference with the Property Appraiser to resolve the issue, (ii) file a petition with the clerk of the county value adjustment board, or (iii) appeal to the Circuit Court within sixty (60) days of the

certification for collection of the tax roll or within sixty (60) days of the issuance of a final decision by the value adjustment board. A petitioner before the value adjustment board who challenges the assessed value of property must pay all non-ad valorem assessments and make a partial payment of at least 75% of the ad valorem taxes, less any applicable discount, before the taxes become delinquent. Before any judicial action to contest a tax assessment may be brought, the taxpayer shall pay to the tax collector not less than the amount of the tax which the taxpayer admits in good faith to be owing. During any such proceeding, all procedures for the collection of the unpaid taxes are suspended until the petition or suit is resolved. This could result in a delay in the collection of the Series 2022 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of the Debt Service on the Series 2022 Bonds.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2022 Assessments. Failure of the District to follow these procedures could result in the Series 2022 Assessments not being levied or potential future challenges to such levy.

Other Taxes

The willingness and/or ability of a landowner within Assessment Area Two to pay the Series 2022 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 Assessment Area Two, impose additional taxes or assessments on the property within Assessment Area Two. County, municipal, school and special district taxes and assessments, including the Series 2022 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 2022 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 2022 Bonds.

The District may also impose additional assessments which could encumber the property burdened by the Series 2022 Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2022 Assessments. In addition, lands within the District may also be subject to assessments by property and homeowner associations.

Inadequacy of Reserve Account

Some of the risk factors described herein, which, if materialized, could result in a delay in the collection of the Series 2022 Assessments or a failure to collect the Series 2022 Assessments, but may not affect the timely payment of Debt Service on the Series 2022 Bonds because of the Series 2022 Reserve Account established by the District for the Series 2022 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2022 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2022 Assessments, the Series 2022 Reserve Account 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 2022 Reserve Account Requirement for the Series 2022 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2022 Reserve Account to the Series 2022 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2022 Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by the Series 2022 Assessments in order to provide for the replenishment of the Series 2022 Reserve Account.

Moneys on deposit in the Series 2022 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2022 Reserve Account to make up deficiencies or delays in collection of Series 2022 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 continue to develop lots, build homes and sell homes to end users, there can be no assurance that such sales will occur or be realized in the manner currently anticipated.

Concentration of Land Ownership in Developer

Until further development and lot sales take place in Assessment Area Two, payment of the Series 2022 Assessments is dependent upon their timely payment by the Developer. At closing of the sale of the Series 2022 Bonds it is expected that all or a substantial majority of the lands within Assessment Area Two 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 Assessment Area Two, delays could most likely occur in the payment of Debt Service on the Series 2022 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or any other landowner being able to pay the Series 2022 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2022 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2022 Assessments not being collected pursuant to the Uniform Method. The Series 2022 Assessments levied on unplatted lands will be collected directly by the District and not via the Uniform Method unless the Board determines that such method of collection is not in the best interest of the District or unless, in an Event of Default, the Majority Owners direct the District as to the collection method for the Series 2022 Assessments, so long as such method complies with Florida law.

Undeveloped Land

A portion of the acreage in Assessment Area Two and encumbered by the Series 2022 Assessments is undeveloped. The ultimate successful development of the acreage in Assessment Area Two depends on several factors discussed herein. There is no assurance that the Developer and other landowners will be successful in developing part or all of the undeveloped acreage.

Change in Development Plans

The Developer has the right to modify or change plans for development of property within Assessment Area Two and the Development, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of

units to be developed, and the Master Developer 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 Assessment Area Two

The Developer may make bulk sales of all or a portion of the lands owned by it within Assessment Area Two 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 District that is otherwise described herein.

Completion of Series 2022 Project and CIP

The Series 2022 Bond proceeds will not be sufficient to finance the completion of the Series 2022 Project or the CIP. The portions of the Series 2022 Project and CIP not funded with proceeds of the Series 2022 Bonds are expected to be funded with contributions from the Master Developer. There is no assurance that the Master Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2022 Bonds, the Master Developer will enter into the Completion Agreement with respect to any portions of the Series 2022 Project not funded with the proceeds of the Series 2022 Bonds. Upon issuance of the Series 2022 Bonds, the Master Developer and Developer will also execute and deliver to the District the Assignment Agreement, pursuant to which the Master Developer and Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Master Developer and Developer, all of their respective development rights relating to the Series 2022 Project and Assessment Area Two as security for the Developer's payment and performance and discharge of its obligation to pay the Series 2022 Assessments. However, there can be no assurance, that the District will have sufficient moneys on hand to complete the Series 2022 Project or the CIP or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Series 2022 Project or the CIP. See "THE DEVELOPMENT – Land Acquisition/Development Financing," "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS – Completion Agreement" and "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2022 BONDS – Agreement for Assignment of Development Rights" herein.

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2022 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2022 Assessments. Failure to complete or substantial delays in the completion of the Series 2022 Project or the CIP due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2022 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2022 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2022 Bonds.

Pursuant to the Indenture, the District will covenant and agree that so long as the Series 2022 Assessments have not been Substantially Absorbed, it will not impose Assessments for capital projects on any lands subject to the Series 2022 Assessments without the written consent of the Majority Owners. Such covenant shall not prohibit the District from issuing refunding bonds or other Bonds secured by Assessments to finance any other capital project that is necessary, as determined by the District, for health, safety, or welfare reasons or to remediate any natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

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 Series 2022 Project or CIP, or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2022 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, the Master Developer and the Developer will enter into the Assignment Agreement upon issuance of the Series 2022 Bonds in which the Master Developer and the Developer collaterally assigns to the District all of their respective development rights and contract rights relating to the Series 2022 Project and Assessment Area Two. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2022 Assessments, to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Master Developer or the Developer and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the Series 2022 Project and the Development.

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 2022 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 2022 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 Series 2022 Project or the CIP. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2022 Assessments and pay Debt Service on the Series 2022 Bonds. The Series 2022 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 2022 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2022 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2022 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2022 Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2022 Bonds, depending on the progress of the Series 2022 Project and the Development, existing market conditions and other factors.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rate borne by the Series 2022 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2022 Bonds. These higher interest rates are intended to compensate investors in the Series 2022 Bonds for the risk inherent in the purchase of the Series 2022 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2022 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2022 Bonds, and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2022 Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2022 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 2022 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2022 Bonds become includable in gross income for federal income tax

purposes, owners of the Series 2022 Bonds will be required to pay income taxes on the interest received on such Series 2022 Bonds and related penalties. Because the interest rate on such Series 2022 Bonds will not be adequate to compensate owners of the Series 2022 Bonds for the income taxes due on such interest, the value of the Series 2022 Bonds may decline. Prospective purchasers of the Series 2022 Bonds should evaluate whether they can own the Series 2022 Bonds in the event that the interest on the Series 2022 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 2022 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable State or federal law. Owners of the Series 2022 Bonds are advised that, if the IRS does audit the Series 2022 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2022 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 2022 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2022 Bonds may adversely impact any secondary market for the Series 2022 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2022 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, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors.

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.

* Owners of the Series 2022 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Bonds.

Loss of Exemption from Securities Registration

Since the Series 2022 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 2022 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 2022 Bonds would need to ensure that subsequent transfers of the Series 2022 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 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 Assessment Area Two 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2022 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 2022 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 2022 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2022 Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2022 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2022 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 2022 Bonds. Prospective purchasers of the Series 2022 Bonds should be aware that the ownership of the Series 2022 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2022 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 2022 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2022 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2022 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 2022 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 2022 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2022 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 2022 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2022 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

NO RATING OR CREDIT ENHANCEMENT

The Series 2022 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2022 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2022 Bonds, were validated by a Final Judgment of the Sixth Judicial Circuit Court in and for Pasco County, Florida, entered October 1, 2020. The appeal period from such final judgment has expired with no appeal having been 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 2022 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 or the District Manager is being contested.

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 2022 Bonds, District Counsel will represent to the District and the Underwriter 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 2022 Trust Estate, or the ability of the District to pay the Series 2022 Bonds from the Series 2022 Trust Estate.

The Master Developer

In connection with the issuance of the Series 2022 Bonds, the Master Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Master Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Master Developer to complete the Series 2022 Project as described herein or materially and adversely affect the ability of the Master Developer to perform its various obligations described in this Limited Offering Memorandum.

The Developer

In connection with the issuance of the Series 2022 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, materially and adversely affect the ability of the Developer to pay the Series 2022 Assessments imposed against the land within the District owned by the Developer 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 Rizzetta & Company, Incorporated, as dissemination agent (the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of the Beneficial Owners to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2022 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 2022 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of the Beneficial Owners to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Development in each year (the “Developer Report”). Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the Series 2022 Bonds, or (y) the date on which the Developer owns less than twenty (20) percent of the real property encumbered by the Series 2022 Assessments that secure the Series 2022 Bonds; provided, however, that 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 (together, the “Reports”) will each be filed by the Dissemination Agent on the EMMA repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent on 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 2022 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the Series 2022 Bonds, no parties other than the District and the Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the SEC Rule.

Developer Continuing Compliance

During the five (5) years immediately preceding the issuance of the Series 2022 Bonds, the Developer has been subject to continuing disclosure undertakings with respect to the issuance of bonds by other community development districts in the State. In connection with the delivery of the Series 2022 Bonds, the Developer will represent that the Developer has complied in all material respects with such obligations in the previous five (5) years, except that certain quarterly filings and material event filings required to be made thereunder were not filed when due. Additionally, the Developer will represent, warrant and certify that it has procedures in place with respect to complying with its disclosure obligations and that it anticipates satisfying all future disclosure obligations required pursuant to the Disclosure Agreement and the SEC Rule.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2022 Bonds from the District at a purchase price of \$_____ (which is the par amount of the Series 2022 Bonds, [less/plus] [net] original issue [discount/premium] in the amount of \$_____ and less underwriter's discount in the amount 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 the Series 2022 Bonds if any are purchased.

The Underwriter intends to offer the Series 2022 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 2022 Bonds to certain dealers (including dealers depositing the Series 2022 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.

LEGAL MATTERS

The Series 2022 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 2022 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Master Developer by its counsel, Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., Sarasota, Florida, for the Developer by its counsel, J. Wayne Crosby, P.A., Winter Park, Florida, 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 2022 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 G. 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. The District's audited financial statements for prior fiscal years can be found on EMMA.

EXPERTS AND CONSULTANTS

The references herein to the District Engineer have been approved by said firm. The Engineer's Reports prepared by such firm relating to the CIP and the Series 2022 Project, have 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 Reports do not purport to be adequate summaries of such Engineer's Reports or the CIP and the Series 2022 Project or complete in all respects. Such Engineer's Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein.

The references herein to the Methodology Consultant have been approved by said firm. The Assessment Reports prepared by such firm relating to the issuance of the Series 2022 Bonds have been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Reports do not purport to be adequate summaries of such Assessment Reports or complete in all respects. Such Assessment Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein. Rizzetta & Company, Incorporated has not been engaged to provide advice regarding the structuring or pricing of the Series 2022 Bonds.

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 2022 Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Methodology Consultant, are each contingent upon the issuance of the Series 2022 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 Owners of the Series 2022 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 2022 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 2022 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.

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chair

APPENDIX A

ENGINEER'S REPORTS

APPENDIX B

ASSESSMENT REPORTS

APPENDIX C

**COPY OF THE MASTER INDENTURE AND
FORM OF THE SECOND SUPPLEMENTAL INDENTURE**

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

MAP OF MASTER PLAN FOR WIREGRASS RANCH

APPENDIX G

**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 May __, 2022, is executed and delivered by the Wiregrass II Community Development District (the "Issuer"), Taylor Morrison of Florida, Inc., and its successors and assigns (the "Developer") and Rizzetta & Company, Incorporated, 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 2022 (Assessment Area Two) (the "Series 2022 Bonds"). The Series 2022 Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2020 (the "Master Indenture") by and between the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented by a Second Supplemental Trust Indenture by and between the Issuer and the Trustee, dated as of May 1, 2022 (the "Second 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 2022 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 2022 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 2022 Bonds (including persons holding Series 2022 Bonds through nominees, depositories or other

intermediaries), or (b) is treated as the owner of any Series 2022 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 Pasco 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.

"Development" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Dissemination Agent" shall mean, initially, Rizzetta & Company, Incorporated, 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 Rizzetta & Company, Incorporated, 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 2022 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 2022 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 2022 Bonds required to comply with the Rule in connection with offering of the Series 2022 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>."

"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, 2023 with respect to the report for the 2022 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 2022 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 2022 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2022 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 September 30, 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) An update of the product mix table included in subsection "THE DEVELOPMENT – Land Use/Phasing Plan";

(ii) An update of the table in the subsection "Product Offerings" under the caption "THE DEVELOPMENT";

(iii) A description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction;

(iv) The number of assessable units planned on property subject to the Assessments;

(v) The number of assessable units closed with retail end users;

(vi) The number of assessable units under contract with retail end users;

(vii) If applicable, the number of lots under contract with builders, together with the name of each builder;

(viii) If applicable, the number of lots closed with builders, together with the name of each builder;

(ix) The estimated date of complete build-out of assessable units;

(x) Whether the Developer has made any bulk sale of the land subject to the Assessments;

(xi) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xii) Updated plan of finance (i.e., change in status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xiii) 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 2022 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 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 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;
7. modifications to rights of the holders of the Series 2022 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 2022 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 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 2022 Bonds, pursuant to Section 9 hereof.

(b) The notice required to be given in paragraph 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 under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2022 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 2022 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 Rizzetta & Company, Incorporated. 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.

Rizzetta & Company, Incorporated does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Incorporated registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Incorporated does not provide the Issuer with financial advisory services or offer investment advice in any form.

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 2022 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% of the aggregate principal amount of outstanding Series 2022 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2022 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 2022 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.).

[End of document – signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**, as Issuer

CONSENTED TO AND AGREED TO BY:

RIZZETTA & COMPANY, INCORPORATED,
and its successors and assigns, as Issuer
Disclosure Representative

William H. Porter, Chair, Board of Supervisors

William J. Rizzetta, President

JOINED BY **U.S. BANK NATIONAL
ASSOCIATION**, as Trustee for purposes of
Sections 13, 15 and 18 only

Stacey L. Johnson, Vice President

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation, as Developer

Name:

Title:

**RIZZETTA & COMPANY,
INCORPORATED**, as Dissemination Agent

William J. Rizzetta, President

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Wiregrass II Community Development District

Name of Bond Issue: \$_____ Capital Improvement Revenue Bonds, Series 2022
(Assessment Area Two)

Date of Issuance: May __, 2022

Obligated Person: Wiregrass II Community Development District
Taylor Morrison of Florida, Inc.

CUSIPS:

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Series 2022 Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated May __, 2022, 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]

Tab 6

Prepared by and return to:
Lindsay C. Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO THE SERIES 2022 PROJECT

This Assignment (the “Assignment”) is made this 28th day of April 2022, by **LOCUST BRANCH, LLC**, a Florida limited liability company, together with its successors and assigns (the “Master Developer”) and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, together with its successors or assigns (“Landowner,” and collectively with the Master Developer, the “Assignor”), in favor of the **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (together with its successors and assigns, the “District”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, Landowner is the owner and the developer of certain lands known as “Assessment Area Two” located within the boundaries of the District, which property is as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the Master Developer is the developer of the infrastructure improvements within the scope of the Series 2022 Project (hereinafter defined); and

WHEREAS, the District has adopted an engineer’s report for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities benefitting Assessment Area Two (the “Series 2022 Project”) as described in that certain *Supplemental Engineer’s Report*, dated _____, 2022, attached hereto as **Exhibit B** (the “Engineer’s Report”); and,

WHEREAS, the District proposes to issue its Capital Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) to finance certain public infrastructure comprising the Series 2022 Project; and

WHEREAS, the security for the repayment of the Series 2022 Bonds is the special assessments levied against the lands comprising Assessment Area Two (the “Series 2022 Special Assessments”); and

WHEREAS, the parties anticipate that Assessment Area Two will be developed in the manner set forth in that certain *Limited Offering Memorandum*, dated _____, 2022 until

such time as the lands within Assessment Area Two have been developed and sold to homebuilders and/or end-users (the “Development Completion”); and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Series 2022 Bonds will not receive the full benefit of their investment in the Series 2022 Bonds; and

WHEREAS, during the period in which the lands within Assessment Area Two is being developed and has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in default in the Landowner’s payment of the Series 2022 Special Assessments securing the Series 2022 Bonds; and

WHEREAS, in the event of default in the Landowner’s payment of the Series 2022 Special Assessments securing the Series 2022 Bonds, the District has certain remedies with respect to the lien of the Series 2022 Special Assessments as more particularly set forth herein; and

WHEREAS, if the Series 2022 Special Assessments are directly billed, the sole remedy available to the District would be an action in foreclosure and if the Series 2022 Special Assessments are collected pursuant to Florida’s uniform method of collection, the sole remedy for non-payment of the Series 2022 Special Assessments is the sale of tax certificates (collectively, the “Remedial Rights”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below), to complete development of the lands within Assessment Area Two to the extent that prior to such exercise, such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to an end-user or homebuilder unaffiliated with the Landowner or the Master Developer resulting from the sale of such lands in the ordinary course of business, Pasco County, the District, any applicable homeowner’s association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the lands within Assessment Area Two (a “Prior Transfer”); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of Assessment Area Two and shall only be inchoate until becoming effective and absolute assignment and assumption of the Development & Contract Rights, as defined below, upon failure of the Landowner to pay the Series 2022 Special Assessments levied against the lands within Assessment Area Two that are owned by the Landowner; 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 of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding a Prior Transfer), any and all affiliated entities or successors-in-interest to the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Pasco County, Florida; 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 lands within Assessment Area Two; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Series 2022 Bonds in full; (ii) Development Completion; or (ii) upon occurrence of a Prior Transfer, but only to the extent that such Development and Contract Rights are subject to the Prior Transfer (the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the “Term”).

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Collateral Assignment**. Assignor hereby collaterally assigns to the District, to the extent assignable and to the extent that they are solely owned or controlled by Assignor at execution of this Agreement or acquired in the future, all of Assignor’s development rights and contract rights relating to the development of the lands within Assessment Area Two (herein the “Development & Contract Rights”) as security for the Landowner’s payment and performance and discharge of its obligation to pay the Series 2022 Special Assessments levied against such lands. This assignment shall become effective and absolute upon failure of the Landowner to pay the Series 2022 Special Assessments levied against the lands within Assessment Area Two that are owned by the Landowner. The Development & Contract Rights shall include the following as they pertain to the development of the lands within Assessment Area Two, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Any declaration of covenants of a homeowner’s association governing the Lands, as recorded in the Official Records of Pasco 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 of the “developer” or “declarant” thereunder.

(b) Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the lands within Assessment Area Two.

(c) Preliminary and final site plans for the lands within Assessments Area Two.

(d) Architectural plans and specifications for buildings and other improvements to the lands within the Assessment Area Two.

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 Lands and construction of

improvements thereon, as well as offsite to the extent that the offsite improvements are necessary or required to complete the development of the lands within Assessment Area Two.

(e) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of Assessment Area Two or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(f) Franchise or other agreements for the provision of water and wastewater service to the lands within Assessment Area Two, and all hookup fees and utility deposits paid by the Landowner or Master Developer in connection therewith.

(g) Permit fees, impact fees, deposits and other assessments and impositions paid by the Landowner or the Master Developer to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to the Landowner or the Master Developer from any governmental authority or utility provider, including credit for any dedication or contribution of the lands within Assessment Area Two by the Landowner or the Master Developer in connection with the development of the lands within Assessment Area Two or the construction of improvements thereon.

(h) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to Assessment Area Two, including the lots.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

2. **Warranties by Assignor.** Assignor represents and warrants to the District that:

(a) Any transfer, conveyance or sale of the lands within Assessment Area Two (excluding those falling within the definition of a "Prior Transfer"), shall subject any and all affiliated entities or successors-in-interest of the Assignor to this Assignment.

(b) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

3. **Covenants.** Assignor covenants with the District that during the Term (as defined above):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights and (ii) give notice to the District of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of Assessment Area Two.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

4. **Event(s) of Default.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days) shall constitute an Event of Default under this Assignment.

5. **Remedies Upon Event of Default.** Upon an Event of Default, the District may, as its sole and exclusive remedies, take any or all of the following actions, at the District's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

6. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & 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 Assignor.

7. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

8. **Third Party Beneficiaries.** The Trustee for the Series 2022 Bonds, on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Assignor's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason

hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

MASTER DEVELOPER:

LOCUST BRANCH, LLC,
a Florida limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of Locust Branch, LLC, on its behalf. He/she [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

WITNESSES:

TAYLOR MORRISON:

**TAYLOR MORRISON OF FLORIDA,
INC.,** a Florida corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by _____, as _____ of Taylor Morrison of Florida, Inc., on its behalf. He/she [__] is personally known to me or [__] produced _____ as identification.

Notary Public, State of Florida

Personally Known

OR Produced Identification

Type of Identification _____

WITNESSES:

DISTRICT:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Bill Porter, Chairman

Name: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by Bill Porter, as Chairman of Wiregrass II Community Development District, on its behalf. He [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

EXHIBIT A

Legal Description

EXHIBIT A

Supplemental Engineer's Report, dated _____ 2022

RULE 15c2-12 CERTIFICATE

The undersigned, on behalf of **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT** (the "District") hereby certifies and represents to **MBS CAPITAL MARKETS, LLC** (the "Underwriter") that the undersigned is duly qualified to execute and deliver this certificate on behalf of the District and further certifies on behalf of the District as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with the provisions of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), in connection with the offering and sale of the Wiregrass II Community Development District (Pasco County, Florida) Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the "Bonds");

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum") setting forth information concerning the Bonds;

(3) As used herein, "Permitted Omissions" shall mean offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, bond ratings, and other terms or provisions of the Bonds depending on such matters;

(4) In reliance upon the Rule 15c2-12 Certificate of Developer, as to information concerning the Developer and the Development (each as defined in the Preliminary Limited Offering Memorandum) and the Rule 15c2-12 Certificate of Master Developer as to information concerning the Master Developer, Master Landowner and Wiregrass Ranch (each as defined in the Preliminary Limited Offering Memorandum), the information in the Preliminary Limited Offering Memorandum, is, except for the Permitted Omissions, hereby deemed final as of its date within the meaning of the Rule; and

(5) The undersigned hereby executes and delivers this Certificate solely and on behalf of the District and not personally.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of May, 2022.

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Bill Porter, Chair

[Signature Page | Rule 15c2-12 Certificate]

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
(Pasco County, Florida)**

\$ _____
**Capital Improvement Revenue Bonds, Series 2022
(Assessment Area Two)**

May __, 2022

BOND PURCHASE AGREEMENT

Wiregrass II Community Development District
Pasco County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Wiregrass II 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 meanings 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 \$_____ Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) (the “Series 2022 Bonds”). The Series 2022 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 2022 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2022. The aggregate purchase price for the Series 2022 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2022 Bonds of \$_____, [less/plus] a [net] original issue [discount/premium], less an Underwriter’s discount on the Series 2022 Bonds of \$_____).

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

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

Brett Sealy, Managing Partner

Accepted by:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Bill Porter, Chair, Board of Supervisors

Tab 7

**AGREEMENT BETWEEN THE WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT AND LOCUST BRANCH, LLC REGARDING
THE COMPLETION OF CERTAIN IMPROVEMENTS**

(SERIES 2022 PROJECT)

This Agreement (the “Agreement”) is made and entered into as of this 28th day of April 2022, by and between:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (the “District”); and

LOCUST BRANCH, LLC, a Florida limited liability company and developer of lands within the boundaries of the District, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544, its successors and assigns (the “Master Developer,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, the District has adopted an engineer’s report for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the lands within the District known as “Assessment Area Two” (the “Development”) as described in that certain *Supplemental Engineer’s Report*, dated _____ 2022, attached hereto as **Exhibit A** (the “Series 2022 Project”); and

WHEREAS, the Master Developer is the developer of the Series 2022 Project; and

WHEREAS, the District has imposed special assessments on the property within Assessment Area Two within the District to secure financing for the planning, design, permitting, construction and/or acquisition of the Series 2022 Project described in **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the Series 2022 Project through the use of proceeds from the sale of \$_____ in aggregate principal amount of Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) and

WHEREAS, in order to ensure that the Series 2022 Project is completed and funding is available in a timely manner to provide for its completion, the Master Developer will make provision for any additional funds that may be needed in the future for the completion of the Series

2022 Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Series 2022 Bonds or debt subsequently issued by the District for the Series 2022 Project.

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 District and the Master 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 2022 PROJECT. The Master Developer and District agree and acknowledge that the District's proposed Series 2022 Bonds may provide only a portion of the funds necessary to complete the Series 2022 Project. In the event that the cost of the Series 2022 Project is such that the construction funds available from the Series 2022 Bonds and any debt subsequently issued by the District to fund the Series 2022 Project are insufficient to complete the Series 2022 Project, which determination shall be in the sole and exclusive discretion of the District, the Master Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Series 2022 Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the "Remaining Series 2022 Project") whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Master Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional notes, bonds or indebtedness to provide funds for any portion of the Remaining Series 2022 Project nor shall this Agreement preclude the District from issuing such additional debt. The District and Master Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Series 2022 Project not funded by District notes, bonds or other indebtedness.

(a) When all or any portion of the Remaining Series 2022 Project is the subject of an existing District contract, the Master Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Series 2022 Project pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Series 2022 Project is not the subject of an existing District contract, the Master Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Series 2022 Project, subject to a formal determination by the District that the option selected by the Master Developer will not adversely impact the District, and is in the District's best interests.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) The District and the Master Developer agree and acknowledge that the exact location, size, configuration and composition of the Series 2022 Project may change from that described in **Exhibit A**, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Series 2022 Project shall be made by a written amendment to **Exhibit A**, which shall include an estimate of the cost of the changes.

(b) The District and Master Developer agree and acknowledge that for any and all portions of the Remaining Series 2022 Project which are constructed, or caused to be constructed, by the Master Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in **Exhibit A** 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. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Master Developer and the District.

4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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 Master Developer.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Master Developer, both the District and the Master Developer have complied with all the requirements of law, and both the District and the Master 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:

(a) **If to Master Developer:** Locust Branch, LLC
3717 Turman Loop, Suite 102
Wesley Chapel, Florida 33544
Attn: Scott Sheridan

(b) **If to District:** Wiregrass II Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District 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 Master Developer may deliver Notice on behalf of the District and the Master 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 Master 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 Master Developer.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Master 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 Master 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 Master Developer and their respective representatives, successors, and assigns.

10. 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 each other party, which consent shall not be unreasonably withheld; provided, however, the Master Developer may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Development without obtaining the prior written consent of the District.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

12. EFFECTIVENESS. This Agreement shall be effective after execution by both the District and the Master Developer.

13. PUBLIC RECORDS. The Master Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. SOVEREIGN IMMUNITY. Master Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Bill Porter, Chairman

Attest:

LOCUST BRANCH, LLC,
a Florida limited liability company

Witness: _____

By: _____
Name: _____
Title: _____

Exhibit A: *Supplemental Engineer's Report*, dated _____ 2022

Exhibit A

Supplemental Engineer's Report, dated _____ 2022

Tab 8

Prepared by and return to:
Lindsay C. Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL
ASSESSMENTS (SERIES 2022 PROJECT) BETWEEN WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT AND TAYLOR MORRISON OF FLORIDA, INC.**

This Agreement (the “Agreement”) is made and entered into as of this ____ day of _____ 2022, by and between:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (the “District”); and

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation and owner of lands within the boundaries of the District, whose address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251, its successors and assigns (the “Landowner,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, water and sewer utilities, stormwater management, entranceway improvements and other infrastructure; and

WHEREAS, Landowner is currently the owner of certain lands within the District known as “Assessment Area Two” and more particularly identified in **Exhibit A**, which is attached hereto and incorporated herein (the “Lands”); and

WHEREAS, the District, pursuant to Florida law, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District is presently in the process of issuing Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), in the par amount of \$_____, to finance a portion of the acquisition and/or construction of certain infrastructure improvements benefitting Assessment Area Two (the “Series 2022 Project”); and

WHEREAS, the infrastructure improvements to be financed by the Series 2022 Bonds are more specifically described and identified in that certain *Wiregrass II Community Development*

District Master Engineer's Report, dated June 2020, as amended by that certain **Supplemental Engineer's Report**, dated _____ 2022 (together, the "Engineer's Report"); and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon the benefited lands within the District, including the Lands, as security for the Series 2022 Bonds (the "Series 2022 Assessments"); and

WHEREAS, Landowner agrees that the Lands benefit from the timely acquisition and construction of the Series 2022 Project; and

WHEREAS, Landowner agrees that the Series 2022 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Lands; and

WHEREAS, Landowner waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2022 Assessments without interest within thirty (30) days after completion of the Series 2022 Project; and

WHEREAS, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2022 Assessments on the Lands; and

WHEREAS, Landowner will develop the Lands based on then-existing market conditions, and the actual densities developed within the development or subdivision may be at some density less than the densities assumed in the District's Assessment Report (hereinafter defined); and

WHEREAS, the District's lien anticipates a mechanism by which Landowner shall make certain payments to the District to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to applicable resolutions, the amount of such payments being determined generally by a comparison of the units actually developed within the Lands and the units Landowner had initially intended to develop within the Lands as described in the District's Assessment Report (which payments shall collectively be referenced as the ("True Up Payment"); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner's intentions and obligations to make True Up Payments and payment of all Series 2022 Assessments imposed on the Lands when due.

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. Landowner agrees that Resolutions 2020-06, 2020-07, and 2020-11 and **2022-**_____ have been duly adopted by the District subject to all

applicable legal requirements. Landowner further agrees that the Series 2022 Assessments imposed as a lien by the District are legal, valid and binding liens. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2022 Assessments.

SECTION 3. COVENANT TO PAY. Landowner will timely pay all such Series 2022 Assessments levied and imposed by the District on the Lands within the District, whether the Series 2022 Assessments are collected by the Pasco County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District or by any other method allowable by law. Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Series 2022 Assessments without interest within thirty (30) days of completion of the Series 2022 Project.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

(i). The District's special assessments securing the Series 2022 Assessments will be allocated in accordance with the District's Second Supplemental Trust Indenture.

(ii). To preclude the Lands from being fully subdivided without all of the debt being allocated, a "True Up Test" will be conducted in accordance with the District's Master Trust Indenture, dated November 1, 2020 and Second Supplemental Trust Indenture, dated May 1, 2022, (collectively the "Indentures"), the *Master Special Assessment Allocation Report* dated June 25, 2020 (the "Master Assessment Report") and the *Final Supplemental Special Assessment Allocation Report (Series 2022 Bonds)* dated _____, 2022 (the "Supplemental Assessment Report", and together with the Master Assessment Report, the "Assessment Report"). If in the course of conducting a True Up Test, the District determines that a change in development has resulted in a net decrease in the overall principal amount of assessments able to be assigned to the lands, then a true-up, or principal reduction payment, will be required to cure the deficiency. In order to ensure that the District's debt will not build up on the unplatted parcels within Assessment Area Two, the District shall conduct the following true-up test at the time of the approval of each plat within Assessment Area Two: the debt per acre remaining on the developable unplatted parcels is never allowed to increase above the initial maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the par amount of the Series 2022 Bonds divided by the number of gross acres within the Assessment Area Two. Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties. The District shall record all True Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that Landowner will ultimately construct on the gross acres within the Lands the development program as identified in the Supplemental Assessment Report, and it is intended to provide a formula to ensure that the appropriate ratio of the debt for the Series 2022 Assessments to gross acres is maintained if less than the indicated residential units or commercial development is developed. However, the District agrees that nothing herein prohibits more residential units or commercial development from being developed. In no event shall the District collect Series 2022 Assessments in excess of the total debt service for the Lands related to the Series 2022 Project, including all

costs of financing and interest. If a True Up Payment for the Lands pursuant to application of the District's Assessment Report would result in assessments collected in excess of the District's total debt service obligation for the Series 2022 Project, the District agrees to take appropriate action by resolution to equitably reallocate the assessments or provide for an equitable refund.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2022 Assessments and to abide by the requirements of the application of True-Up Payments. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially 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 7. 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 Landowner:** Taylor Morrison of Florida, Inc.
4900 North Scottsdale Road, Suite 2000
Scottsdale, Arizona 85251
Attn: _____
- (b) **If to District:** Wiregrass II Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District 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.

SECTION 8. 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 each other party, which consent shall not be unreasonably withheld; provided, however, the Landowner may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Series 2022 Project without obtaining the prior written consent of the District.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. 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. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation 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.

SECTION 13. 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 that 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 that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 15. 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.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. 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 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

WITNESSES:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Bill Porter, Chairman

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by Bill Porter, as Chairman of the Board of Supervisors of Wiregrass II Community Development District, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

WITNESSES:

**TAYLOR MORRISON OF FLORIDA,
INC.,** a Florida corporation

Name: _____

Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by _____, as _____ of Taylor Morrison of Florida, Inc., on its behalf. He/She [__] is personally known to me or [__] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A

Description of the Lands

Tab 9

This instrument prepared by:
Lindsay C. Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**DECLARATION OF CONSENT TO JURISDICTION OF
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
FOR ASSESSMENT AREA TWO**

(SERIES 2022 PROJECT)

Taylor Morrison of Florida, Inc., a Florida corporation (herein referred to as the “Landowner”) is the owner of the land described in **Exhibit “A”** attached hereto, which land is located within the boundaries of the Wiregrass II Community Development District (the “District”). The undersigned, intending that it and its respective successors in interest shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner, its heirs, successors and assigns, hereby agrees that the District is, and has been at all times on and after January 25, 2019, duly organized, and validly existing independent special district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”), and the members of the Board of Supervisors (the “Board”) and officers of the District were duly and properly designated pursuant to the Act and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from January 25, 2019, to and including the date of this Declaration.
2. The Landowner, its heirs, successors and assigns, hereby confirm, acknowledge, and agree that (i) the master special assessment lien imposed upon lands in the District as provided in Resolution Nos. 2020-06, 2020-07, and 2020-11, and (ii) the special assessments levied upon the Property as provided in **Resolution 2022-__** securing the District’s Capital Improvement Revenue Bonds, Series 2022 (the “2022 Bonds”) and any resolution supplemental thereto, of the District (the “Assessment Resolutions”), are the valid, legal, binding obligations of Landowner, its heirs, successors and assigns, and in consideration of the improvements for which such assessments have been levied by the District, hereby covenants to pay such assessments, as and when due, but recourse against the Landowner for failure to pay the assessments shall be limited to enforcement of the assessments as provided by law. The Landowner acknowledges and agrees that it was present at the meetings of the Board of Supervisors of the District at which the Assessment Resolutions were adopted, and that they hereby waive any further notice which could be asserted as being applicable under provisions of Florida law in connections with such meetings.

3. The Landowner, its heirs, successors and assigns, hereby waives the right, if any, under Section 170.09, as amended, to prepay the special assessments imposed and levied pursuant to the Assessment Resolutions within thirty (30) days after the improvements financed with proceeds of the 2022 Bonds are completed, without interest, in consideration of the District's undertaking to make such improvements.
4. The Landowner acknowledges and agrees to the reassessment process (i.e. density reduction payment) as set forth in the Master Assessment Methodology and Supplemental Assessment Methodology referred to in the Assessment Resolutions.
5. The Landowner acknowledges and agrees that the *Supplemental Engineer's Report*, dated _____ 2022 (the "Engineer's Report") may be updated from time to time to reflect the current status of development at the time of issuance of certain bonds or other indebtedness to finance portions of the Series 2022 Project (as described therein).

THE DECLARATIONS, ACKNOWLEDGMENTS, AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON PROPERTIES AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND ITS SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND 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 OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.

[SIGNATURES ON NEXT PAGE]

Effective the 28th day of April, 2022.

WITNESSES:

**TAYLOR MORRISON
OF FLORIDA, INC.**
a Florida corporation

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by _____, as _____ of Taylor Morrison of Florida, Inc., on its behalf. He/She [____] is personally known to me or [____] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Exhibit A

Legal Description

Tab 10

This instrument prepared by:

Lindsay C. Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**TRI-PARTY AGREEMENT RELATING TO
ACKNOWLEDGMENT OF JURISDICTION, IMPOSITION OF SERIES 2022
ASSESSMENTS, AND ACKNOWLEDGMENT OF SUBORDINATION**

(SERIES 2022 BONDS)

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2022 by and between:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a special-purpose local government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”);

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, together with its successors and assigns (the “**Landowner**”); and

FLYCATCHER ENTERPRISES, LLC, a Florida limited liability company (the “**Mortgagee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**Act**”); and

WHEREAS, the Act authorizes the District to issue bonds for the purposes of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District has or will issue its Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2022 (the “**Series 2022 Bonds**”), to finance certain public infrastructure, which will provide special benefit to certain property within the District known as “Assessment Area Two” (the “**Series 2022 Project**”); and

WHEREAS, the Series 2022 Bonds are being issued pursuant to the Act and a *Master Trust Indenture*, dated as of November 1, 2020 (the “**Master Indenture**”) by and between the District and U.S. Bank Trust Company, National Association, successor-in-interest to U.S. Bank, National Association, as trustee (“**Trustee**”) as supplemented by a *Second Supplemental Trust Indenture*, dated as of May 1, 2022 (the “**Supplemental Indenture**” together with the Master Indenture, the “**Indenture**”); and

WHEREAS, the security for the repayment of the Series 2022 Bonds is the Series 2022 Assessments levied by the District against the lands within Assessment Area Two within the District (the “**Series 2022 Assessments**”), as such property is described in **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, the Mortgagee is owner and holder of that certain *Purchase Money Mortgage, Assignment of Rents, Security Agreement and Fixture Filing*, dated May 2019 (the “**Mortgage**”) and recorded in Official Records Book 9902, Page 3723 of the Public Records of Pasco County, Florida; and

Commented [A1]: Scott – please confirm

WHEREAS, the Mortgage is secured by the Property, which property is owned by the Landowner; and

WHEREAS, in the event of default in the payment of Series 2022 Assessments securing the Series 2022 Bonds by the Landowner, the District has certain legal rights and remedies with respect to the lien of the Series 2022 Assessments, including, without limitation, certain foreclosure rights provided by statute with respect to the Property; and

WHEREAS, in connection with the issuance by the District of the Series 2022 Bonds, Landowner and Locust Branch, LLC, as master developer of the Series 2022 Project (the “Master Developer”), has executed or will shortly execute that certain *Collateral Assignment and Assumption of Development and Contract Rights Relating to the District’s Series 2022 Project* (the “**Collateral Assignment**”) in favor of the District, collaterally assigning to the District all of the Landowner’s and the Master Developer’s development rights as more particularly and completely defined in the Collateral Assignment (the “**Development and Contract Rights**”); and

WHEREAS, in order to induce the District to impose and levy the Series 2022 Assessments and issue the Series 2022 Bonds, for the benefit of the Property, the District has required and the Landowner has requested that the Mortgagee acknowledge (i) the statutory priority of the lien of the Series 2022 Assessments, (ii) that if the Mortgagee becomes the fee simple owner of the Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, its title is subject to all Series 2022 Assessments not previously paid that encumber the Property, (iii) that to the extent that the imposition of the Series 2022 Assessments would otherwise constitute a default under the Mortgage, the Mortgagee shall waive such default, and (iv) its agreement to license the Development and Contract Rights to the District after the non-payment of the Series 2022 Assessments by the Landowner; and

WHEREAS, the Mortgagee has agreed to provide such acknowledgments as set forth herein; and

WHEREAS, the parties accordingly wish to reflect their respective acknowledgements and obligations with respect to the Series 2022 Bonds the Series 2022 Assessments, and the Development and Contract Rights.

NOW THEREFORE, in consideration of the benefits that will accrue to each party arising out of the execution of this Agreement, the sufficiency whereof is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **COVENANTS BY THE MORTGAGEE.** The Mortgagee makes the following acknowledgments and agreements to and for the benefit of the District and its successors and the Landowner and its successors:

- a. The Mortgagee acknowledges that the Series 2022 Assessments will impose a statutory lien on the Property, superior to the lien of the Mortgage.
- b. The Mortgagee agrees that it will not assert against the District, the Trustee, or the holders of the Series 2022 Bonds, that the lien or payment of the Series 2022 Assessments will violate any provision of the Mortgage, or any other agreement made by the Landowner with or for the benefit of Mortgagee, in connection with the Mortgage or any indebtedness secured thereby.
- c. The Mortgagee further agrees that it will not in any way contest the legality or the validity of the Series 2022 Assessments or contest or challenge the future levy or imposition of the Series 2022 Assessments or any of the proceedings to be conducted in connection therewith.
- d. If the Mortgagee becomes the fee simple owner of any portion of the Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, the Mortgagee recognizes that its title to such portion of the Property will be subject to all unpaid Series 2022 Assessments that encumber the Property.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS – LANDOWNER.** Landowner represents, warrants, and covenants that:

- a. Landowner is the sole owner of the Property.
- b. To the best of its knowledge, as of the date hereof, there is no other lien or encumbrance on the Property except as set forth herein or appearing of record.

4. **MORTGAGE NOT AFFECTED.** This Agreement is made by Mortgagee solely for the benefit of the District and the current and future holders of the Series 2022 Bonds. Nothing herein shall in any way affect the Mortgage or limit Mortgagee's rights or Landowner's obligations under the Mortgage. Without limiting the generality of the foregoing, nothing herein shall limit Mortgagee's ability to declare a default under the Mortgage in the event of a violation of the terms of the Mortgage.

5. **MORTGAGEE WAIVERS.** By execution of this Agreement, the Mortgagee hereby waives any default under the Mortgage, or other documents entered into in connection therewith, arising solely from the issuance of the Series 2022 Bonds and the imposition of the Series 2022 Assessments. No other waiver is given or implied.

6. **SUBORDINATION.** The Mortgagee and the Landowner hereby acknowledge that the lien of the Mortgage is now and shall forever hereafter be subordinate and inferior to the lien of the Series 2022 Assessments.

7. **NOTIFICATION.** The District shall, within thirty (30) days, provide notice in the manner provided herein to the other parties of any of the following which may come to the attention of the District with respect to this Agreement:

- a. Delinquent payment of the Series 2022 Assessments or other assessments owed to the District on property then encumbered by the Mortgage;
- b. Acceleration of the Series 2022 Assessments; and
- c. Event of default under the Indenture or the Collateral Assignment.

8. **GRANT OF LICENSE IN AN EVENT OF DEFAULT.** To the extent that the rights of the District in and to the Development and Contract Rights set forth in the Collateral Assignment are subject in whole or in part to a prior assignment of rights to Mortgagee in connection with the Mortgage, Mortgagee agrees that upon the non-payment of the Series 2022 Assessments securing the Series 2022 Bonds by the Landowner and the District's exercise of its Remedial Rights as defined in the Collateral Assignment (hereinafter, an "Event of Default"), Mortgagee shall license to the District the right to rely upon and utilize those Development and Contract Rights necessary for the District to continue or complete development of all or a portion of the Property ("**License**"). Mortgagee agrees to grant such License should the District in its sole discretion elect to continue or complete such development or otherwise determine that such License is necessary to comply with the terms of the Indenture. Mortgagee further acknowledges and agrees that such License shall be irrevocable, provided, however, that the District's use of such License shall not be in a manner inconsistent with the continued rights of Mortgagee.

9. **OPPORTUNITY TO CURE.** To the extent not inconsistent with the Indenture, the parties agree that the Mortgagee shall have ninety (90) days from the receipt of notice provided per Section 7 of this Agreement to cure any delinquent payment of the Series 2022 Assessments or other assessments owed to the District prior to acceleration or event of default under the Indenture, or exercise by the District or Trustee of any rights or remedies under the Indenture, the Collateral Assignment, or otherwise at law or in equity.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS – MORTGAGEE.** Mortgagee represents, warrants, and covenants that:

- a. Mortgagee is the sole owner and current mortgagee under the Mortgage.

- b. To the best of its knowledge, as of the date hereof, there is no default or event which, by notice or the passage of time, would constitute an event of default under the Mortgage.

11. **ENFORCEMENT OF AGREEMENT.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by each of the parties. This Agreement may not be amended without the prior written consent of the Trustee and the owners of a majority of the aggregate principal amount of the Series 2022 Bonds then outstanding.

13. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party, each party has complied with all the requirements of law, and each party has the full power and authority to comply with the terms and provisions of this instrument.

14. **NOTICES.** All notices, requests, consents and other communications under this Agreement (herein generally, "notice(s)") shall be in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District: Wiregrass II Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
- B. If to the Landowner: Taylor Morrison of Florida, Inc.
4900 North Scottsdale Road, Suite 2000
Scottsdale, Arizona 85251
Attn: _____
- C. If to the Mortgagee: Flycatcher Enterprises, LLC
3717 Turman Loop, Suite 102
Wesley Chapel, Florida 33544
Attn: _____

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 each party may deliver notice on behalf of the respective party he/she represents. 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 at least five (5) days written notice to the parties and addressees set forth herein.

15. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully by and 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 all deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party as the drafter of that language.

16. **THIRD PARTY BENEFICIARIES.** Except as set forth herein, this Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement. Except as set forth herein, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Except as set forth herein, 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 parties and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee for the Series 2022 Bonds, on behalf of the owners thereof, 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 Landowner's and Mortgagee's respective obligations hereunder.

17. **ASSIGNMENT.** None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the others, which approval shall not be unreasonably withheld.

18. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

19. **EFFECTIVE DATE.** This Agreement shall be effective after execution by all of the parties hereto.

20. **PUBLIC RECORDS.** The parties understand and agree that all documents of any kind provided to the District may be public records and treated as such in accordance with Florida law.

21. **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.

22. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limit 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.

23. **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.

24. **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 pages and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document physically to form one document.

25. **FURTHER ASSURANCES.** So long as the Series 2022 Assessments encumber any of the Property and the Collateral Assignment and/or the Mortgage encumber any of the Collateral, Mortgagee will execute, acknowledge, and deliver, in recordable form and upon demand, any subordinations or other instruments the District reasonably requires in order to carry out the express provisions of this Agreement.

26. **EFFECT OF AGREEMENT.** The declarations, acknowledgments, and agreements contained herein shall run with title to the Property, as partially released from the lien of the Mortgage from time to time, and shall be binding on such Property and on all persons (including corporations, associations, trusts, and other legal entities) taking title to all or any part of the Property while still subject to the lien of the Mortgage, and its successors in interest, whether or not the Property is platted at such time. By taking such title, such persons shall be deemed to have consented and agreed to the provisions of this Agreement 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 Agreement or of any of the ordinances, resolutions, agreements, documents, and other matters dealt with herein.

[Signatures on following pages.]

DISTRICT:

Attest:

**Wiregrass II Community
Development District**

Secretary / Assistant Secretary

By: Bill Porter
Its: Chairman

Witness:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Bill Porter, as Chairman of the Board of Supervisors of Wiregrass II Community Development District, on its behalf. He [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known

OR Produced Identification

Type of Identification _____

LANDOWNER:

Witnesses:

Taylor Morrison of Florida, Inc.,
a Florida corporation

Printed Name: _____

By: _____
Name: _____
Title: _____

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 _____, 2022, by _____, as _____ of Taylor Morrison of Florida, Inc., on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

MORTGAGEE:

Witness:

Flycatcher Enterprises, LLC
a Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

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 _____, 2022, by _____, as _____ of Flycatcher Enterprises, LLC, on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT A

Property Description

Tab 11

**AGREEMENT BY AND BETWEEN THE WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT AND LOCUST BRANCH, LLC REGARDING THE
ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL
PROPERTY**

(SERIES 2022 PROJECT)

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2022, by and between:

Wiregrass II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida (the “District”); and

Locust Branch, LLC, a Florida limited liability company and master developer of lands within the boundaries of the District, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 (the “Master Developer,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, including roadways, stormwater management improvements, water and sewer facilities, master irrigation facilities, landscaping, hardscaping and entry features, and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Master Developer is the master developer of the lands located within the boundaries of the District upon which the District has constructed or will construct certain infrastructure improvements (the “Development”); and

WHEREAS, the District has adopted a capital improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services (the “Improvements”) within the District, and the anticipated cost thereof, as described in that certain Supplemental Engineer’s Report, dated _____ 2022 (the “Engineer’s Report”), attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the District intends to finance all or a portion of the Improvements through the anticipated issuance of special assessment revenue bonds, in one or more series (the “Bonds”); and

WHEREAS, because the Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “Work Product”); and

WHEREAS, the District acknowledges the Master Developer's need to have the Improvements constructed in an expeditious and timely manner in order to develop the Development; and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Improvements, the Master Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence the purchase of certain portions of the Work Product and the Improvements, and accept assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Master Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the "Real Property"); and

WHEREAS, the Master Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

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 Master Developer agree as follows:

SECTION 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.

SECTION 2. WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Master Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Master Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Master Developer for the Work Product. 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 as the Parties may jointly agree upon (the "Acquisition Date"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (the "Board") the total actual amount of cost, which, in the District Engineer's sole opinion, is reasonable for the Work Product. 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 trustee (the

“Trustee”) for the Bonds. In the event that the Master Developer disputes the District Engineer’s opinion as to cost, the District and the Master Developer agree to use good faith efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the Improvements.

A. The Master Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the District’s Board pursuant to and as set forth in this Agreement.

B. The Master Developer agrees to release to the District all right, title, and interest which the Master Developer may have in and to the above described Work Product, 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; provided, however, that the District agrees and acknowledges that the Master Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Master Developer a license to use the Work Product to the extent reasonably required by the Master Developer in connection with the ownership, construction, development, and management of the Development or other lands owned by Master Developer to which such Work Product pertains. To the extent determined necessary by the District, the Master Developer shall use commercially reasonable efforts to 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. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an “AS-IS” basis, and without any representation or warranty from the Master Developer to the District in respect thereto.

D. The Master Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Master Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer’s Report.

E. The District agrees to allow the Master Developer access to and use of the Work Product without the payment of any fee by the Master Developer. However, to the extent the Master Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Master Developer agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Master Developer has expended certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Master Developer for those portions of the Improvements which have been commenced or completed prior to the issuance of the Bonds. When a portion of the Improvements is ready for conveyance by the Master Developer to the District, the Master Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Master 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 special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Master Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine, in writing, whether the District has, based on the Master Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Master Developer agrees to cooperate and provide such certifications, warranties, representations, or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Master Developer, and the District shall pay no more than the actual cost incurred, or the reasonable cost of the improvement, whichever is less, as determined by the District Engineer.

C. The Master Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or

Improvements are as set forth in the Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to or less than each of (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Master Developer and (b) the reasonable 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.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District is willing to accept the assignment of certain construction contracts currently held by the Master Developer, if desired. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or the Master Developer providing adequate alternative security in compliance with section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Bonds are actually issued, the Master Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Master Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Master Developer, then in such event, the Master Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property exceed the lesser of the actual cost to the Master Developer or the value of an appraisal obtained by the District for this purpose. 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. The District may determine in its reasonable discretion that fee title 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 reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Master 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. The Master 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 Master Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Master Developer conveys said lands to the District. At the time of conveyance, the District may require, at Master Developer's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. Boundary or Other Adjustments. Master Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Master Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Master Developer to have the lots developed. 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.

SECTION 6. 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 Master Developer agrees to place in escrow with the Pasco County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments 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.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Master 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.
2. 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 ten (10) 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 Master Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Master Developer fails to make timely payment of any such taxes or costs, the Master Developer acknowledges the District's right to make such payment. If the District makes such payment, the Master 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 Master 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.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Master Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds (the "Prior Acquisitions"). The District agrees to pursue the issuance of the Bonds in good faith and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior 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 Prior Acquisitions. In the event the District does not or cannot issue the Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Master Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Master Developer acknowledges that the District intends to convey some or all of the Improvements to Pasco County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. IMPACT FEE CREDITS. In lieu of reimbursing the Master Developer for the cost of the Work Product, Improvements, or Real Property from the proceeds of its Series 2022 Bonds, the District can also elect to provide for such repayment through the assignment of impact fee credits generated from the District's construction of the Improvements set forth in the Engineer's Report.

SECTION 9. 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, but excluding special, consequential or punitive damages.

SECTION 10. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Master Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Master Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Master Developer shall not indemnify the District for a default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 11. 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 substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Master Developer relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. This Agreement 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 all Parties.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Master Developer. The District and the Master Developer have complied with all the requirements of law. The District and the Master Developer have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (the "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:

A. If to the District: Wiregrass II Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Attn: District Counsel

B. If to Developer: Locust Branch, LLC
3717 Turman Loop, Suite 102
Wesley Chapel, Florida 33544
Attn: _____

With a copy to: Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237
Attn: Matt Brockway

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 Master Developer may deliver Notice on behalf of the District and the Master 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 in this Agreement.

SECTION 16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Master Developer as an arm's length transaction. All 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, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Master 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 entity other than the District and the Master 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 Master Developer and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the 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 Bonds then outstanding, be entitled to cause the District to enforce the Master Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 18. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the Development then-owned by the Master Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Master Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 19. 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. Venue shall be in Pasco County, Florida.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Master Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. 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.

SECTION 23. 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.

SECTION 24. 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.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Continued on Next Page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Bill Porter, Chairman

LOCUST BRANCH, LLC, a Florida limited liability
company

Witness (Print Name)

By: _____
Name: _____
Title: _____

Exhibit A: *Supplemental Engineer's Report*, dated _____ 2022

Exhibit A

Supplemental Engineer's Report, dated _____ 2022

Tab 12

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Wiregrass II Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Bill Porter	2024
2	Colby Chandler	2024
3	Hatcher Porter	2022
4	Quinn Porter	2022
5	Caitlin Chandler	2022

This year, Seat 3, currently held by Hatcher Porter, Seat 4, currently held by Quinn Porter and Seat 5, currently held by Caitlin Chandler are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 1st day of November 2022, at 10:30 a.m., and located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its meeting held as of the date hereof. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS ____TH DAY OF ____ 2022.

**WIREGRASS II COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRPERSON, BOARD OF SUPERVISORS

SECRETARY / ASSISTANT

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Wiregrass II Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 515.268 acres, located at the northeast corner of the Chancey Boulevard and Wiregrass Ranch Boulevard intersection in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022
TIME: 10:30 a.m.
PLACE: Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph: (813) 994-1001 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Lynn Hayes
District Manager
Run Date(s): 10/11/22 & 10/18/22

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 1, 2022**

TIME: **.M.**

LOCATION: **Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Wiregrass II Community Development District to be held at Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, on November 1, 2022, at 10:30 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

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

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 1, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Wiregrass II Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

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

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

TAB 13

This instrument was prepared by and
upon recording should be returned to:

Lindsay C. Whelan, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____ 2022,
by **Wiregrass Ranch, Inc.**, a Florida corporation whose address is 3717 Turman Loop, Suite 102,
Wesley Chapel, Florida 33544, hereinafter called the “Grantor”, to the **Wiregrass II Community
Development District**, a local unit of special-purpose government organized under Chapter 190,
Florida Statutes, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614,
hereinafter called the “Grantee”:

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument
and the heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable
consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco
County, Florida, described in the attached **Exhibit A**.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance
is subject to all matters of record; however, reference hereto shall not operate to re-impose the
same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said
land in fee simple and that the Grantor has good right and lawful authority to sell and convey said
land. Further, the Grantor hereby warrants the title to said land and will defend the same against
the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but
not otherwise. Additionally, the Grantor warrants that it has complied with the provisions of
Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Wiregrass Ranch, Inc., a Florida corporation

By: _____
Name: _____
Title: _____

Witness Name: _____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2022, by _____, as _____ of Wiregrass Ranch, Inc., on its behalf. He/She [] is personally known to me or [] produced _____ as identification.

Notary Public, State of Florida

Personally Known
OR Produced Identification
Type of Identification _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

DESCRIPTION OF THE REAL PROPERTY



THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D THE FOLLOWING TWO (2) COURSES: 1) NORTH 05°39'41" EAST, A DISTANCE OF 1,104.54 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHERLY 504.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°13'37", AND A CHORD BEARING AND DISTANCE OF NORTH 01°27'06" WEST 502.77 FEET TO A POINT ON A CURVE TO THE LEFT AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D AND THE EAST LINES OF ESTANCIA PHASE 2A, AS RECORDED IN PLAT BOOK 71, PAGE 96 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND ESTANCIA PHASE 3A AND 3B, AS RECORDED IN PLAT BOOK 72, PAGE 65 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES: 1) CONTINUE NORTHERLY 25.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°42'24", AND A CHORD BEARING AND DISTANCE OF NORTH 08°55'07" WEST, 25.04 FEET; 2) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; 3) NORTHERLY 29.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF NORTH 09°41'39" WEST, 29.92 FEET; THENCE LEAVING SAID EAST LINE, NORTH 79°53'01" EAST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 31.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°41'39" EAST 31.98 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 26.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00°42'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 08°55'07" EAST 26.76 FEET; THENCE SOUTH 81°26'04" WEST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.031 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05°39'41" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LOCUST BRANCH

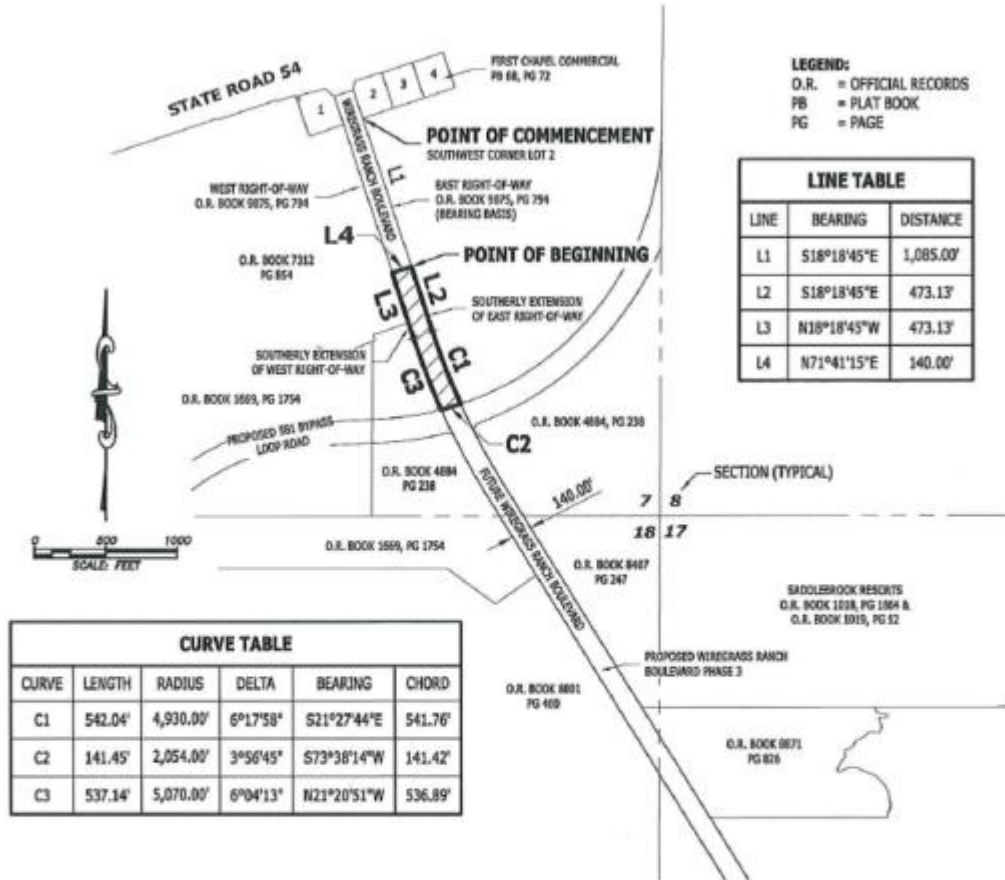
PROPOSED WIREGRASS BOULEVARD PHASE 3B



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

THIS IS NOT A SURVEY

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



WIREGRASS RANCH BOULEVARD

PHASE 4

SCALE 1"=1000'	DATE 8/02/2017	JOB No. 4463-001-001
DRAWN RBC	CHECKED JEB	SECTION 7
		TOWNSHIP 26 S
		RANGE 20 E

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
L82610

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

James D. Greer
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 05,3189
CERTIFICATE OF AUTHORIZATION No. L82610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,085.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, SOUTH 18°18'45" EAST, A DISTANCE OF 473.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°38'14" WEST 141.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 537.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 06°04'13", AND A CHORD BEARING AND DISTANCE OF NORTH 21°20'51" WEST 536.89 FEET TO THE POINT OF INTERSECTION WITH A SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF AFORESAID WIREGRASS RANCH BOULEVARD; THENCE NORTH 18°18'45" WEST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 473.13 FEET; THENCE NORTH 71°41'15" EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.257 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

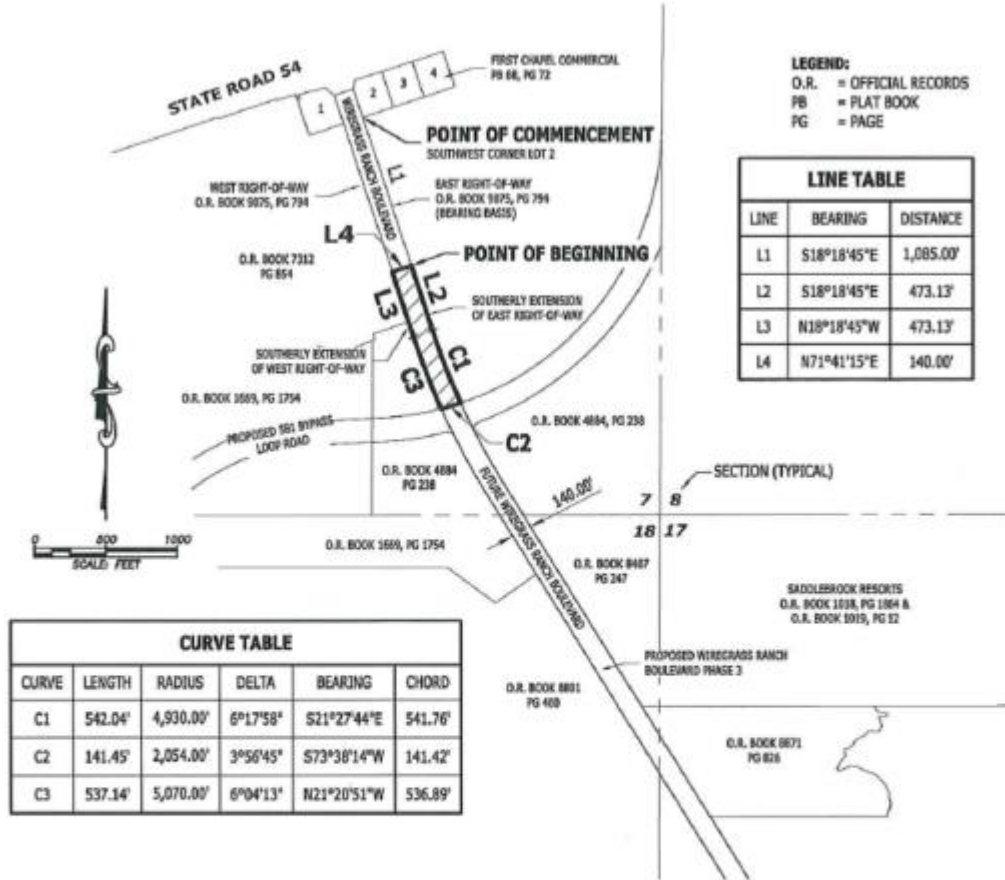
PHASE 4

King
ENGINEERING ASSOCIATES, INC.

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

THIS IS NOT A SURVEY

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



LEGEND:
O.R. = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°18'45"E	1,085.00'
L2	S18°18'45"E	473.13'
L3	N18°18'45"W	473.13'
L4	N71°41'15"E	140.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	542.04'	4,930.00'	6°17'58"	S21°27'44"E	541.76'
C2	141.45'	2,054.00'	3°56'45"	S73°38'14"W	141.42'
C3	537.14'	5,070.00'	6°04'13"	N21°20'51"W	536.89'

WIREGRASS RANCH BOULEVARD

PHASE 4

SCALE 1"=1000'	DATE 8/02/2017	JOB No. 4463-001-001
DRAWN RBC	CHECKED JEB	SECTION 7
		TOWNSHIP 26 S
		RANGE 20 E

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Fax 813 880-8882
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1.B2610

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

James D. Greer
No. 5189
STATE OF
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 05, 2189
CERTIFICATE OF AUTHORIZATION No. L22010

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 3.257 ACRES.

SURVEYOR'S NOTES:

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WIREGRASS RANCH BOULEVARD

PHASE 4

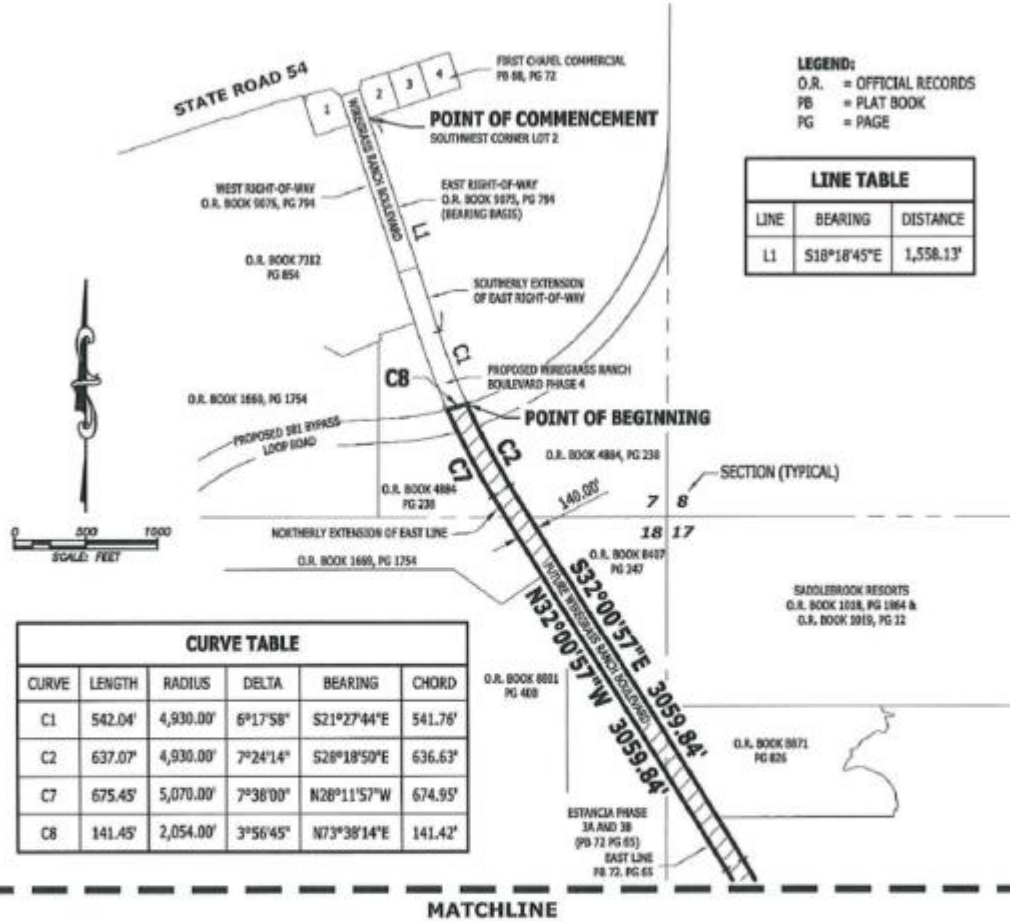
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Fax 813 880-8882
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LB2610

**TOGETHER
WITH**

THIS IS NOT A SURVEY

SECTIONS 7, 17, 18 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



LEGEND:
O.R. = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°18'45"E	1,558.13'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	542.04'	4,930.00'	6°17'58"	S21°27'44"E	541.76'
C2	637.07'	4,930.00'	7°24'14"	S28°18'50"E	636.63'
C7	675.45'	5,070.00'	7°38'00"	N28°11'57"W	674.95'
C8	141.45'	2,054.00'	3°56'45"	N73°38'14"E	141.42'

MATCHLINE

WIREGRASS RANCH BOULEVARD

PHASE 3

SCALE 1" = 1000'	DATE 8/02/2017	JOB No. 4463-001-001		
DRAWN RBC	CHECKED JEB	SECTION 7	TOWNSHIP 26 S	RANGE 20 E

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CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
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James D. Greer
No. 5180
STATE OF
FLORIDA
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # C.S. 5180
CERTIFICATE OF AUTHORIZATION LB2610

THIS IS NOT A SURVEY

MATCHLINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C3	861.39'	2,170.00'	22°44'38"	S20°38'38"E	855.75'
C4	565.59'	2,170.00'	14°56'01"	S01°48'19"E	563.99'
C5	529.10'	2,030.00'	14°56'01"	N01°48'19"W	527.60'
C6	805.82'	2,030.00'	22°44'38"	N20°38'38"W	800.54'

LINE TABLE		
LINE	BEARING	DISTANCE



SURVEYOR'S NOTES:

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WIREGRASS RANCH BOULEVARD

PHASE 3

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LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 7, 17, 18 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, RESPECTIVELY, SOUTH 18°18'45" EAST, A DISTANCE OF 1558.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY 637.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 07°24'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°18'50" EAST 636.63 FEET; THENCE SOUTH 32°00'57" EAST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 861.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 20°38'38" EAST 855.75 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,377.49 FEET; THENCE NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF ESTANCIA PHASE 1D, ACCORDING TO PLAT BOOK 61, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY EXTENSION AND ALONG THE SAID EAST LINE OF ESTANCIA PHASE 1D, AND THE EAST LINES OF ESTANCIA PHASE 2A, PLAT BOOK 71, PAGE 95 AND ESTANCIA PHASES 3A AND 3B, PLAT BOOK 72, PAGE 65, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE OF ESTANCIA PHASES 3A AND 3B, RESPECTIVELY, THE FOLLOWING FIVE (5) COURSES, 1) NORTH 05°39'41" EAST, A DISTANCE OF 1,377.49 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHERLY 529.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST 527.60 FEET; 3) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; 4) NORTHERLY 805.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF NORTH 20°38'38" WEST 800.54 FEET; 5) NORTH 32°00'57" WEST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 675.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 07°38'00", AND A CHORD BEARING AND DISTANCE OF NORTH 28°11'57" WEST 674.95 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF NORTH 73°38'14" EAST 141.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.655 ACRES.

WIREGRASS RANCH BOULEVARD

PHASE 3

King
ENGINEERING ASSOCIATES, INC.

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

Sheet 3 of 3

C:\S\REV\REV\4403\001\001\Production\Drawings\Wiregrass Ranch Blvd Ph 3 S&L.dwg, August 3, 2017 1:32 PM, King Engineering Associates Inc.

LESS AND EXCEPT

That portion of Chancey Road Phase 2 conveyed
to Pasco County in Official Records Book 9631,
Page 2132

LESS AND EXCEPT

**SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA**

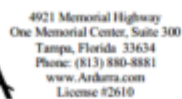


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°39'41"E	94.10'
L2	N09°16'19"W	295.62'
L3	N80°43'41"E	140.00'
L4	S09°16'19"E	295.62'
L5	N84°20'19"W	140.00'

WIREGRASS RANCH, INC.

PROPOSED WIREGRASS RANCH BOULEVARD PHASE 3 CONSTRUCTION ACCESS EASEMENT

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



JEFFREY LAYNE KOHLER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6201
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D THE FOLLOWING FOUR (4) COURSES: 1) NORTH 05°39'41" EAST, A DISTANCE OF 94.10 FEET TO THE POINT OF BEGINNING; 2) CONTINUE ALONG SAID LINE, NORTH 05°39'41" EAST A DISTANCE OF 1,010.44 FEET TO A POINT ON A CURVE TO THE LEFT; 3) NORTHERLY 529.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST, 527.60 FEET; 4) NORTH 09°16'19" WEST, A DISTANCE OF 295.62 FEET; THENCE LEAVING SAID EAST LINE, NORTH 80°43'41" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 295.62 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,010.44 FEET TO A POINT ON THE NORTHERLY LINE OF CHANCEY ROAD PHASE 2, AS RECORDED IN OFFICIAL RECORDS BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE, NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.957 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05°39'41" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

WIREGRASS RANCH, INC.

PROPOSED WIREGRASS RANCH BOULEVARD PHASE 3 CONSTRUCTION ACCESS EASEMENT



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

Q:\SURVEY\000462019\3124\Production\Bare\WG3 Ph 3 - CONST ACCESS S-L.dwg, March 5, 2020 3:19 PM, ARDURRA GROUP, Inc.

TAB 14

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT PROMISSORY NOTE**

WIREGRASS RANCH BOULEVARD PHASE 3B AND 4 REAL PROPERTY

Owner: Wiregrass Ranch, Inc.

Principal Amount: \$ _____¹

Date: _____, 2022

Interest Rate: _____ % per annum

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created, established and existing pursuant to Chapter 190, *Florida Statutes* (the “**District**”), for value received, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal as shown above, in a single installment, which is due and payable by the District from i) legally available sources which have been approved by the District’s Board of Supervisors (the “**Board**”) to be utilized for the repayment of such amounts due and owing; or ii) from the proceeds of the District’s issuance of a future series of bonds or other indebtedness, when and if issued by the District in its sole discretion, which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement and other agreements applicable to such bonds or other indebtedness; or iii) assignment of impact fees (the “**Bonds**”); provided however, that such payment is contingent upon (i) a determination by the District’s bond counsel that the acquisition is properly compensable from the proceeds of the Bonds, and (ii) the inclusion of the acquisition that is the subject of this Promissory Note within the scope of the applicable capital improvement plan relative to such Bonds. The District is under no obligation to approve amounts to be remitted to the Owner as repayment of the principal due hereunder, and the Owner shall have no right to compel the District to pay such principal from any source of funds of the District.

Interest on this Note will be computed on the basis of a 360-day year of twelve, 30-day months. This Note is given to finance the purchase price for certain real property which is more particularly described in the *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (Series 2022 Project)* dated _____, 2022, by and between the District, Wiregrass Ranch, Inc. and Owner.

This Note 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. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

¹ Note that the District is only acquiring _____ acres (the “Acquired Property”) of the real property identified in the Appraisal Report attached hereto as Exhibit A. The Acquired Property is more specifically described in the attached Exhibit B. Accordingly, the principal amount of this Promissory Note attributable to the Acquired Property is \$ _____.

This Note 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 Note may be assigned by Owner without the consent of the District or any party.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist, and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Owner bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation, or provision herein to the contrary, it is the express intent of the Owner that no interest, consideration, or charge in excess of that permitted in the State of Florida may be accrued, charged, or taken or become payable hereunder. In the event it is hereafter determined that the Owner has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Owner hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

IN WITNESS WHEREOF, the Wiregrass II Community Development District has caused this Note to bear the signature of its 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:

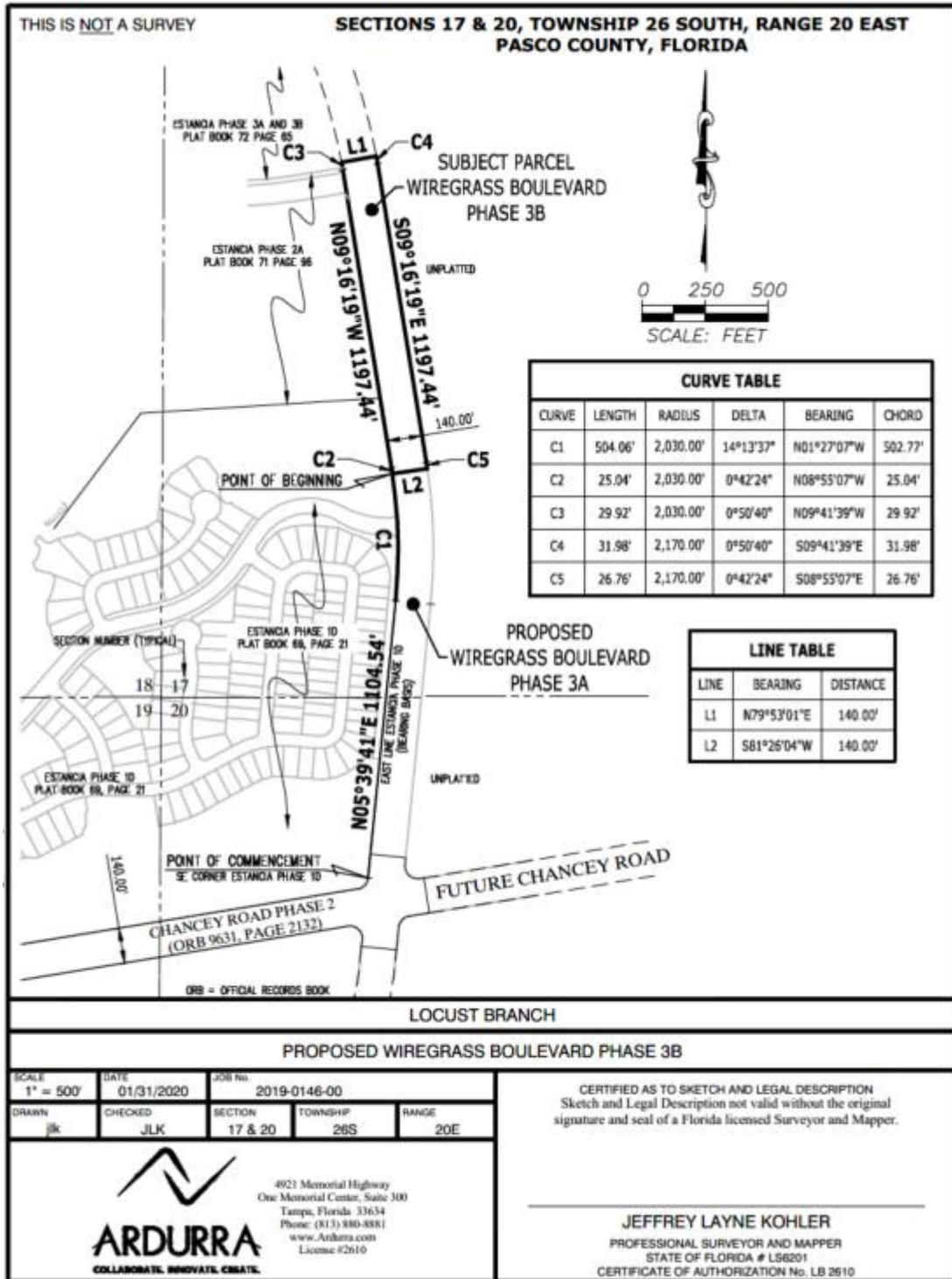
**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

Legal Description of the Acquired Property Subject to this Promissory Note



THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST,
PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D THE FOLLOWING TWO (2) COURSES: 1) NORTH 05°39'41" EAST, A DISTANCE OF 1,104.54 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHERLY 504.06 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°13'37", AND A CHORD BEARING AND DISTANCE OF NORTH 01°27'06" WEST 502.77 FEET TO A POINT ON A CURVE TO THE LEFT AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D AND THE EAST LINES OF ESTANCIA PHASE 2A, AS RECORDED IN PLAT BOOK 71, PAGE 96 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND ESTANCIA PHASE 3A AND 3B, AS RECORDED IN PLAT BOOK 72, PAGE 65 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES: 1) CONTINUE NORTHERLY 25.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°42'24", AND A CHORD BEARING AND DISTANCE OF NORTH 08°55'07" WEST, 25.04 FEET; 2) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; 3) NORTHERLY 29.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF NORTH 09°41'39" WEST, 29.92 FEET; THENCE LEAVING SAID EAST LINE, NORTH 79°53'01" EAST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 31.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°41'39" EAST 31.98 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 26.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00°42'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 08°55'07" EAST 26.76 FEET; THENCE SOUTH 81°26'04" WEST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.031 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05°39'41" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LOCUST BRANCH

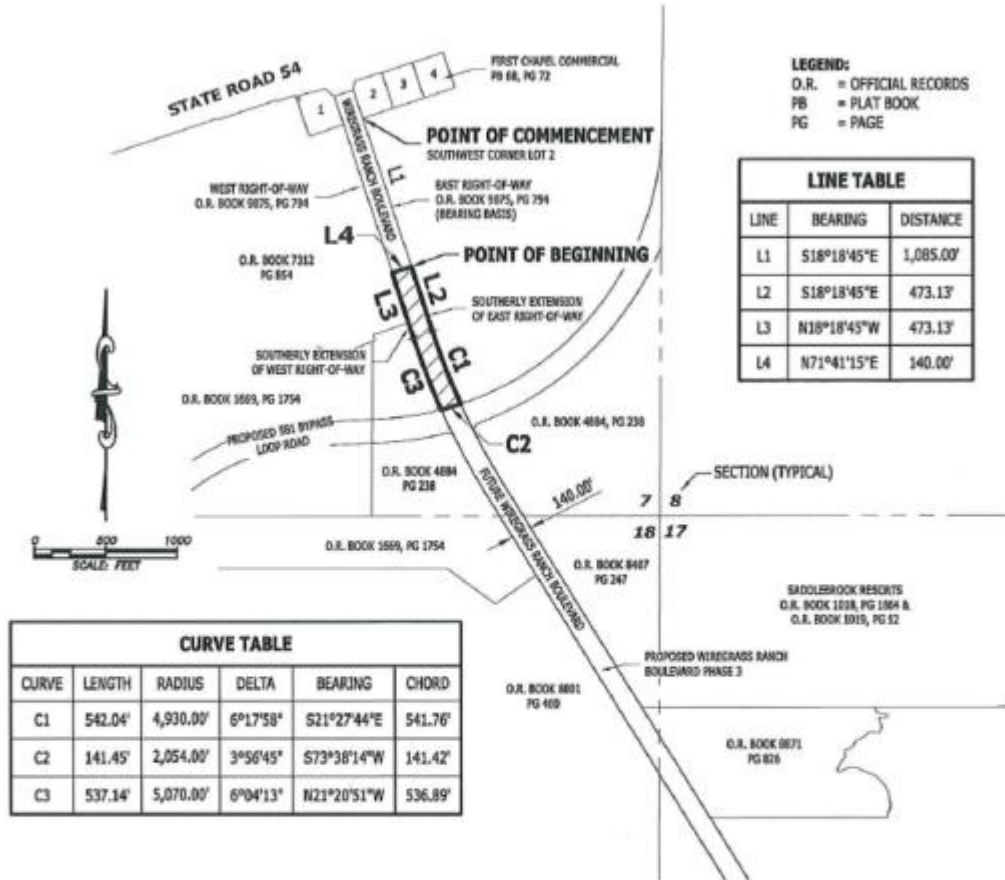
PROPOSED WIREGRASS BOULEVARD PHASE 3B



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

THIS IS NOT A SURVEY

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



WIREGRASS RANCH BOULEVARD

PHASE 4

SCALE 1"=1000'	DATE 8/02/2017	JOB No. 4463-001-001
DRAWN RBC	CHECKED JEB	SECTION 7
		TOWNSHIP 26 S
		RANGE 20 E

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
L82610

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

James D. Greer
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 05,3189
CERTIFICATE OF AUTHORIZATION No. L82610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,085.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, SOUTH 18°18'45" EAST, A DISTANCE OF 473.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°38'14" WEST 141.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 537.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 06°04'13", AND A CHORD BEARING AND DISTANCE OF NORTH 21°20'51" WEST 536.89 FEET TO THE POINT OF INTERSECTION WITH A SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF AFORESAID WIREGRASS RANCH BOULEVARD; THENCE NORTH 18°18'45" WEST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 473.13 FEET; THENCE NORTH 71°41'15" EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.257 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD, BEING SOUTH 18°18'45" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

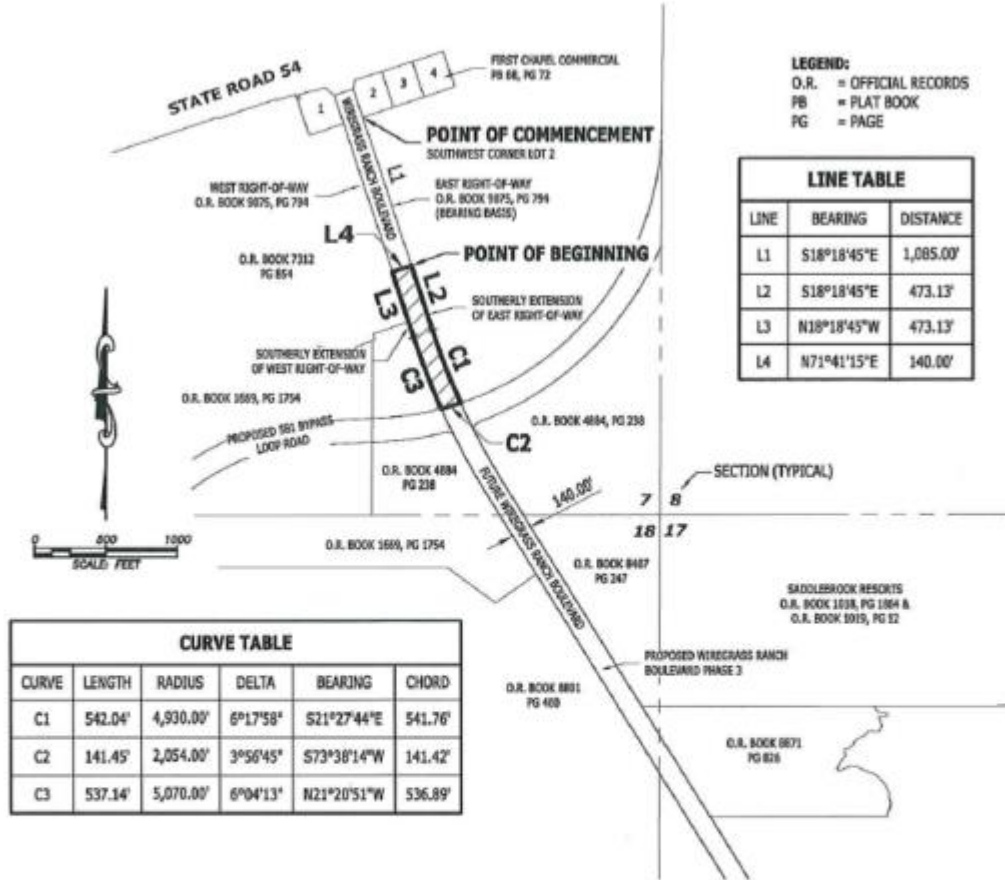
PHASE 4

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Phone 813 880-8881
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www.kingengineering.com
LB2610

THIS IS NOT A SURVEY

SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



LEGEND:
O.R. = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°18'45"E	1,085.00'
L2	S18°18'45"E	473.13'
L3	N18°18'45"W	473.13'
L4	N71°41'15"E	140.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	542.04'	4,930.00'	6°17'58"	S21°27'44"E	541.76'
C2	141.45'	2,054.00'	3°56'45"	S73°38'14"W	141.42'
C3	537.14'	5,070.00'	6°04'13"	N21°20'51"W	536.89'

WIREGRASS RANCH BOULEVARD

PHASE 4

SCALE 1"=1000'	DATE 8/02/2017	JOB No. 4463-001-001
DRAWN RBC	CHECKED JEB	SECTION 7
		TOWNSHIP 26 S
		RANGE 20 E

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
1.B2610

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

James D. Greer
No. 5189
STATE OF
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 05, 2189
CERTIFICATE OF AUTHORIZATION No. 13, 2010

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,085.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, SOUTH 18°18'45" EAST, A DISTANCE OF 473.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 73°38'14" WEST 141.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 537.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 06°04'13", AND A CHORD BEARING AND DISTANCE OF NORTH 21°20'51" WEST 536.89 FEET TO THE POINT OF INTERSECTION WITH A SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF AFORESAID WIREGRASS RANCH BOULEVARD; THENCE NORTH 18°18'45" WEST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 473.13 FEET; THENCE NORTH 71°41'15" EAST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.257 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD, BEING SOUTH 18°18'45" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

PHASE 4

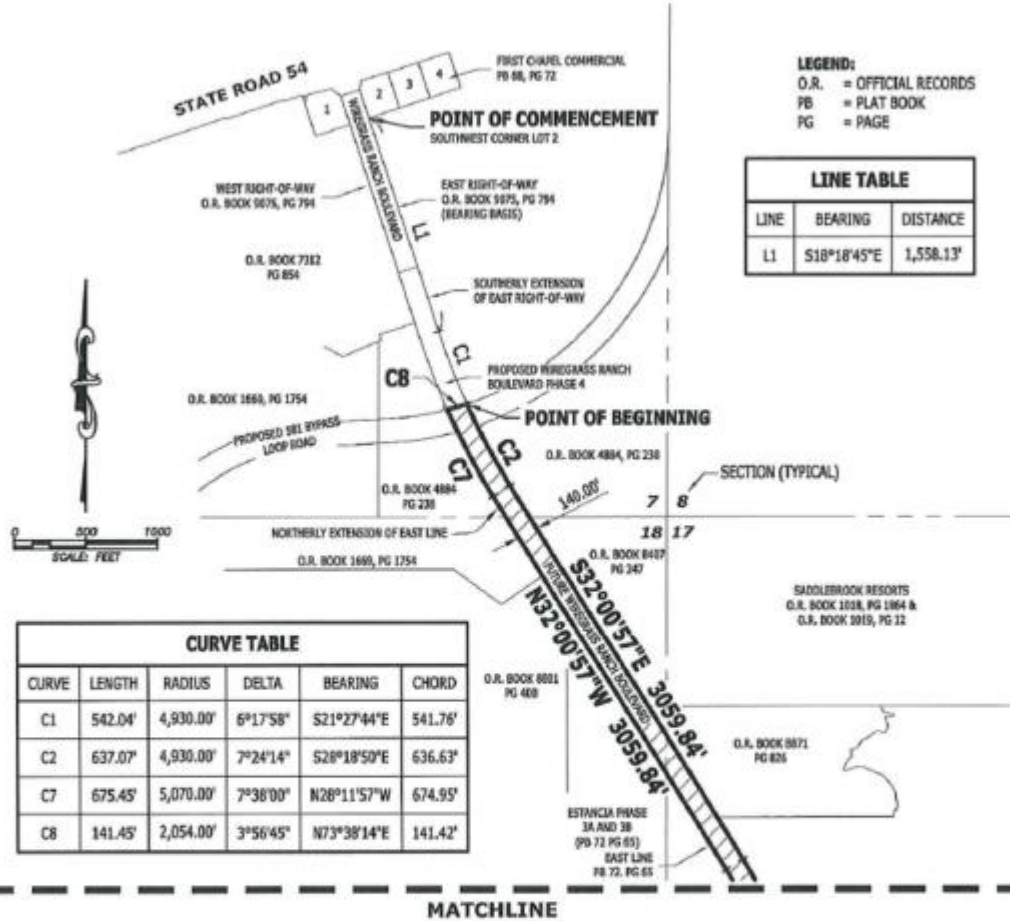
King
ENGINEERING ASSOCIATES, INC.

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

**TOGETHER
WITH**

THIS IS NOT A SURVEY

SECTIONS 7, 17, 18 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



LEGEND:
O.R. = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°18'45"E	1,558.13'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	542.04'	4,930.00'	6°17'58"	S21°27'44"E	541.76'
C2	637.07'	4,930.00'	7°24'14"	S28°18'50"E	636.63'
C7	675.45'	5,070.00'	7°38'00"	N28°11'57"W	674.95'
C8	141.45'	2,054.00'	3°56'45"	N73°38'14"E	141.42'

MATCHLINE

WIREGRASS RANCH BOULEVARD

PHASE 3

SCALE 1" = 1000'	DATE 8/02/2017	JOB No. 4463-001-001		
DRAWN RBC	CHECKED JEB	SECTION 7	TOWNSHIP 26 S	RANGE 20 E

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

King
ENGINEERING ASSOCIATES, INC.

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

James D. Greer
No. 5180
STATE OF
FLORIDA
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # C.S. 5180
CERTIFICATE OF AUTHORIZATION LB2610

THIS IS NOT A SURVEY

MATCHLINE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C3	861.39'	2,170.00'	22°44'38"	S20°38'38"E	855.75'
C4	565.59'	2,170.00'	14°56'01"	S01°48'19"E	563.99'
C5	529.10'	2,030.00'	14°56'01"	N01°48'19"W	527.60'
C6	805.82'	2,030.00'	22°44'38"	N20°38'38"W	800.54'

LINE TABLE		
LINE	BEARING	DISTANCE



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD, BEING SOUTH 18°18'45" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

PHASE 3

King
ENGINEERING ASSOCIATES, INC.

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

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 7, 17, 18 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, FIRST CHAPEL COMMERCIAL, ACCORDING TO PLAT BOOK 68, PAGE 72 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 18°18'45" EAST, ALONG THE EAST RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 9075, PAGE 794 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY, RESPECTIVELY, SOUTH 18°18'45" EAST, A DISTANCE OF 1558.13 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 542.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 06°17'58", AND A CHORD BEARING AND DISTANCE OF SOUTH 21°27'44" EAST 541.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY 637.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4,930.00 FEET, A CENTRAL ANGLE OF 07°24'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 28°18'50" EAST 636.63 FEET; THENCE SOUTH 32°00'57" EAST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 861.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF SOUTH 20°38'38" EAST 855.75 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,377.49 FEET; THENCE NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF ESTANCIA PHASE 1D, ACCORDING TO PLAT BOOK 61, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY EXTENSION AND ALONG THE SAID EAST LINE OF ESTANCIA PHASE 1D, AND THE EAST LINES OF ESTANCIA PHASE 2A, PLAT BOOK 71, PAGE 95 AND ESTANCIA PHASES 3A AND 3B, PLAT BOOK 72, PAGE 65, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, AND ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE OF ESTANCIA PHASES 3A AND 3B, RESPECTIVELY, THE FOLLOWING FIVE (5) COURSES, 1) NORTH 05°39'41" EAST, A DISTANCE OF 1,377.49 FEET TO A POINT ON A CURVE TO THE LEFT; 2) NORTHERLY 529.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST 527.60 FEET; 3) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; 4) NORTHERLY 805.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF NORTH 20°38'38" WEST 800.54 FEET; 5) NORTH 32°00'57" WEST, A DISTANCE OF 3,059.84 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 675.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,070.00 FEET, A CENTRAL ANGLE OF 07°38'00", AND A CHORD BEARING AND DISTANCE OF NORTH 28°11'57" WEST 674.95 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE EASTERLY 141.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,054.00 FEET, A CENTRAL ANGLE OF 03°56'45", AND A CHORD BEARING AND DISTANCE OF NORTH 73°38'14" EAST 141.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.655 ACRES.

WIREGRASS RANCH BOULEVARD

PHASE 3

King
ENGINEERING ASSOCIATES, INC.

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

Sheet 3 of 3

C:\S\REV\REV\4403\001\001\Production\Drawings\Wiregrass Ranch Blvd Ph 3 S&L.dwg, August 3, 2017 1:32 PM, King Engineering Associates Inc.

LESS AND EXCEPT

That portion of Chancey Road Phase 2 conveyed
to Pasco County in Official Records Book 9631,
Page 2132

LESS AND EXCEPT

THIS IS NOT A SURVEY

**SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA**



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	529.10'	2,030.00'	14°56'01"	N01°48'19"W	527.60'
C2	565.59'	2,170.00'	14°56'01"	S01°48'19"E	563.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°39'41"E	94.10'
L2	N09°16'19"W	295.62'
L3	N80°43'41"E	140.00'
L4	S09°16'19"E	295.62'
L5	N84°20'19"W	140.00'

WIREGRASS RANCH, INC.

PROPOSED WIREGRASS RANCH BOULEVARD PHASE 3 CONSTRUCTION ACCESS EASEMENT

SCALE 1" = 500'	DATE 01/31/2020	JOB No. 2019-0146-00
DRAWN jlk	CHECKED JLK	SECTION 17 & 20
		TOWNSHIP 26S
		RANGE 20E

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



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

JEFFREY LAYNE KOHLER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6201
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ESTANCIA PHASE 1D THE FOLLOWING FOUR (4) COURSES: 1) NORTH 05°39'41" EAST, A DISTANCE OF 94.10 FEET TO THE POINT OF BEGINNING; 2) CONTINUE ALONG SAID LINE, NORTH 05°39'41" EAST A DISTANCE OF 1,010.44 FEET TO A POINT ON A CURVE TO THE LEFT; 3) NORTHERLY 529.10 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST, 527.60 FEET; 4) NORTH 09°16'19" WEST, A DISTANCE OF 295.62 FEET; THENCE LEAVING SAID EAST LINE, NORTH 80°43'41" EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 295.62 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,010.44 FEET TO A POINT ON THE NORTHERLY LINE OF CHANCEY ROAD PHASE 2, AS RECORDED IN OFFICIAL RECORDS BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY LINE, NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.957 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05°39'41" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

WIREGRASS RANCH, INC.

PROPOSED WIREGRASS RANCH BOULEVARD PHASE 3 CONSTRUCTION ACCESS EASEMENT



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

Exhibit B

Valuation of Real Property Subject to this Promissory Note

TAB 15

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Wiregrass II Community Development District was held on **Thursday, January 27, 2022, at 10:30 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present were:

Bill Porter	Board Supervisor, Chair
Colby Chandler	Board Supervisor, Vice Chair
Hatcher Porter	Board Supervisor, Assistant Secretary
Quinn Porter	Board Supervisor, Assistant Secretary

Also Present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Scott Sheridan	Developer, Locust Branch
Lindsay Whelan	District Counsel, Kutak Rock LLP
Victor Barbosa	District Engineer, Waldrop Engineering <i>(via conf. call)</i>

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Hayes confirmed there was a quorum present and called the meeting to order.

SECOND ORDER OF BUSINESS

Audience Comments

No members of general audience in attendance.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board
of Supervisors Meeting held on
October 28, 2021

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors approved the regular meeting minutes from October 28, 2021, for Wiregrass II Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for
October, November, and December
2021**

Mr. Hayes presented the Operation and Maintenance Expenditures for October, November, and December 2021.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors ratified the payment of Operation & Maintenance Expenditures for October (\$6,175.73), November, (\$12,797.40), and December 2021(\$19,947.65), for Wiregrass II Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Kutak Rock LLP Fee
Schedule**

Ms. Whelan reviewed the Kutak Rock LLP Fee Schedule with the Board.

On a Motion by Ms. Quinn Porter, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors ratified the Kutak Rock LLP Fee Schedule, for Wiregrass II Community Development District

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-01,
Adopting Prompt Payment Policies
and Procedures**

On a Motion by Mr. Bill Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adopted Resolution 2022-01, Adopting Prompt Payment Policies and Procedures, for Wiregrass II Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Direct Materials Purchase
Authorization**

On a Motion by Ms. Quinn Porter, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors adopted Resolution 2022-02, Direct Materials Purchase Authorization, for Wiregrass II Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Work Authorization
Assigning Ardurra Group as
Purchasing Agent**

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Work Authorization assigning Ardurra Group as the Purchasing Agent, for Wiregrass II Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

Mr. Barbosa informed the Board that Waldrop Engineering is changing their name to Atwell. He further indicated there is no need for a stormwater needs analysis at this time. District Counsel will prepare and provide an Agreement Assignment Letter so it can be included in the February 24, 2022, meeting agenda.

C. District Manager Report

Mr. Hayes presented his report to the Board and announced that the next regularly scheduled meeting would be February 24, 2022, at 10:30 a.m. at the offices of Rizzetta & Company Inc. located at 5844 Old Pasco Road, Wesley Chapel, FL 33544. He reviewed the results of the 4th quarter ADA website compliance audit report and informed them that the website passed in all areas of the ADA Website Accessibility & Florida F.S. 189.069 requirements. Mr. Sheridan provided an update on phase three of the Wiregrass Ranch Blvd project. He indicated they are on schedule and piping is going in and they expect that to be completed sometime in September. He also stated there have been a few challenges during the dirt part of the project- he will meet with RIPA to figure out what the consequences may be and will discuss this at the next meeting or the following meeting.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Hayes stated that if there was no more business to come before the Board than a motion to adjourn would be in order.

On a Motion by Ms. Quinn Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adjourned the meeting at 10:44 a.m. for Wiregrass II Community Development District.

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144

Secretary/ Assistant Secretary

Chair/Vice Chair

DRAFT

Tab 16

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures January 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,715.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	001127	6787-12-21	Arbitrage Rebate Calculation Series 2020	\$ 450.00
Kutak Rock LLP	001128	2963582	Legal Services 11/21	\$ 116.50
Kutak Rock LLP	001131	2979967	Legal Services 12/21	\$ 892.50
Rizzetta & Company, Inc.	001126	INV0000064576	District Management Fees 01/22	\$ 4,048.25
Rizzetta & Company, Inc.	001132	INV0000064844	Annual Dissemination Services FY21/22	\$ 5,000.00
U.S. Bank	001129	6370838	Trustee Fees Series 2020 12/01/2021-11/30/2022	\$ 4,040.63
Wiregrass Irrigation, LLC	001130	015	Irrigation Fees 12/21	<u>\$ 8,167.40</u>
Report Total				<u><u>\$ 22,715.28</u></u>

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures February 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$19,501.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atwell, LLC	001137	0268597	Engineering Services 12/21 & 01/22	\$ 911.25
Egis Insurance Advisors LLC	001135	15230	Addition - Building Materials 10/1/21-10/1/22	\$ 3,995.00
Kutak Rock LLP	001138	3008079	Legal Services 01/22	\$ 2,467.74
Rizzetta & Company, Inc.	001133	INV0000065415	District Management Fees 02/22	\$ 4,048.25
Times Publishing Company	001134	0000205432 01/19/22	Legal Advertising Account #200049 01/22	\$ 104.80
Wiregrass irrigation, LLC	001136	016	Irrigation Fees 01/22	<u>\$ 7,974.90</u>
Report Total				<u>\$ 19,501.94</u>

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures March 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2022 through March 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,220.04**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock LLP	001141	3021994	Legal Services 02/22	\$ 2,210.64
Rizzetta & Company, Inc.	001139	INV0000066331	District Management Fees 03/22	\$ 4,048.25
Wiregrass irrigation, LLC	001140	017	Irrigation Fees 02/22	<u>\$ 7,961.15</u>
Report Total				<u>\$ 14,220.04</u>

Tab 17



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 26, 2022 @ 10:30 AM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next LO Election (Seat 3 Hatcher Porter, Seat 2 Quinn Porter, Seat 1 Caitlin Chandler):** November 1, 2022
- **Landowners Election:** The Second Year Landowner Election will have to be held on **November 1, 2022** which is the 1st Tuesday of Month per FL Statute 190. Seat 3 will be a 2-year term and Seats 4 & 5 will be 4-year terms.

District Manager's Report

April 28

2022

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FINANCIAL SUMMARY

3/31/2022

General Fund Cash & Investment Balance:	\$169,783
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	<u>\$893,274</u>
Total Cash and Investment Balances:	\$1,063,057
General Fund Expense Variance: \$18,755	Under Budget