

***UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Wednesday
April 1, 2020
6:00 p.m.***

***Location:
Conducted Via Electronic Teleconference***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Union Park East Community Development District

Development Planning and Financing Group

☐ 250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext. 4205

☒ 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

Board of Supervisors
Union Park East Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District was scheduled for **Wednesday, April 1, 2020 at 6:00 p.m.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel Parkway, Florida, 33544.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099
Passcode: 202 188 901#

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The actions taken at this meeting are strictly related to developer owned property and have no impact on existing residential properties. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore
District Manager

Cc: Attorney
Engineer
District Records

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Tonya Elliott-Moore	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9104, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

District: UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday April 1st, 2020

Time: 6:00 p.m.

Location: Via Electronic Teleconference
Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, FL

Dial-in Number: **(929) 205-6099**

Meeting ID: 202 188 901#

Agenda

I. Roll Call

Mike Lawson – Chair

Doug Draper – Vice Chair

Lori Price – Asst. Secretary

Christie Ray – Asst. Secretary

District Attorney

District Engineer

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Consent Agenda

A. Approval of February 21, 2020 Special Meeting Minutes

Exhibit 1

B. Approval of February 2020 Financial Statements (unaudited)

Exhibit 2

IV. Business Matters

A. Declaring Special Assessments Public Hearing for the 2020 Maturity Extension of Series 2019A-2 Bonds (Assessment Area Two)

1. Open Public Hearing

2. Review and Approve Report of the District Engineer, dated April 16, 2019

Exhibit 3

3. Review and Approve Third Supplemental Special Assessment Methodology Report for the Exchange of the Series 2019A-2 Bonds (Assessment Area Two) into Capital Improvement Revenue Bonds, Series 2020

Exhibit 4

4. Audience Comments

5. Close Public Hearing

B. Consideration and Adoption of Resolution 2020-05, Approving and Levying Debt Assessments for the 2020 Maturity Extension of the Series 2019A-2 Bonds (Assessment Area Two)

Exhibit 5

- C. Consideration and Adoption of Resolution 2020-06, Approving the First Amendment to Fifth Supplemental Trust Indenture *Exhibit 6*
- D. Consideration and Adoption of Resolution 2020-07, Appointing a Secretary *Exhibit 7*
- E. Consideration and Ratification of Ally Facility Solutions dba City Wide Amenity Center Cleaning Contract *Exhibit 8*

V. Administrative Matters

VI. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VII. Audience Comments – New Business – (*limited to 3 minutes per individual*)

VIII. Adjournment

EXHIBIT 1.

1 **MINUTES OF MEETING**

2 **UNION PARK EAST**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Union Park East Community
5 Development District was held on Friday, February 21, 2020 at 9:00 a.m. at Residence Inn, 2101
6 Northpoint Parkway, Lutz, Florida 33558.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Cusmano called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Mike Lawson	Board Supervisor, Chairman
11	Doug Draper	Board Supervisor, Vice Chairman
12	Christie Ray	Board Supervisor, Assistant Secretary

13 Also present were:

14	Paul Cusmano	District Manager, DPGF Management & Consulting LLC
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15 *The following is a summary of the discussions and actions taken at the February 21, 2020 Union Park*
16 *East CDD Board of Supervisors Regular Meeting.*

17 **SECOND ORDER OF BUSINESS – Audience Comments**

18 There being none, the next item followed.

19 **THIRD ORDER OF BUSINESS – Consent Agenda**

20 A. Exhibit 1: Approval of the February 5, 2020 Regular Meeting Minutes

21 B. Exhibit 2: Acceptance of the January 2020 Financial Reports (unaudited)

22 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board 23 approved Items A and B of the Consent Agenda for the Union Park East Community Development 24 District.

25 **FOURTH ORDER OF BUSINESS – Business Matters**

26 A. Exhibit 3: Consideration and Adoption of **Resolution 2020-03**, Declaring Debt Assessment for
27 the 2020 Maturity Extension of Series 2019A-2 Bonds (Assessment Area Two)

28 Mr. Lawson noted that the bonds were to be adjusted from interest-only to self-amortizing.

29 1. Exhibit 4: Report of the District Engineer, dated April 16, 2019

30 2. Third Supplemental Special Assessment Methodology Report for the Exchange of the
31 Series 2019A-2 Bonds (Assessment Area Two) into Capital Improvement Revenue
32 Bonds, Series 2020

33 On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted 34 Resolution 2020-03 , Declaring Debt Assessment for the 2020 Maturity Extension of Series 2019A-2 35 Bonds (Assessment Area Two), for the Union Park East Community Development District.
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36 B. Exhibit 5: Consideration and Adoption of **Resolution 2020-04**, Setting the Public Hearing for
37 Debt Assessments for the 2020 Maturity Extension of the Series 2019A-2 Bonds (Assessment
38 Area Two)

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted **Resolution 2020-04**, Setting the Public Hearing for Debt Assessments for the 2020 Maturity Extension of the Series 2019A-2 Bonds (Assessment Area Two) for April 1, 2020, for the Union Park East Community Development District.

FIFTH ORDER OF BUSINESS – Administrative Matters

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Manager

There being none, the next item followed.

B. District Counsel

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS – Audience Questions – New Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

Mr. Lawson asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adjourned the meeting for the Union Park East Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on April 1, 2020.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

Union Park East CDD
Financial Report Summary - General Fund & Construction Fund
2/29/2020

For The Period Ending :	GENERAL FUND	CONSTRUCTION 2017 A-1	CONSTRUCTION 2019 A-1
	2/29/2020	2/29/2020	2/29/2020
CASH BALANCE	\$ 637,905	\$ 15,778	\$ 683,488
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	57,971	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	3,536	589,991	683,488
LESS: RESTRICTED CASH	(13,319)		
LESS: ACCOUNTS PAYABLE	(421,207)	(379,193)	(823,062)
NET CASH BALANCE	\$ 264,886	\$ 226,576	\$ 543,914

GENERAL FUND REVENUE AND EXPENDITURES (FY 2020 YTD):

	2/29/2020 ACTUAL YEAR-TO-DATE	2/29/2020 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 418,196	\$ 437,278	\$ (19,082)
EXPENDITURES (YTD)	(247,660)	(227,749)	(19,911)
NET OPERATING CHANGE	\$ 170,536	\$ 209,529	\$ (38,993)

AVERAGE MONTHLY EXPENDITURES	\$ 49,532	\$ 45,550	\$ (3,982)
PROJECTED EOY BASED ON AVERAGE	\$ 594,384	\$ 774,346	\$ 179,962

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	2/29/2020 ACTUAL YEAR-TO-DATE	2/29/2020 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ 313,058	\$ 315,671	\$ (2,613)
ASSESSMENTS-OFF-ROLL (NET)	104,943	148,729	(43,786)
MISCELLANEOUS REVENUE	195	-	195
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	65,484	44,695	(20,789)
DEBT ADMINISTRATION	6,500	8,298	
FIELD SERVICE EXPENDITURES -FIELD TECH SERVICES	5,010	4,175	(835)
FIELD SERVICE EXPENDITURES - LANDSCAPE	54,075	84,083	30,008
FIELD SERVICE EXPENDITURES - STREETLIGHTS	25,969	26,200	231
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	7,796	10,500	2,704
FIELD SERVICE EXPENDITURES - OTHER	1,640	11,767	10,127
AMENITY CENTER EXPENDITURES	24,053	38,031	13,978
RESERVE	-	-	-
UNBUDGETED EXPENDITURES	57,133	-	(57,133)
TOTAL EXPENDITURES	\$ 247,660	\$ 227,749	\$ (21,709)

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**

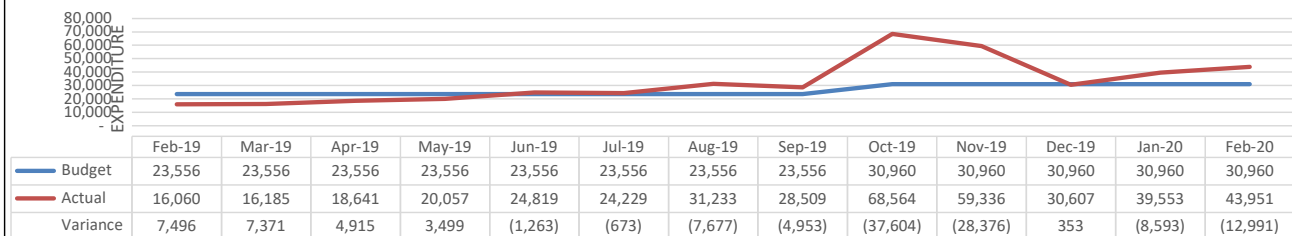


EXHIBIT 3.

**Union Park East
Community Development District**

Capital Improvement Revenue Bonds
Series 2019
Report of the District Engineer



Prepared for:
Board of Supervisors
Union Park East Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

April 16, 2019



1.0 INTRODUCTION

The Union Park East Community Development District (the "District") encompasses approximately 331.5 acres within the Wesley Chapel area of southern Pasco County, Florida and is within the Livingston (n.k.a. Golden Ranch) Master Planned Unit Development (the "MPUD"). The District is located within Section 35, Township 26 South, Range 20 East, approximately 1.5 miles east of Meadow Pointe Boulevard with planned access to the District via an extension of Oldwoods Avenue from its current terminus in the abutting Union Park community through to the eastern boundary of the MPUD. The District is currently bound by Union Park Community Development District on the west, K-Bar Ranch (City of Tampa jurisdiction) on the south, the Schickendanz property (Wyndfields MPUD) on the north and vacant land within the MPUD on the east.

See Exhibit A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The Petition to Establish Union Park East Community Development District (Pasco County Ordinance 16-28) was approved by the Pasco County Board of County Commissioners on October 11, 2016. The District was established for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. A Report of the District Engineer, dated May 19, 2017, was prepared for issuance of the Capital Improvement Revenue Bonds, Series 2017 which were to fund the construction of a portion of the planned public improvements and community facilities within the District. The purpose of this Report of the District Engineer (the "Report") is to update the project information and provide a description and estimated costs of the incomplete public improvements and community facilities within Assessment Area 2 (Phases 7B, 8B, 8C and 8D).

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner, Goldenranch Property, LLC, (the "Developer") owns approximately 580.0 total acres of land, of which 248.50 acres have been developed as Union Park. Currently the Developer plans to build 900 single family units in Union Park East. The current public improvements and community facilities include Oldwoods Avenue extension, northern extension of Wyndfields Boulevard and subdivision streets, water and wastewater systems, water management and control, entry landscaping/irrigation/monuments, pedestrian trails and sidewalks, environmental mitigation, and community amenities.

See Exhibit B for the current Union Park East Concept Plan.

Phases 6A, 6B, 6C, 6D, and 6E and 7A, 7D, 7E, and 8A have been platted.



Assessment Area 1 of the 2017 project will total 503 units and Assessment Area 2 of the 2019 project is planned for 342 units, as shown on the Concept Plan in Exhibit B. The remaining 55 townhomes are planned further in the future and are not included in an assessment area.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 MASTER IMPROVEMENTS

4.1.1 Master Water Management and Control

The design criteria for the District's water management and control is regulated by Pasco County and the Southwest Florida Water Management District (SWFWMD). The master water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

The 2019 Bonds may fund the required excavation to achieve the design elevations of the ponds. They may also fund the filling, grading, and compaction of the public improvements, including roadways, landscape berms, pond maintenance berms, utility trench backfill, and filling and grading of any public property.

The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To insure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100 year storm event.

Master water management and control for Assessment Area 2 includes all of the stormwater ponds and their associated control structures and the storm sewer and other conveyance systems associated with the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C and 8D, as well as the extension of Oldwoods Avenue to the Union Park East CDD boundary.

The storm sewer systems shall be designed in accordance with Pasco County's Land Development Code and technical standards and will be dedicated or conveyed to and maintained by Pasco County.



4.1.2 Master District Roads

Master district roads for Assessment Area 2 include the extension of the community collector road to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary and a northern extension of Wyndfields Boulevard to Oldwoods Avenue.

Master district roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, a decorative bridge, and sidewalks within the road rights of way.

All master district roads will be designed in accordance with Pasco County's Land Development Code and technical standards, and roads within the District will be dedicated or conveyed to and maintained by Pasco County.

4.1.3 Master Sewer and Wastewater Management

The District is located within the unincorporated limits of Pasco County with sanitary sewer and wastewater management service being provided by the Pasco County Utilities Department.

Master sewer and wastewater management for Assessment Area 2 includes any sanitary sewer improvement from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary. As well, all pumping stations and interconnected force mains shall be considered Master Sewer and Wastewater Management improvements.

All master sanitary sewer and wastewater management systems will be designed in accordance with Pasco County technical standards. The sewer and wastewater management systems will be owned and maintained by Pasco County.

4.1.4 Master Water Supply

The District is located within the unincorporated limits of Pasco County with water supply being provided by the Pasco County Utilities Department.

Master water supply for Assessment Area 2 includes any water supply improvement from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary.

All master water supply systems will be designed in accordance with Pasco County technical standards. The master water supply systems will be owned and maintained by Pasco County.



4.1.5 Master Amenities

The master amenities will benefit all phases and are anticipated to consist of linear parks, a tot lot area, pavilion, exercise stations, bench swings, kids' splash zone, pool/deck, clubhouse, restrooms, landscaping/hardscaping/lighting, and irrigation within these areas. These master amenities will be owned and maintained by the District.

4.1.6 Master Pedestrian Trails

Several miles of pedestrian trails are planned to be constructed and interconnected throughout the District for the benefit of the entire community. These trails will be owned and maintained by the District.

4.1.7 Master Environmental Mitigation

Wetland impacts associated with the public improvements and community facilities will require mitigation which can be constructed and/or acquired by the District.

4.1.8 Master Electric Service Extension and Undergrounding of Electrical Power

The District lies within the area served by Tampa Electric Company ("TECO") for electrical power. TECO will provide electric service to the District from lines located along Oldwoods Avenue right-of-way. There are fees associated with extending electric service to the community, as well as, converting the overhead service to underground service. Fees associated with improvements outside the boundary of the District are considered off-site improvements and will be funded by the Developer.

Master Electric Service for Assessment Area 2 includes any electric improvements from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as the extension of Oldwoods Avenue to the Union Park East CDD boundary.

4.1.9 Master Landscaping, Irrigation, and Hardscaping

Community entry monumentation and landscape buffering and screening will be provided along the existing Oldwoods Avenue and the community collector road. Irrigation will also be provided in the landscaped areas. The District will own and maintain these areas.

4.1.10 Master Professional Services and Permitting Fees

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenities design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.



Fees associated with performance and warranty financial securities required by Pasco County may be funded through the District. Water and sewer impact fees are also required to be paid to Pasco County Utilities over time, and the District may pay these fees which, if funded through the District, will be reimbursed by the homebuilders at the time of lot closing.

All fees associated with the extension of Oldwoods Avenue and Wyndfields Boulevard are considered master professional services and permitting fees.

4.2 SUBDIVISION IMPROVEMENTS

4.2.1 Subdivision Water Management and Control

Subdivision water management and control includes the storm sewer systems and other conveyance systems associated with the subdivision streets within Assessment Area 2.

The storm sewer systems shall be designed in accordance with Pasco County's Land Development Code and technical standards and will be dedicated or conveyed to and maintained by Pasco County.

4.2.2 Subdivision District Roads

Subdivision district roads includes the subdivision streets within Assessment Area 2.

Subdivision district roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within the subdivision streets rights of way.

All roads will be designed in accordance with Pasco County's Land Development Code and technical standards and roads within the District will be dedicated or conveyed to and maintained by Pasco County.

4.2.3 Subdivision Sewer and Wastewater Management

The District is located within the unincorporated limits of Pasco County with sanitary sewer and wastewater management service being provided by the Pasco County Utilities Department.

Subdivision sewer and wastewater management includes the gravity sanitary sewer improvements associated with the subdivision district roads within Assessment Area 2.

All sanitary sewer and wastewater management systems will be designed in accordance with Pasco County technical standards. The sewer and wastewater management systems will be owned and maintained by Pasco County.



4.2.4 Subdivision Water Supply

The District is located within the unincorporated limits of Pasco County with water supply being provided by the Pasco County Utilities Department.

Subdivision water supply includes any water supply improvement associated with the subdivision district roads within Assessment Area 2.

All water supply systems will be designed in accordance with Pasco County technical standards. The master water supply systems will be owned and maintained by Pasco County.

4.2.5 Subdivision Undergrounding of Electrical Power, and Street Lights

The District lies within the area served by Tampa Electric Company ("TECO") for electrical power. There are fees associated with converting the overhead service to underground service.

Subdivision undergrounding of electric service includes those improvements associated with the subdivision district roads within Assessment Area 2.

4.2.5.1 Subdivision Street Lights

Street lights are also planned along the subdivision district roads. It is anticipated that the District will enter into a Street Lighting Agreement with TECO who will then own and maintain them. The Series 2019 bond funds will not be used to install and/or maintain street lights and such costs are not included in the 2019 Project Estimated Cost. The District will fund the street lighting operation through the Operation and Maintenance budget.

4.2.6 Subdivision Professional Services and Permitting Fees

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision improvements. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities required by Pasco County may be funded through the District. Water and sewer impact fees are also required to be paid to Pasco County Utilities over time, and the District may pay these fees which, if funded through the District, will be reimbursed by the homebuilders at the time of lot closing.



5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Exhibit C for the Construction Cost Estimate of the Public Improvements and Community Facilities.

The developer has currently spent over \$1,070,000 in completing public improvements and community facilities within Assessment Area 2 and other master improvements not funded by the 2017 Bonds.

6.0 CONSTRUCTION PERMITTING

Pasco County and SWFWMD have issued construction permits for the proposed 2019 public improvements and community facilities described in this report.

7.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District, and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District. The planning and design of the District is in accordance with current governmental regulatory requirements. The Development will provide its intended function so long as the construction is in substantial compliance with the design and construction permits.

Items of construction cost in this report are based on recently obtained construction bids by the Developer. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein and that the various components will benefit and add value to the District as more fully detailed in the Assessment Methodology Report adopted by the District.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Pasco County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Tonja L. Stewart, P.E. Stantec Consulting Services Inc
Senior Project Manager
Florida License No. 47704



UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019

April 16, 2019

Appendix A VICINITY MAP OF THE DISTRICT AND LEGAL DESCRIPTION OF ASSESSMENT AREA 2

SKETCH & DESCRIPTION — NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35 AND PROCEED N 00° 07' 13" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 434.83 FEET TO THE POINT OF BEGINNING; THENCE N 72° 02' 49" W, LEAVING SAID BOUNDARY, A DISTANCE OF 68.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 51° 11' 02" W, A DISTANCE OF 17.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 18.21 FEET TO A POINT OF TANGENCY; THENCE N 30° 19' 15" W, A DISTANCE OF 66.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 23° 24' 43" W, A DISTANCE OF 6.01 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6.03 FEET TO A POINT OF TANGENCY; THENCE N 16° 30' 11" W, A DISTANCE OF 128.64 FEET; THENCE N 20° 18' 02" W, A DISTANCE OF 244.72 FEET; THENCE N 18° 33' 57" W, A DISTANCE OF 129.11 FEET; THENCE N 28° 31' 10" W, A DISTANCE OF 65.78 FEET; THENCE N 66° 38' 04" W, A DISTANCE OF 93.15 FEET; THENCE N 56° 25' 00" W, A DISTANCE OF 97.95 FEET; THENCE N 86° 22' 51" W, A DISTANCE OF 91.32 FEET; THENCE N 89° 08' 42" W, A DISTANCE OF 59.93 FEET; THENCE S 86° 59' 48" W, A DISTANCE OF 128.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 86° 59' 29" W, A DISTANCE OF 5.24 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.25 FEET TO A POINT OF TANGENCY; THENCE N 80° 58' 45" W, A DISTANCE OF 89.37 FEET; THENCE S 80° 58' 01" W, A DISTANCE OF 61.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 81° 07' 00" W, A DISTANCE OF 15.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 15.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 12' 00" W, A DISTANCE OF 2.40 FEET; THENCE N 73° 47' 03" W, A DISTANCE OF 47.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 68° 45' 30" W, A DISTANCE OF 4.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4.39 FEET TO A POINT OF TANGENCY; THENCE N 63° 43' 57" W, A DISTANCE OF 52.79 FEET; THENCE N 63° 51' 14" W, A DISTANCE OF 46.25 FEET; THENCE N 73° 30' 28" W, A DISTANCE OF 47.35 FEET; THENCE N 77° 04' 08" W, A DISTANCE OF 50.72 FEET; THENCE N 83° 45' 29" W, A DISTANCE OF 20.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 73° 51' 35" W, A DISTANCE OF 8.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 8.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 57' 40" W, A DISTANCE OF 21.31 FEET; THENCE N 58° 40' 40" W, A DISTANCE OF 48.96 FEET; THENCE N 58° 24' 24" W, A DISTANCE OF 55.60 FEET; THENCE N 57° 15' 14" W, A DISTANCE OF 54.44 FEET; THENCE N 53° 28' 06" W, A DISTANCE OF 58.49 FEET; THENCE N 53° 03' 08" W, A DISTANCE OF 56.01 FEET; THENCE N 49° 21' 44" W, A DISTANCE OF 27.49 FEET; THENCE S 80° 24' 21" W, A DISTANCE OF 36.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 757.20 FEET AND A CHORD WHICH BEARS S 07° 02' 09" W, A DISTANCE OF 433.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 439.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 750.00 FEET AND A CHORD WHICH BEARS S 07° 31' 51" W, A DISTANCE OF 416.85 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 422.41 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, ALONG A RADIAL LINE, A DISTANCE OF 69.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 819.00 FEET AND A CHORD WHICH BEARS N 04° 34' 04" W, A DISTANCE OF 115.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 115.38 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, A DISTANCE OF 116.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD WHICH BEARS N 89° 38' 05" W, A DISTANCE OF 109.13 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 109.58 FEET TO A POINT OF TANGENCY; THENCE N 80° 39' 56" W, A DISTANCE OF 32.50 FEET; THENCE N 80° 09' 54" W, A DISTANCE OF 55.00 FEET; THENCE N 79° 42' 44" W, A DISTANCE OF 500.00 FEET; THENCE N 78° 23' 16" W, A DISTANCE OF 50.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 538.34 FEET AND A CHORD WHICH BEARS N 75° 14' 34" W, A DISTANCE OF 75.09 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 75.15 FEET TO THE END OF SAID CURVE; THENCE S 17° 54' 07" W, ALONG A RADIAL LINE, A DISTANCE OF 116.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 800.41 FEET AND A CHORD WHICH BEARS N 68° 59' 18" W, A DISTANCE OF 86.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 86.88 FEET TO THE END OF SAID CURVE; THENCE N 66° 06' 07" W, A DISTANCE OF 105.63 FEET; THENCE N 66° 05' 25" W, A DISTANCE OF 186.81 FEET; THENCE N 06° 31' 57" W, A DISTANCE OF 162.15 FEET; THENCE N 15° 31' 04" W, A DISTANCE OF 595.82 FEET; THENCE N 25° 37' 03" W, A DISTANCE OF 192.40 FEET; THENCE N 04° 40' 29" E, A DISTANCE OF 59.41 FEET; THENCE N 44° 01' 32" E, A DISTANCE OF 226.38 FEET; THENCE N 20° 36' 28" E, A DISTANCE OF 181.84 FEET; THENCE S 56° 33' 29" E, A DISTANCE OF 104.91 FEET; THENCE S 86° 54' 44" E, A DISTANCE OF 99.78 FEET; THENCE S 76° 29' 56" E, A DISTANCE OF 156.24 FEET; THENCE N 77° 54' 28" E, A DISTANCE OF 202.64 FEET; THENCE N 61° 16' 50" E, A DISTANCE OF 75.39 FEET; THENCE N 00° 52' 45" W, A DISTANCE OF 112.94 FEET; THENCE N 56° 43' 49" W, A DISTANCE OF 88.91 FEET; THENCE N 27° 21' 05" W, A DISTANCE OF 121.53 FEET; THENCE N 06° 48' 08" E, A DISTANCE OF 310.42 FEET; THENCE N 57° 04' 05" E, A DISTANCE OF 151.50 FEET; THENCE N 04° 04' 29" E, A DISTANCE OF 14.96 FEET; THENCE N 25° 24' 33" E, A DISTANCE OF 39.78 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 28.08 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 175.00 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 26.35 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 437.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 869.00 FEET AND A CHORD WHICH BEARS N 24° 24' 01" E, A DISTANCE OF 87.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 87.08 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 18° 36' 12" E, A DISTANCE OF 7.54 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.56 FEET TO THE END OF SAID CURVE; THENCE N 30° 43' 47" E, A DISTANCE OF 1443.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 231.00 FEET AND A CHORD WHICH BEARS N 17° 24' 50" E, A DISTANCE OF 106.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET TO A POINT OF TANGENCY; THENCE N 04° 05' 53" E, A DISTANCE OF 136.94 FEET; THENCE S 85° 54' 07" E, A DISTANCE OF 70.00 FEET; THENCE S 04° 05' 53" W, A DISTANCE OF 136.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 301.00 FEET AND A CHORD WHICH BEARS S 17° 24' 50" W, A DISTANCE OF 138.65 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 139.91 FEET TO A POINT OF TANGENCY; THENCE S 30° 43' 47" W, A DISTANCE OF 513.37 FEET; THENCE N 80° 37' 10" E, A DISTANCE OF 837.23 FEET;

CONTINUED ON SHEET 2



HAMILTON
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TAMPA, FLORIDA 33609

LB#7013

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UNION PARK EAST—ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE
35—26—20

JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev: 4/10/2019

SHEET
1/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

THENCE N 45° 37' 31" E, A DISTANCE OF 587.92 FEET A POINT ON THE EAST BOUNDARY OF SAID SECTION 35 AND THE NORTHWEST CORNER OF TRACT 69 OF THE UNRECORDED PLAT OF NEW RIVER RANCHETTS UNIT 3; THENCE ALONG THE BOUNDARIES OF SAID TRACT 69 THE FOLLOWING FIVE (5) COURSES; (1) N 89° 54' 19" E, A DISTANCE OF 1088.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 34° 52' 41" W, A DISTANCE OF 60.94 FEET; (2) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.25 FEET TO A POINT OF TANGENCY; (3) THENCE S 44° 54' 19" W, A DISTANCE OF 950.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 67° 24' 19" W, A DISTANCE OF 133.94 FEET; (4) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY; (5) THENCE S 89° 54' 19" W, A DISTANCE OF 260.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 69 AND THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE N 89° 41' 26" W, LEAVING SAID BOUNDARY, A DISTANCE OF 651.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET AND A CHORD WHICH BEARS S 84° 22' 57" W, A DISTANCE OF 103.26 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 103.45 FEET TO A POINT OF TANGENCY; THENCE S 78° 27' 19" W, A DISTANCE OF 8.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET AND A CHORD WHICH BEARS S 86° 08' 21" W, A DISTANCE OF 147.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 147.52 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 37" W, A DISTANCE OF 112.16 FEET; THENCE S 63° 05' 22" E, A DISTANCE OF 76.65 FEET; THENCE S 67° 42' 46" E, A DISTANCE OF 84.64 FEET; THENCE S 63° 16' 03" E, A DISTANCE OF 30.85 FEET; THENCE S 80° 38' 48" E, A DISTANCE OF 70.16 FEET; THENCE S 47° 18' 16" E, A DISTANCE OF 73.23 FEET; THENCE S 35° 27' 55" E, A DISTANCE OF 130.74 FEET; THENCE S 56° 57' 33" E, A DISTANCE OF 296.89 FEET; THENCE S 28° 21' 58" E, A DISTANCE OF 255.90 FEET; THENCE S 20° 43' 09" E, A DISTANCE OF 289.63 FEET; THENCE S 47° 29' 52" E, A DISTANCE OF 234.66 FEET TO THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 1630.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 152.62 ACRES, MORE OR LESS.

Aaron J. Murphy, PSM _____ Date _____
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013



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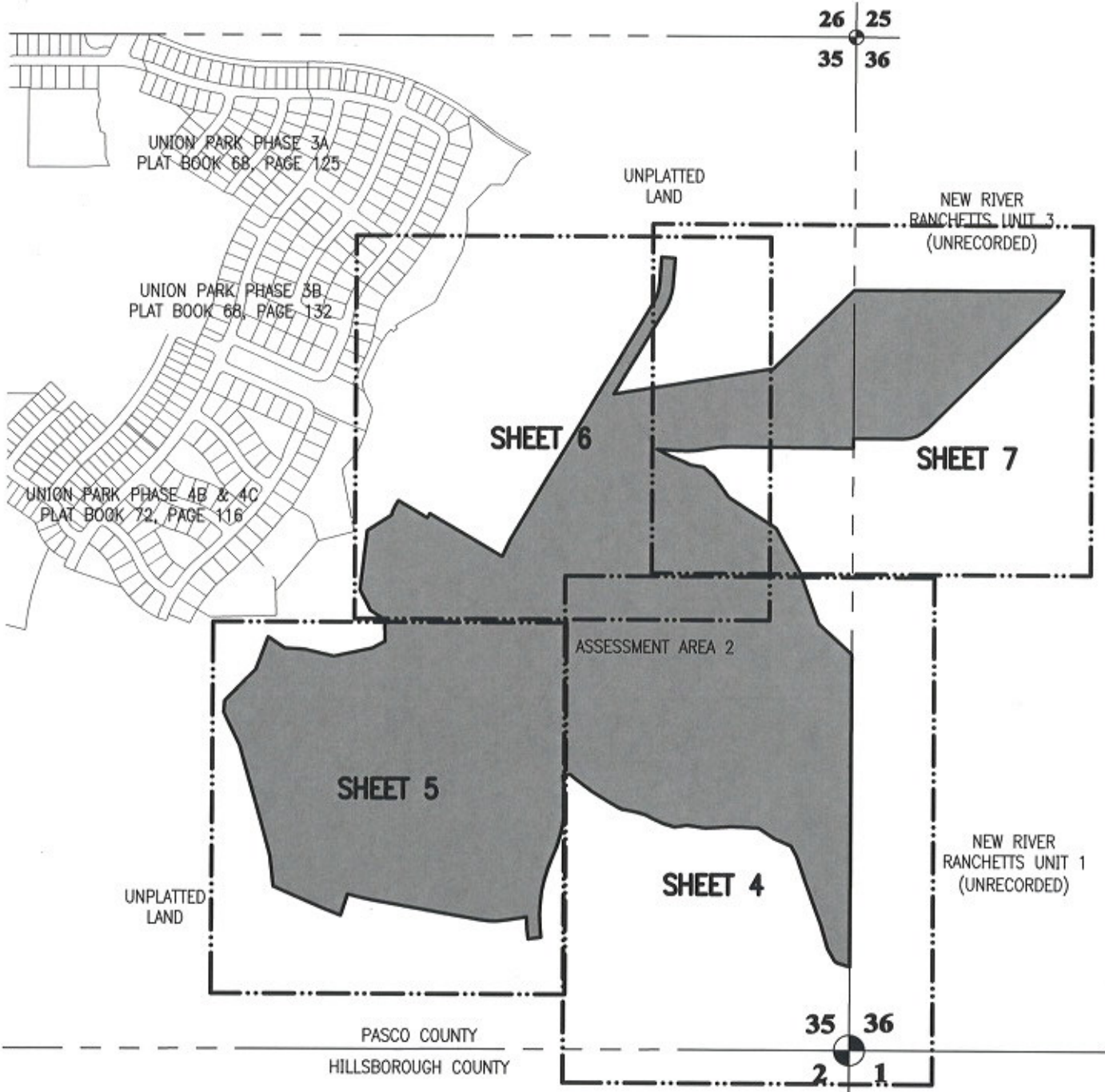
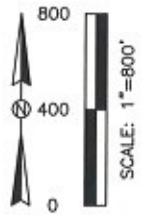
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SKETCH & DESCRIPTION – NOT A SURVEY INDEX SHEET



LEGEND:
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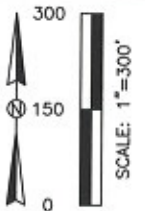
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Rev: 4/10/2019

SHEET
3/7

SKETCH & DESCRIPTION – NOT A SURVEY

SEE SHEET 7

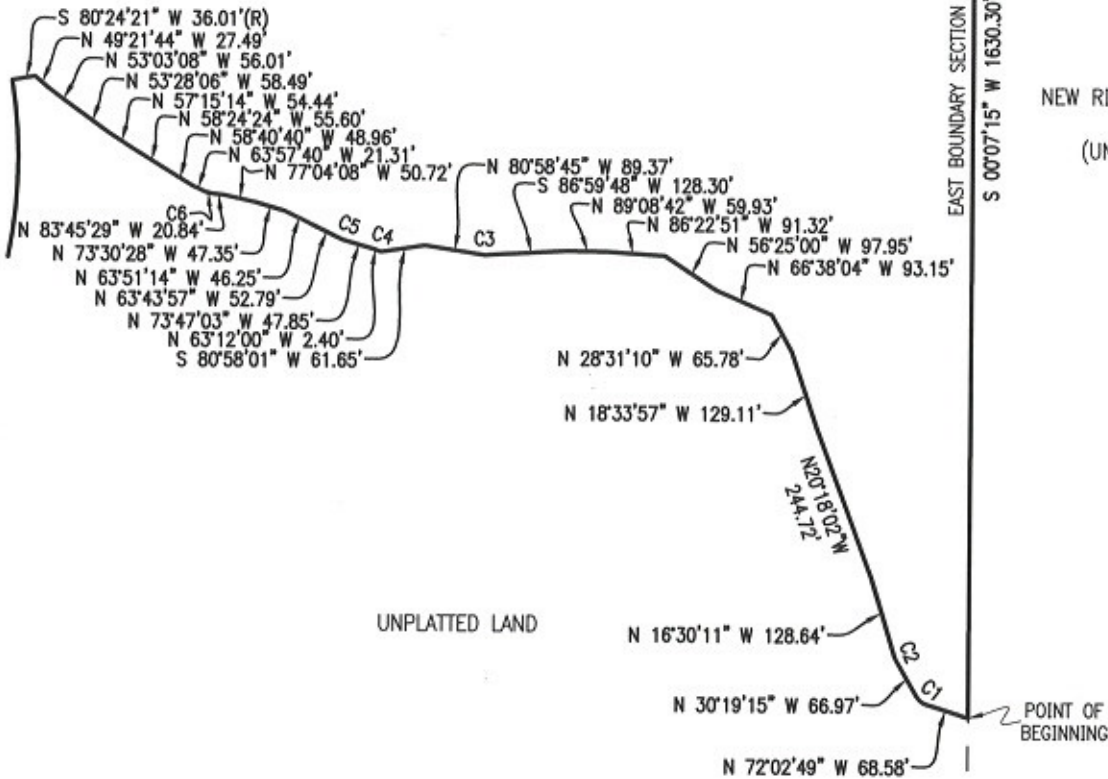


PORTION TRACT 27
NEW RIVER RANCHETTS
UNIT 1 (UNRECORDED)

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	25.00'	N 51°11'02" W	17.81'	18.21'	41°43'35"
C2	25.00'	N 23°24'43" W	6.01'	6.03'	13°49'04"
C3	25.00'	S 86°59'29" E	5.24'	5.25'	12°01'27"
C4	25.00'	N 81°07'00" W	15.38'	15.64'	35°49'58"
C5	25.00'	N 68°45'30" W	4.38'	4.39'	10°03'05"
C6	25.00'	N 73°51'35" W	8.60'	8.64'	19°47'49"

ASSESSMENT AREA 2
152.62 ± ACRES

SEE SHEET 5



NEW RIVER RANCHETTS
UNIT 1
(UNRECORDED)

POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 35

PASCO COUNTY
SOUTH BOUNDARY SECTION 35
HILLSBOROUGH COUNTY

LEGEND:
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UNPLATTED LAND

35 36
2 1



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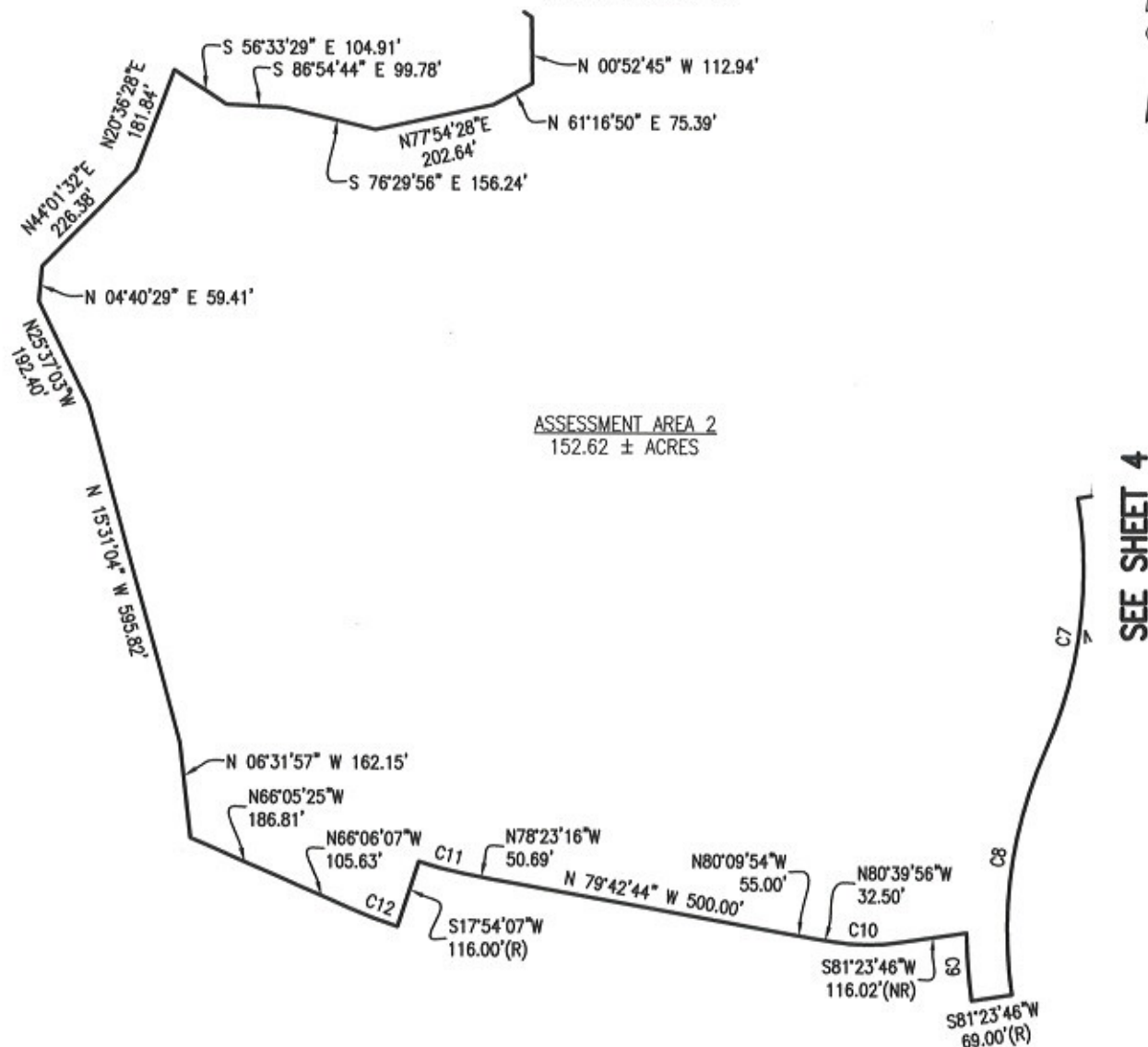
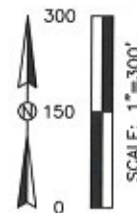
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SHEET
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SKETCH & DESCRIPTION — NOT A SURVEY

SEE SHEET 6



UNPLATTED LAND

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C7	757.20'	S 07°02'09" W	433.41'	439.55'	33°15'36"
C8	750.00'	S 07°31'51" W	416.85'	422.41'	32°16'10"
C9	819.00'	N 04°34'04" W	115.29'	115.38'	8°04'19"
C10	350.00'	N 89°38'05" W	109.13'	109.58'	17°56'17"
C11	538.34'	N 75°14'34" W	75.09'	75.15'	7°59'55"
C12	800.41'	N 68°59'18" W	86.84'	86.88'	6°13'09"

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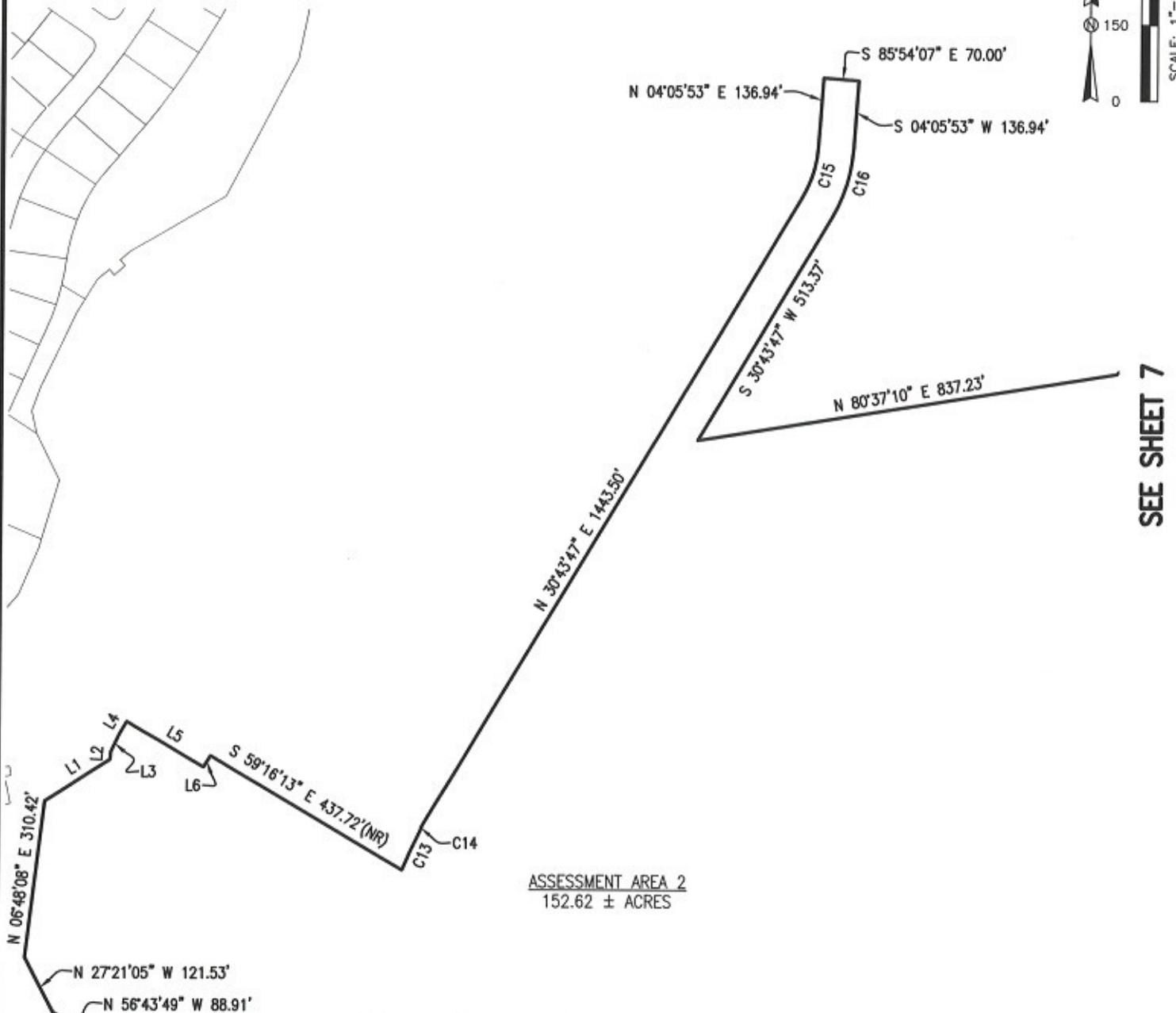
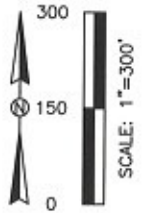
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5/7

SKETCH & DESCRIPTION — NOT A SURVEY



ASSESSMENT AREA 2
152.62 ± ACRES

LINE TABLE

LINE#	DIRECTION	LENGTH
L1	N 57°04'05" E	151.50'
L2	N 04°04'29" E	14.96'
L3	N 25°24'33" E	39.78'
L4	N 30°43'47" E	28.08'
L5	S 59°16'13" E	175.00'
L6	N 30°43'47" E	26.35'

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C13	869.00'	N 24°24'01" E	87.04'	87.08'	5°44'28"
C14	25.00'	N 18°36'12" E	7.54'	7.56'	17°20'07"
C15	231.00'	S 17°24'50" W	106.41'	107.37'	26°37'54"
C16	301.00'	S 17°24'50" W	138.65'	139.91'	26°37'54"

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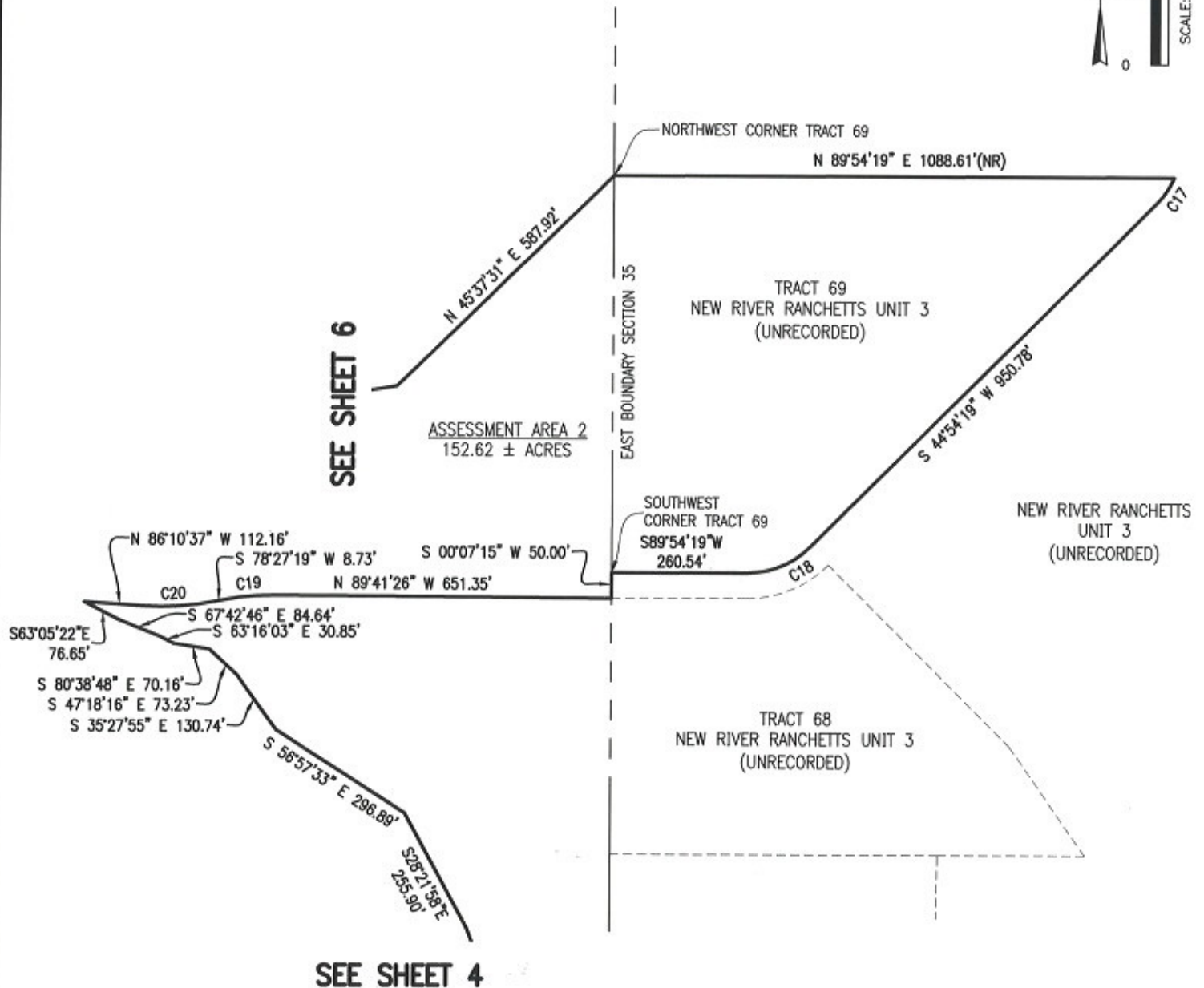
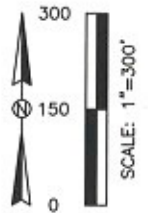
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6/7

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SKETCH & DESCRIPTION — NOT A SURVEY



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C17	175.00'	S 34°52'41" W	60.94'	61.25'	20°03'14"
C18	175.00'	S 67°24'19" W	133.94'	137.44'	45°00'00"
C19	500.00'	S 84°22'57" W	103.26'	103.45'	11°51'15"
C20	550.00'	S 86°08'21" W	147.08'	147.52'	15°22'04"

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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA



UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019

April 16, 2019

Appendix B · CONCEPT PLAN

Union Park East CDD 2019 Bonds

Assessment Area 2
342 Lots

2019 Bonds:
2019 A1
2019 A2

Assessment Area 1
Parcel B
Phase 7A & 7C

Phase 8A

Amenity
Center

Phase 8A1

Phase 7B

Not Included

School Site

Assessment Area 2

Phase 8B, 8C, 8D

Assessment Area 1
Parcel A 162 Lots
Parcel B 341 Lots
503 Lots

2017 Bonds:
2017 A1
2017 A2

Phase 6A, B, C

Assessment Area 1
Parcel A

Phase 6D & 6E





UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019
April 16, 2019

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

UNION PARK EAST CDD
2019 PROJECT ESTIMATED COST

Items	Description	2019 Project Assessment Area 2 Cost to Complete Phases 7B, 8B, 8C AND 8D		
		Master	Sudivision	Total
1	Water Management and Control	\$430,200	\$2,139,600	\$2,569,800
2	Roads	\$1,020,600	\$970,700	\$1,991,300
3	Water Supply	\$115,500	\$372,300	\$487,800
4	Sewer and Wastewater Management	\$88,400	\$763,500	\$851,900
5	Undergrounding of Electrical Power	\$40,000	\$239,400	\$279,400
6	Amenity/Trails	\$350,000		\$350,000
7	Landscape/Hardscape/Irrigation	\$650,000		\$650,000
8	Professional Services/Permit/Capacity Fees	\$70,000	\$642,000	\$712,000
	Total	\$2,764,700	\$5,127,500	\$7,892,200

EXHIBIT 4.

**UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT
(Assessment Area Two)**

**THIRD SUPPLEMENTAL
SPECIAL ASSESSMENT METHODOLOGY REPORT
FOR THE AMENDMENT AND REPLACEMENT OF
\$5,085,000 CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS,
SERIES 2019A-2
INTO
\$4,660,000 CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS,
SERIES 2019A-2**



February 21, 2020

Prepared by
DPFG Management & Consulting LLC
250 International Parkway | Suite 280
Lake Mary, FL

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
THIRD SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

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A. PURPOSE OF THIS REPORT

This Third Supplemental Special Assessment Methodology Report (the “**Report**”) describes and explains the Series 2019A-2 Assessments related to Assessment Area Two, (the “**Series 2019A-2 Assessments**”) assigned and pledged in connection with the Union Park East Community Development District's (the “**District**”) replacement of the original \$5,085,000 Capital Improvement Revenue and Refunding Bonds, Series 2019A-2 (the “**Original Series 2019A-2 Bonds**”).

B. MASTER ASSESSMENT ALLOCATION

This Report supplements the District’s Master Assessment Methodology Report, dated January 3, 2017 (the “**Master Methodology Report**”), and amends the Second Supplemental Special Assessment Methodology Report for the Issuance of the Original Series 2019A-2 Bonds, dated April 23, 2019 (the “**Second Supplemental Methodology Report**”). The District has previously conducted assessment proceedings and levied a master special assessment lien over all real property within the District in accordance with the Master Methodology Report, with the understanding that such lien would become "activated" in conjunction with any bonds issued by the District in the future and in connection with the financing of the District’s capital improvement plan and upon adoption of a supplemental assessment methodology report. Accordingly, this Report is intended to supplement the Master Methodology Report, which remains in full force and effect. In addition, this Report amends the Second Supplemental Methodology Report in terms of the allocation of special assessment to certain lots within Assessment Area Two. Except as expressly amended by this Report, all provisions of the Second Supplemental Methodology Report shall remain unaffected and in full force and effect. This Report and the Master Methodology Report shall be construed to the maximum extent possible to give full force and effect to the provisions of each report. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Master Methodology Report or Second Supplemental Methodology Report, as applicable.

C. PRIOR BONDS AND ASSESSMENTS

In June 2017, the District issued its \$6,010,000 Capital Improvement Revenue Bonds, Series 2017A-1 (Assessment Area One) (the “**Series 2017A-1 Bonds**”), its \$6,000,000 Capital Improvement Revenue Bonds, Series 2017A-2 (Assessment Area One) (the “**Series 2017A-2 Bonds**”), and its \$4,325,000 Capital Improvement Revenue Bonds, Series 2017A-3 (Assessment Area Two) (the “**Series 2017A-3 Bonds**”) (collectively, the “**Series 2017 Bonds**”). The Series 2017 Bonds are to be repaid from special assessments assigned on only those units planned within each respective 2017 Assessment Area.

Specifically, the District pledged to repay the Series 2017 Bonds with Series 2017A-1 Assessments, Series 2017A-2 Assessments and Series 2017A-3 Assessments, respectively (collectively the “**Series 2017 Assessments**”) in order to fund a portion of the District’s overall capital improvement plan, as described in the Report of the District Engineer, dated May 19, 2017 necessary to service the first construction phase, which was contemplated to be comprised of 478 lots¹ in Assessment Area One (comprised of Phases 6A, 6B, 6C, 6D&E, 7A, 7C, 7D&E, 8A and 8A-1) in the production lots section of the Development and a portion of the second construction phase, which was contemplated to be comprised of 370 lots² in Assessment Area Two (comprised of Phases 7B, 8B, 8C and 8D).

In April 2019, the District issued its Original Series 2019A-2 Bonds for the primary purpose of funding portions of the costs to complete the construction of public infrastructure necessary for development of Phases 7B, 8B, 8C, and 8D comprising a total of 342 lots of Assessment Area Two³, redeem the outstanding Series 2017A-3 Bonds, and refinance the portion of the Series 2017 Project affiliated with the Series 2017A-3 Bonds.

At the time of issuance of the Series 2019A-2 Bonds, the Developer anticipated prepaying a portion of the Series 2019A-2 Assessments, securing the Series 2019A-2 Bonds, upon sale of lots to homebuilders (the “**Paydown**”). The Developer was not obligated to make any Paydown. However, the Developer anticipated making prepayments comprising the total amount of \$5,085,000. The anticipated Paydown portion was bundled into one large maturity consisting of the Series 2019A-2 Bonds maturing in November 1, 2032, the principal of which was to be paid in full on such maturity date.

D. PURPOSE AND TERMS OF THE REPLACEMENT SERIES 2019A-2 BONDS AND SERIES 2019A-2 ASSESSMENTS

At this time, the original landowner of Assessment Area Two has decided that it will not prepay the Series 2019A-2 Assessments as anticipated, and therefore such Series 2019A-2 Assessments will be allocated to lots within Assessment Area Two in amounts as described herein. Instead of a Paydown upon sale of lots to homebuilders, the Series 2019A-2 Assessments are now to be repaid in approximately thirty annual installments and assigned on a first platted first assessed basis. In order to coordinate the collection of the Series 2019A-2 Assessments with payment on the Series 2019A-2 Bonds, it is necessary to restructure the Series 2019A-2 Bonds as one thirty-year amortizing term bond. With a maturity date revised from November 1, 2032 to May 1, 2049, such restructured bond replaces the Original Series 2019A-2 Bonds. As of May 1, 2020, the replacement

¹ Now planned for 503 lots.

² Now planned for 342 lots.

³ Refer to the Report of the District Engineer, dated April 9, 2019, for a description of the public infrastructure.

Series 2019A-2 Bonds will be outstanding in the principal amount of \$4,660,000 secured by and payable from Series 2019A-2 Assessments assigned, or anticipated to attach, to 312 lots within Assessment Area Two. Out of the original 342 lots planned in Assessment Area Two, the developer fully prepaid the Series 2019A-2 Assessment obligation upon lot closing with a homebuilder for a total of 30 lots to date.

E. REVISED SERIES 2019A-2 ASSESSMENTS AND ASSESSABLE PROPERTY

Less the 30 lots that prepaid their assessment obligation earlier, the Series 2019A-2 Assessments are assigned to the same benefitted and assessable lots within Assessments Area Two currently encumbered by the original Series 2019A-2 Assessments. The table below sets forth the remaining assessable property.

Table 1. 2019A-2 Assessable Property

Lot Type	Planned Lots in Assessment Area Two	Prepaid Lots	Remaining Assessable Property
TH	102	0	102
40	103	14	89
50	103	16	87
60	34	0	34
Total	342	30	312

Assessment Area Two is comprised of Phases 7B, 8B, 8C and 8D. At this time, Phase 8D is platted and subdivided into 20 fifty-foot wide lots and 52 forty-foot wide lots for a total of 72 lots.

In order to match the revised maturity dates of the Series 2019A-2 Bonds, the original Series 2019A-2 Assessments assigned to the remaining Assessable Property are revised to ensure repayment of the replaced Series 2019A-2 Bonds. The revised annual Series 2019A-2 Assessments are equivalent to the maximum annual debt service of the replacement Series 2019A-2 Bonds. Since the Series 2019A-2 Bonds principal amount per lot remains unchanged, the replacement Series 2019A-2 Bonds include an allowance to account for funds on deposit in the trust accounts due to timing and mix of the prepaid lots as set forth in the table below.

Table 2. Revised 2019A-2 Assessments

Lot Type	Remaining Assessable Property	Original Par per Lot	Outstanding Par	MADS	MADS per Lot
TH	102	\$9,161	\$934,463	\$63,288	\$620
40	89	\$14,679	\$1,306,447	\$88,481	\$994
50	87	\$18,349	\$1,596,361	\$108,116	\$1,243
60	34	\$22,019	\$748,638	\$50,703	\$1,491

Total	312		\$4,585,908	\$310,588	
Allowance ⁴			\$74,092	\$5,018	
Grand Total			\$4,660,000	\$315,606	

Prior to the 2019A-2 Assessable Property becoming Developed Property, the Series 2019A-2 Assessments will be allocated to the 2019A-2 Assessable Property on an equal acreage basis. Upon recordation of a plat map and completion of Lot development, the Series 2019A-2 Assessments will be allocated to each Lot based on its assigned ERU as described herein. Each fiscal year, the District will collect the Series 2019A-2 Assessments on all 2019A-2 Assessable Property, apportioned proportionately to the 2019A-2 Assessable Property until the aggregate amount of the Series 2019A-2 Assessments has satisfied all of the debt service requirements for the replacement Series 2019A-2 Bonds.

F. ASSESSMENT REALLOCATION AND TRUE-UP

As of this date, the Developer (defined below) has informed the District that it plans to construct the remaining 312 lots in connection with the Series 2019 Area Two Project, which represents a total of 246.94 ERUs, within Assessment Area Two. As development occurs, it is possible that the number of lots and lot mix may change. In order to ensure that the Series 2019A-2 Assessment allocation is maintained in accordance with the methodology specified by this report, a true-up analysis may be necessary (“**True-Up Analysis**”) consistent with the True-Up Agreement, dated April 30, 2019 (“**True-Up Agreement**”).

This True-Up Analysis is utilized to ensure that the principal amount of the Series 2019A-2 Assessments on a per lot and per acre basis never exceeds the initially allocated amount as contemplated in the assessment methodology described herein. In accordance with the True-Up Agreement, prior to the time a parcel within the District is platted and developed, or ownership is transferred by the Developer to any other entity or person with a specific number of assessable units allocated thereto, the True-Up Analysis will be conducted in accordance with the assessment methodology set forth herein and in the True-Up Agreement. As the lands within the District are developed, the allocation of the amounts assessed to and constituting a lien upon the 2019A-2 Assessable Property will be calculated based upon certain density assumptions, which assumptions were provided by the Developer.

At such time as acreage is contained within a proposed plat, or a deed or assignment agreement between the Developer and a transferee that specifies the residential Lots or entitlements thereto being transferred to such transferee (“**Entitlement Transfer Document**”), the Developer agrees that such proposed plat or Entitlement Transfer Document shall be presented to the District in

⁴ It is anticipated that the allowance will be spent in the future to reduce the principal amount.

accordance with the terms of the True-Up Agreement. The District will allocate the Series 2019A-2 Assessments to the 2019A-2 Assessable Property reflected in such plat or Entitlement Transfer Document in accordance with the applicable land use classifications, and the remaining 2019A-2 Assessable Property within the District, and such reallocation will be recorded in the District's lien book. This True-Up Analysis will ensure that Series 2019A-2 Bond debt does not accumulate disproportionately on Undeveloped Property within the District. In the event that the density assumptions upon which this report is based change over time as determined by any True-Up Analysis such that fewer ERUs are being developed within the District than are contemplated by this report, the True-Up Analysis will determine the amount required to be paid by the Developer to the District in order to satisfy, in whole or in part, the Series 2019A-2 Assessments and ensure that the Series 2019A-2 Assessments continue to be allocated ratably against the actual density within the District in accordance with the methodology set forth in this report (the "**True-Up Obligation**"). The True-Up Agreement shall further set forth the terms associated with the Developer's satisfaction of the True-Up Obligation.

G. ALLOCATION OF BENEFITS OF ASSESSMENTS

Assessment Standard

Under Florida law, a valid special assessment that is made pursuant to District legislative authority requires that the property assessed must (1) derive a direct and special benefit from the improvement or service provided and (2) that the assessment must be fairly and reasonably apportioned among properties that receive the special benefits.

Section 170.02, Florida Statutes, states "Special assessments against property deemed to be benefited by local improvements, as provided for in sec. 170.01, shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe."

The ERU allocation approach is a generally recognized and commonly approved method of proportionally spreading assessments over benefited properties for special assessments levied by community development districts. Although the general public outside the District will benefit from the Series 2019 Area Two Project, such benefits are incidental. The facilities in the Series 2019 Area Two Project meet the needs of the developed property within the District, as well as provide benefit to all residential property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the boundaries, and direct and cumulative benefits accrue mainly to residents.

Assessment Methodology

This benefit and allocation approach is based on the principle that dwelling units on a similar size lot will receive a relatively equal and direct benefit from the Series 2019 Area Two Project. The direct benefits from these improvements include increased use, enjoyment and increased property values to all residential properties that benefit from each public improvement system and function.

An assessment methodology based on ERUs provides a way to quantify the benefit that different lot sizes and land use types receive from public improvements in terms of their equivalence to a single-family residential dwelling unit on a fifty-foot wide lot, which is defined as 1.0 ERU. Under the ERU model, the District allocates assessments on platted property proportionately based on lot size as indicated on the subject recorded plat map. Assessments on undeveloped property (e.g., property without recorded subdivision plat map) in each Assessment Area are allocated proportionately based on acreage basis.

These Special Benefits and Allocation of Assessments

In the present case, the financing program will enable the District to provide public improvements to various phases of development within the District. Such improvements will provide direct benefit for the utilization of this property, will substantially enhance the use and enjoyment of the benefited residential properties, and will increase the value and marketability of the benefited residential properties. These benefits flow proportionately over all benefited properties. The District will apply the assessment methodology to the financing program relating to the Series 2019 Area Two Project. In Assessment Area Two, a ranking and finding of 1.0 ERU per residential unit on a fifty-foot lot applies, and for all other lots an ERU value will be assigned based on the lot size in proportion to a fifty-foot-wide lot, which is defined as 1.0 ERU.

Exemptions and non-Benefitted Property

No Special Assessment shall be assigned or attached to public property, property owner association Property, or community amenities and facilities. These properties are treated as ancillary uses as a whole, because they will serve and benefit the primary residential development. According to Section 193.0235, Florida Statutes, (Ad valorem taxes and non-ad valorem assessments against subdivision property), special assessments may not be assessed separately against common elements utilized exclusively for the benefit of lot owners within the subdivision, regardless of ownership. Common elements include the following:

- a. Subdivision property not included within lots constituting inventory for the developer which are intended to be conveyed or have been conveyed into private ownership.
- b. An easement through the subdivision property, not including the property described in paragraph (a), which has been dedicated to the public or retained for the benefit of the subdivision.

- c. Any other part of the subdivision which has been designated on the plat or is required to be designated on the site plan as a drainage pond, or detention or retention pond, for the exclusive benefit of the subdivision.
- d. Property located within the same county as the subdivision and used for at least 10 years exclusively for the benefit of lot owners within the subdivision.

H. PRELIMINARY ASSESSMENT ROLL AND COLLECTION

A Preliminary Assessment Roll is attached in the Appendix. The District expects to place the Series 2019A-2 Assessments for the Series 2019A-2 Bonds on the Pasco County tax roll for collection upon the platting of lots.

I. CONCLUSION

The replacement Series 2019A-2 Assessments will be levied over all 2019A-2 Assessable Property on a fair and equitable basis as described herein. Consistent with the prior assessment resolutions and proceedings, the 2019A-2 Assessable Property will receive benefits in excess of the allocated Series 2019A-2 Assessments. Accordingly, this replacement of Series 2019A-2 Bonds is an appropriate transaction.

J. PRELIMINARY ASSESSMENT ROLL ASSESSMENT AREA TWO***Developed Property***

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
1	8D	1	27	50	0	\$0.00	\$0.00
2	8D	2	27	50	0	\$0.00	\$0.00
3	8D	3	27	50	0	\$0.00	\$0.00
4	8D	4	27	50	0	\$0.00	\$0.00
5	8D	5	27	50	0	\$0.00	\$0.00
6	8D	6	27	50	0	\$0.00	\$0.00
7	8D	7	27	50	0	\$0.00	\$0.00
8	8D	8	27	50	0	\$0.00	\$0.00
9	8D	9	27	50	0	\$0.00	\$0.00
10	8D	10	27	50	0	\$0.00	\$0.00
11	8D	11	27	50	0	\$0.00	\$0.00
12	8D	12	27	50	1	\$1,242.71	\$18,348.97
13	8D	13	27	50	0	\$0.00	\$0.00
14	8D	14	27	50	1	\$1,242.71	\$18,348.97
15	8D	1	28	50	1	\$1,242.71	\$18,348.97

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
16	8D	2	28	50	1	\$1,242.71	\$18,348.97
17	8D	3	28	50	0	\$0.00	\$0.00
18	8D	4	28	50	0	\$0.00	\$0.00
19	8D	5	28	50	0	\$0.00	\$0.00
20	8D	6	28	50	0	\$0.00	\$0.00
21	8D	1	29	40	1	\$994.17	\$14,679.18
22	8D	2	29	40	1	\$994.17	\$14,679.18
23	8D	3	29	40	1	\$994.17	\$14,679.18
24	8D	4	29	40	1	\$994.17	\$14,679.18
25	8D	5	29	40	1	\$994.17	\$14,679.18
26	8D	6	29	40	1	\$994.17	\$14,679.18
27	8D	7	29	40	1	\$994.17	\$14,679.18
28	8D	8	29	40	1	\$994.17	\$14,679.18
29	8D	9	29	40	1	\$994.17	\$14,679.18
30	8D	10	29	40	1	\$994.17	\$14,679.18
31	8D	11	29	40	0	\$0.00	\$0.00

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
32	8D	12	29	40	0	\$0.00	\$0.00
33	8D	13	29	40	0	\$0.00	\$0.00
34	8D	14	29	40	0	\$0.00	\$0.00
35	8D	15	29	40	0	\$0.00	\$0.00
36	8D	16	29	40	0	\$0.00	\$0.00
37	8D	17	29	40	1	\$994.17	\$14,679.18
38	8D	18	29	40	1	\$994.17	\$14,679.18
39	8D	19	29	40	1	\$994.17	\$14,679.18
40	8D	20	29	40	1	\$994.17	\$14,679.18
41	8D	21	29	40	1	\$994.17	\$14,679.18
42	8D	22	29	40	1	\$994.17	\$14,679.18
43	8D	23	29	40	1	\$994.17	\$14,679.18
44	8D	24	29	40	1	\$994.17	\$14,679.18
45	8D	1	30	40	0	\$0.00	\$0.00
46	8D	2	30	40	0	\$0.00	\$0.00
47	8D	3	30	40	0	\$0.00	\$0.00

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
48	8D	4	30	40	0	\$0.00	\$0.00
49	8D	5	30	40	0	\$0.00	\$0.00
50	8D	6	30	40	0	\$0.00	\$0.00
51	8D	7	30	40	0	\$0.00	\$0.00
52	8D	8	30	40	0	\$0.00	\$0.00
53	8D	9	30	40	1	\$994.17	\$14,679.18
54	8D	10	30	40	1	\$994.17	\$14,679.18
55	8D	11	30	40	1	\$994.17	\$14,679.18
56	8D	12	30	40	1	\$994.17	\$14,679.18
57	8D	13	30	40	1	\$994.17	\$14,679.18
58	8D	14	30	40	1	\$994.17	\$14,679.18
59	8D	15	30	40	1	\$994.17	\$14,679.18
60	8D	16	30	40	1	\$994.17	\$14,679.18
61	8D	17	30	40	1	\$994.17	\$14,679.18
62	8D	18	30	40	1	\$994.17	\$14,679.18
63	8D	19	30	40	1	\$994.17	\$14,679.18

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
64	8D	20	30	40	1	\$994.17	\$14,679.18
65	8D	21	30	40	1	\$994.17	\$14,679.18
66	8D	22	30	40	1	\$994.17	\$14,679.18
67	8D	23	30	40	1	\$994.17	\$14,679.18
68	8D	24	30	40	1	\$994.17	\$14,679.18
69	8D	25	30	40	1	\$994.17	\$14,679.18
70	8D	26	30	40	1	\$994.17	\$14,679.18
71	8D	27	30	40	1	\$994.17	\$14,679.18
72	8D	28	30	40	1	\$994.17	\$14,679.18
Total						\$42,749.38	\$631,204.62

Undeveloped Property

Description	MADS	Par Outstanding
Total	\$315,606	\$4,660,000
Assigned to platted lots, unsold lots in Phase 8D	\$42,749	\$631,205
Remaining assigned to undeveloped property	\$272,857	\$4,028,795
Undeveloped acreage (Total acres less Phase 8D acres) ⁵	131.14	131.14
Series 2019A-2 Assessment per undeveloped acre	\$2,080.65	\$30,721.33
Original Series 2019A-2 Assessment Assigned to Undeveloped Acreage ⁶	\$33,318	

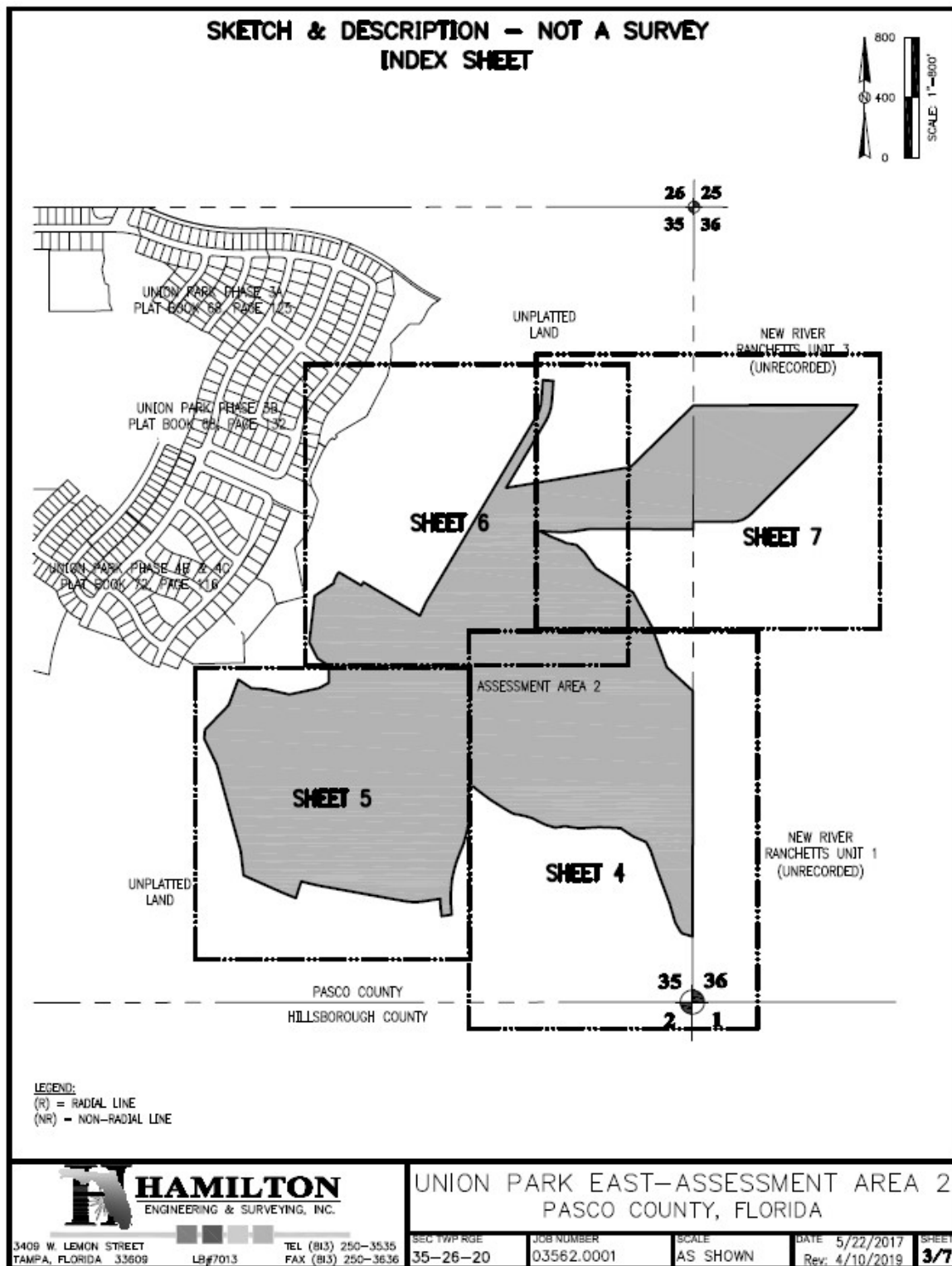
Since the Series 2019A-2 Assessment for the replacement Series 2019A-2 Bonds (\$30,721) is lower than the original Series 2019A-2 Assessment per undeveloped acre (33,318), no True-Up payment is required.

⁵ Total area of Assessment Area Two is 152.62 acres less 21.48 acres area platted and subdivided as Phase 8D equals 131.14 acres of undeveloped land within Assessment Area Two.

⁶ Refer to the Second Supplemental Methodology Report for details.

K. DESCRIPTION AND SKETCH

Figure 1 – Assessment Area Two



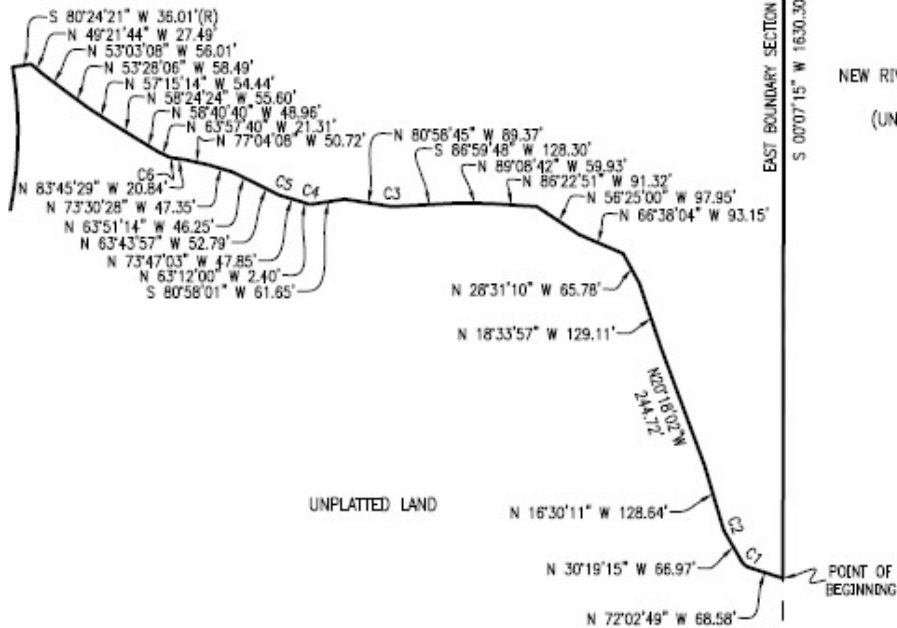
SKETCH & DESCRIPTION - NOT A SURVEY

SEE SHEET 7

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	25.00'	N 51°11'02" W	17.81'	18.21'	41°43'35"
C2	25.00'	N 23°24'43" W	6.01'	6.03'	13°49'04"
C3	25.00'	S 86°59'29" E	5.24'	5.25'	12°01'27"
C4	25.00'	N 81°07'00" W	15.38'	15.64'	35°49'58"
C5	25.00'	N 68°45'30" W	4.38'	4.39'	10°03'05"
C6	25.00'	N 73°51'35" W	8.60'	8.64'	19°47'49"

ASSESSMENT AREA 2
152.62 ± ACRES

SEE SHEET 5



LEGEND:
(R) = RADIAL LINE
(NR) = NON-RADIAL LINE

HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

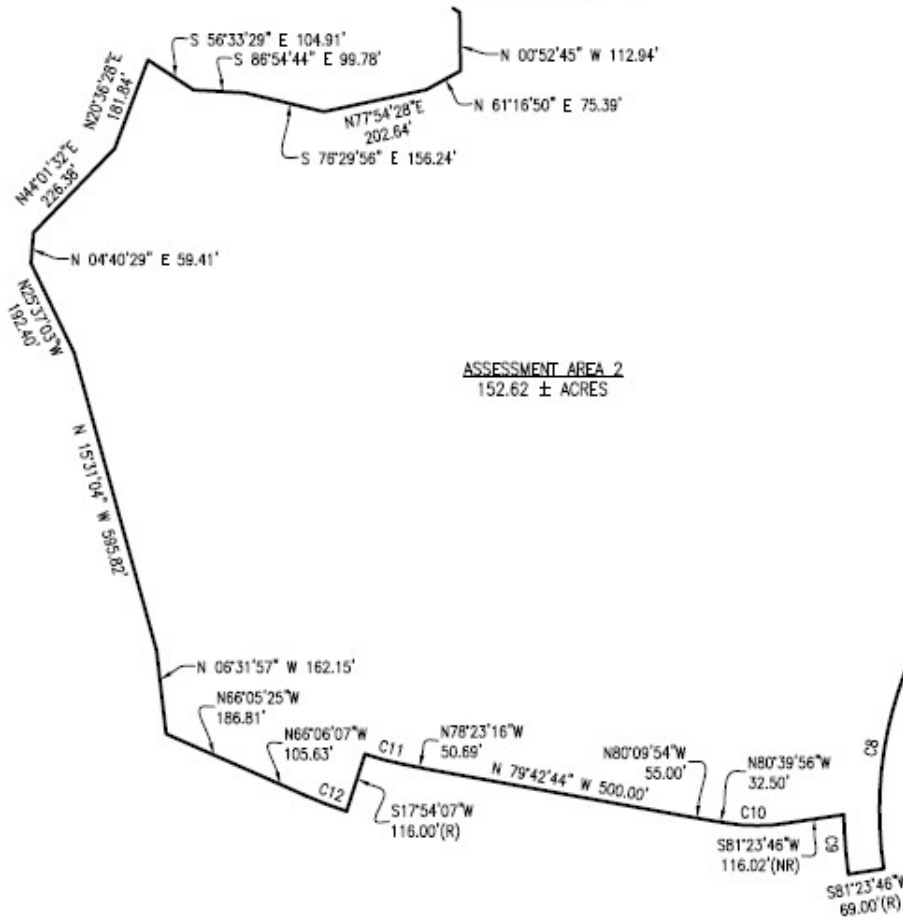
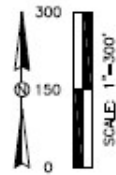
TEL (813) 250-3535
FAX (813) 250-3636

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC 199P RISE 35-26-20 JOB NUMBER 03562.0001 SCALE AS SHOWN DATE 5/22/2017 SHEET 4/7
Rev: 4/10/2019

SKETCH & DESCRIPTION - NOT A SURVEY

SEE SHEET 6



UNPLATTED LAND

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C7	757.20'	S 07°02'09" W	433.41'	439.55'	33°15'36"
C8	750.00'	S 07°31'51" W	416.85'	422.41'	32°16'10"
C9	819.00'	N 04°34'04" W	115.29'	115.38'	8°04'19"
C10	350.00'	N 89°38'05" W	109.13'	109.58'	17°56'17"
C11	538.34'	N 75°14'34" W	75.09'	75.15'	7°59'55"
C12	800.41'	N 68°59'18" W	86.84'	86.88'	6°13'09"

LEGEND:

(R) = RADIAL LINE
(NR) = NON-RADIAL LINE



HAMILTON
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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC 1/4P RGE
35-26-20

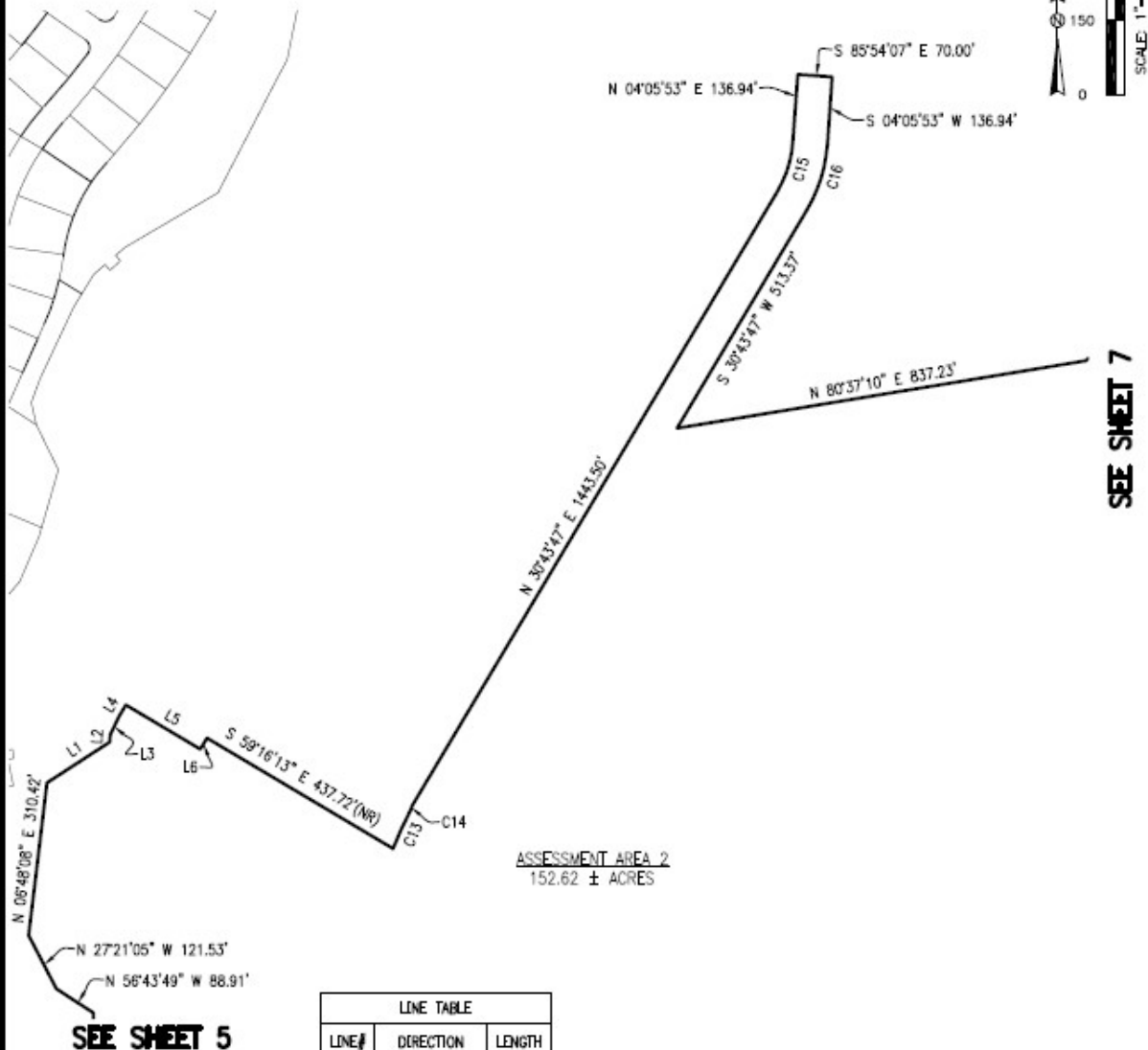
JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev. 4/10/2019

SHEET
5/7

SKETCH & DESCRIPTION - NOT A SURVEY



LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 57°04'05" E	151.50'
L2	N 04°04'29" E	14.96'
L3	N 25°24'33" E	39.78'
L4	N 30°43'47" E	28.08'
L5	S 59°16'13" E	175.00'
L6	N 30°43'47" E	26.35'

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C13	869.00'	N 24°24'01" E	87.04'	87.08'	5°44'28"
C14	25.00'	N 18°36'12" E	7.54'	7.56'	17°20'07"
C15	231.00'	S 17°24'50" W	106.41'	107.37'	26°37'54"
C16	301.00'	S 17°24'50" W	138.65'	139.91'	26°37'54"

LEGEND:
(R) = RADIAL LINE
(NR) = NON-RADIAL LINE

HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

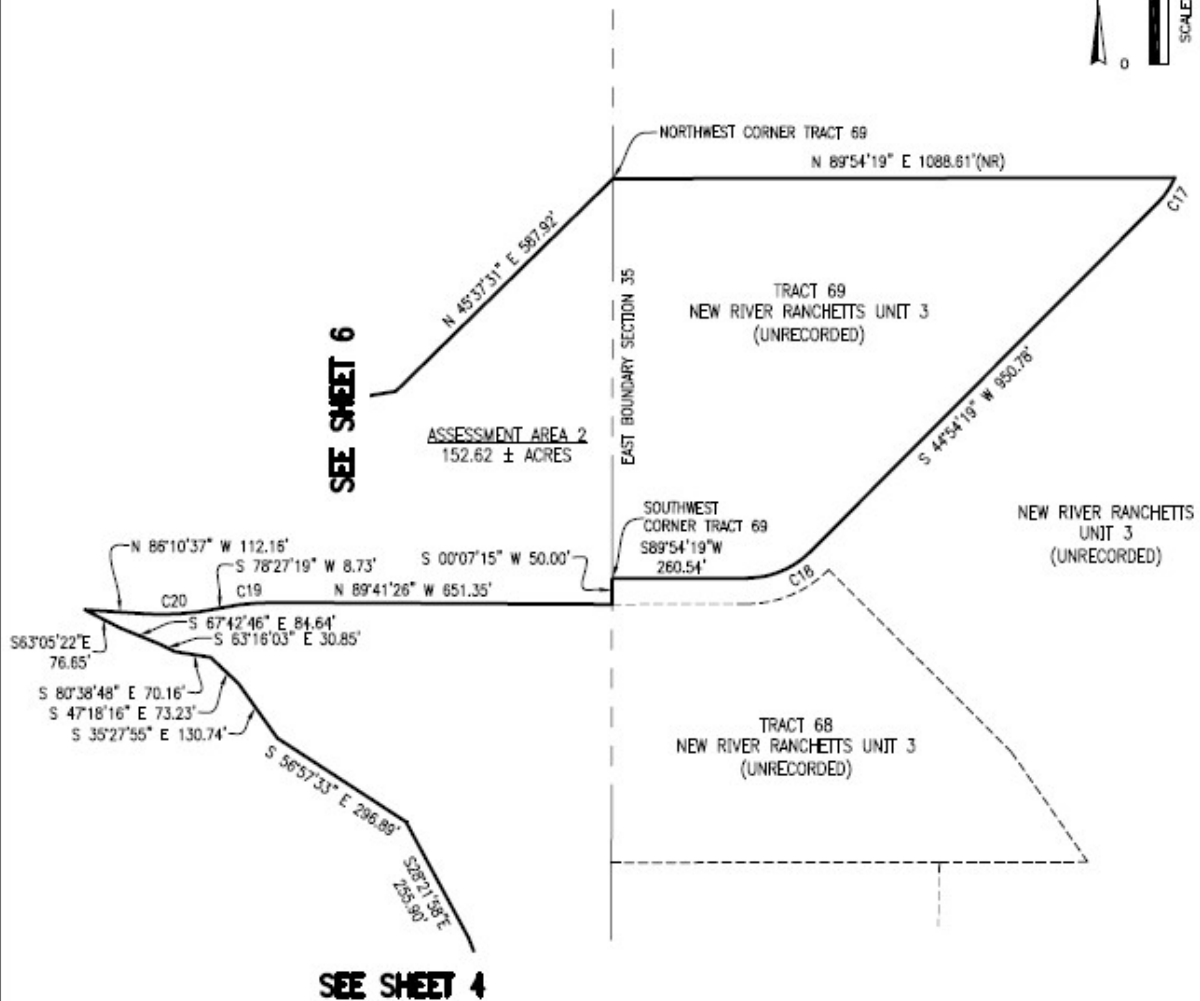
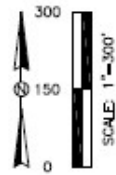
LB#7013

TEL (813) 250-3535
FAX (813) 250-3636

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE 35-26-20	JOB NUMBER 03562.0001	SCALE AS SHOWN	DATE 5/22/2017 Rev: 4/10/2019	SHEET 6/7
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SKETCH & DESCRIPTION - NOT A SURVEY



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C17	175.00'	S 34°52'41" W	60.94'	61.25'	20°03'14"
C18	175.00'	S 67°24'19" W	133.94'	137.44'	45°00'00"
C19	500.00'	S 84°22'57" W	103.26'	103.45'	11°51'15"
C20	550.00'	S 86°08'21" W	147.08'	147.52'	15°22'04"

LEGEND:
(R) = RADIAL LINE
(NR) = NON-RADIAL LINE

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PASCO COUNTY, FLORIDA

SEC TWP RGE	JOB NUMBER	SCALE	DATE	SHEET
35-26-20	03562.0001	AS SHOWN	5/22/2017 Rev: 4/10/2019	7/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35 AND PROCEED N 00° 07' 13" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 434.83 FEET TO THE POINT OF BEGINNING; THENCE N 72° 02' 49" W, LEAVING SAID BOUNDARY, A DISTANCE OF 68.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 51° 11' 02" W, A DISTANCE OF 17.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 18.21 FEET TO A POINT OF TANGENCY; THENCE N 30° 19' 15" W, A DISTANCE OF 66.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 23° 24' 43" W, A DISTANCE OF 6.01 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6.03 FEET TO A POINT OF TANGENCY; THENCE N 16° 30' 11" W, A DISTANCE OF 128.64 FEET; THENCE N 20° 18' 02" W, A DISTANCE OF 244.72 FEET; THENCE N 18° 33' 57" W, A DISTANCE OF 129.11 FEET; THENCE N 28° 31' 10" W, A DISTANCE OF 65.78 FEET; THENCE N 66° 38' 04" W, A DISTANCE OF 93.15 FEET; THENCE N 56° 25' 00" W, A DISTANCE OF 97.95 FEET; THENCE N 86° 22' 51" W, A DISTANCE OF 91.32 FEET; THENCE N 89° 08' 42" W, A DISTANCE OF 59.93 FEET; THENCE S 86° 59' 48" W, A DISTANCE OF 128.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 86° 59' 29" W, A DISTANCE OF 5.24 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.25 FEET TO A POINT OF TANGENCY; THENCE N 80° 58' 45" W, A DISTANCE OF 89.37 FEET; THENCE S 80° 58' 01" W, A DISTANCE OF 61.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 81° 07' 00" W, A DISTANCE OF 15.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 15.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 12' 00" W, A DISTANCE OF 2.40 FEET; THENCE N 73° 47' 03" W, A DISTANCE OF 47.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 68° 45' 30" W, A DISTANCE OF 4.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4.39 FEET TO A POINT OF TANGENCY; THENCE N 63° 43' 57" W, A DISTANCE OF 52.79 FEET; THENCE N 63° 51' 14" W, A DISTANCE OF 46.25 FEET; THENCE N 73° 30' 28" W, A DISTANCE OF 47.35 FEET; THENCE N 77° 04' 08" W, A DISTANCE OF 50.72 FEET; THENCE N 83° 45' 29" W, A DISTANCE OF 20.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 73° 51' 35" W, A DISTANCE OF 8.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 8.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 57' 40" W, A DISTANCE OF 21.31 FEET; THENCE N 58° 40' 40" W, A DISTANCE OF 48.96 FEET; THENCE N 58° 24' 24" W, A DISTANCE OF 55.60 FEET; THENCE N 57° 15' 14" W, A DISTANCE OF 54.44 FEET; THENCE N 53° 28' 06" W, A DISTANCE OF 58.49 FEET; THENCE N 53° 03' 08" W, A DISTANCE OF 56.01 FEET; THENCE N 49° 21' 44" W, A DISTANCE OF 27.49 FEET; THENCE S 80° 24' 21" W, A DISTANCE OF 36.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 757.20 FEET AND A CHORD WHICH BEARS S 07° 02' 09" W, A DISTANCE OF 433.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 439.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 750.00 FEET AND A CHORD WHICH BEARS S 07° 31' 51" W, A DISTANCE OF 416.85 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 422.41 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, ALONG A RADIAL LINE, A DISTANCE OF 69.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 819.00 FEET AND A CHORD WHICH BEARS N 04° 34' 04" W, A DISTANCE OF 115.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 115.38 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, A DISTANCE OF 116.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD WHICH BEARS N 89° 38' 05" W, A DISTANCE OF 109.13 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 109.58 FEET TO A POINT OF TANGENCY; THENCE N 80° 39' 56" W, A DISTANCE OF 32.50 FEET; THENCE N 80° 09' 54" W, A DISTANCE OF 55.00 FEET; THENCE N 79° 42' 44" W, A DISTANCE OF 500.00 FEET; THENCE N 78° 23' 16" W, A DISTANCE OF 50.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 538.34 FEET AND A CHORD WHICH BEARS N 75° 14' 34" W, A DISTANCE OF 75.09 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 75.15 FEET TO THE END OF SAID CURVE; THENCE S 17° 54' 07" W, ALONG A RADIAL LINE, A DISTANCE OF 116.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 800.41 FEET AND A CHORD WHICH BEARS N 68° 59' 18" W, A DISTANCE OF 86.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 86.88 FEET TO THE END OF SAID CURVE; THENCE N 66° 06' 07" W, A DISTANCE OF 105.63 FEET; THENCE N 66° 05' 25" W, A DISTANCE OF 186.81 FEET; THENCE N 06° 31' 57" W, A DISTANCE OF 162.15 FEET; THENCE N 15° 31' 04" W, A DISTANCE OF 595.82 FEET; THENCE N 25° 37' 03" W, A DISTANCE OF 192.40 FEET; THENCE N 04° 40' 29" E, A DISTANCE OF 59.41 FEET; THENCE N 44° 01' 32" E, A DISTANCE OF 226.38 FEET; THENCE N 20° 36' 28" E, A DISTANCE OF 181.84 FEET; THENCE S 56° 33' 29" E, A DISTANCE OF 104.91 FEET; THENCE S 86° 54' 44" E, A DISTANCE OF 99.78 FEET; THENCE S 76° 29' 56" E, A DISTANCE OF 156.24 FEET; THENCE N 77° 54' 28" E, A DISTANCE OF 202.64 FEET; THENCE N 61° 16' 50" E, A DISTANCE OF 75.39 FEET; THENCE N 00° 52' 45" W, A DISTANCE OF 112.94 FEET; THENCE N 56° 43' 49" W, A DISTANCE OF 88.91 FEET; THENCE N 27° 21' 05" W, A DISTANCE OF 121.53 FEET; THENCE N 06° 48' 08" E, A DISTANCE OF 310.42 FEET; THENCE N 57° 04' 05" E, A DISTANCE OF 151.50 FEET; THENCE N 04° 04' 29" E, A DISTANCE OF 14.96 FEET; THENCE N 25° 24' 33" E, A DISTANCE OF 39.78 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 28.08 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 175.00 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 26.35 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 437.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 869.00 FEET AND A CHORD WHICH BEARS N 24° 24' 01" E, A DISTANCE OF 87.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 87.08 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 18° 36' 12" E, A DISTANCE OF 7.54 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.56 FEET TO THE END OF SAID CURVE; THENCE N 30° 43' 47" E, A DISTANCE OF 1443.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 231.00 FEET AND A CHORD WHICH BEARS N 17° 24' 50" E, A DISTANCE OF 106.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET TO A POINT OF TANGENCY; THENCE N 04° 05' 53" E, A DISTANCE OF 136.94 FEET; THENCE S 85° 54' 07" E, A DISTANCE OF 70.00 FEET; THENCE S 04° 05' 53" W, A DISTANCE OF 136.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 301.00 FEET AND A CHORD WHICH BEARS S 17° 24' 50" W, A DISTANCE OF 138.65 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 139.91 FEET TO A POINT OF TANGENCY; THENCE S 30° 43' 47" W, A DISTANCE OF 513.37 FEET; THENCE N 80° 37' 10" E, A DISTANCE OF 837.23 FEET;

CONTINUED ON SHEET 2



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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE
35-26-20

JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev: 4/10/2019

SHEET
1/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

THENCE N 45° 37' 31" E, A DISTANCE OF 587.92 FEET A POINT ON THE EAST BOUNDARY OF SAID SECTION 35 AND THE NORTHWEST CORNER OF TRACT 69 OF THE UNRECORDED PLAT OF NEW RIVER RANCHETTS UNIT 3; THENCE ALONG THE BOUNDARIES OF SAID TRACT 69 THE FOLLOWING FIVE (5) COURSES; (1) N 89° 54' 19" E, A DISTANCE OF 1088.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 34° 52' 41" W, A DISTANCE OF 80.94 FEET; (2) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.25 FEET TO A POINT OF TANGENCY; (3) THENCE S 44° 54' 19" W, A DISTANCE OF 950.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 67° 24' 19" W, A DISTANCE OF 133.94 FEET; (4) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY; (5) THENCE S 89° 54' 19" W, A DISTANCE OF 260.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 69 AND THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE N 89° 41' 26" W, LEAVING SAID BOUNDARY, A DISTANCE OF 651.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET AND A CHORD WHICH BEARS S 84° 22' 57" W, A DISTANCE OF 103.26 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 103.45 FEET TO A POINT OF TANGENCY; THENCE S 78° 27' 19" W, A DISTANCE OF 8.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET AND A CHORD WHICH BEARS S 86° 08' 21" W, A DISTANCE OF 147.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 147.52 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 37" W, A DISTANCE OF 112.16 FEET; THENCE S 63° 05' 22" E, A DISTANCE OF 76.65 FEET; THENCE S 67° 42' 46" E, A DISTANCE OF 84.64 FEET; THENCE S 63° 16' 03" E, A DISTANCE OF 30.85 FEET; THENCE S 80° 38' 48" E, A DISTANCE OF 70.16 FEET; THENCE S 47° 18' 16" E, A DISTANCE OF 73.23 FEET; THENCE S 35° 27' 55" E, A DISTANCE OF 130.74 FEET; THENCE S 56° 57' 33" E, A DISTANCE OF 296.89 FEET; THENCE S 28° 21' 58" E, A DISTANCE OF 255.90 FEET; THENCE S 20° 43' 09" E, A DISTANCE OF 289.63 FEET; THENCE S 47° 29' 52" E, A DISTANCE OF 234.66 FEET TO THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 1630.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 152.62 ACRES, MORE OR LESS.

Aaron J. Murphy, PSM _____ Date _____
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

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ENGINEERING & SURVEYING, INC.

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LB#7013

UNION PARK EAST—ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE 35—26—20	JOB NUMBER 03562.0001	SCALE AS SHOWN	DATE 5/22/2017 Rev: 4/10/2019	SHEET 2/7
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L. ALLOCATION OF PUBLIC IMPROVEMENTS COSTS, PROPOSED DEBT

As further described in the Second Supplemental Assessment Methodology Report, the Series 2019 Area Two Project costs, developer contributions to fund public improvement costs, and the other uses of bond proceeds are used as proxy for total benefit. As described in the Master Engineer's Report, the completed public infrastructure costs are estimated in the amount of \$9.41 million for Assessment Area Two. The following table sets forth the allocation of public improvements costs ("PIC") among the assessable property, including an allowance for other uses of bond proceeds such as deposit to the debt service reserve fund, capitalized interest, costs of issuances, and other uses.

Table 3. Allocation of Master Public Improvement Costs for Assessment Area Two

Lot Width	Total Units	ERU	Total ERU	% ERU	Total PIC (as proxy for benefit)	Benefit Per Unit
TH	102	0.47	47.94	17.5%	\$1,915,145	\$18,776
40	103	0.80	82.40	30.1%	\$3,291,780	\$31,959
50	103	1.00	103.00	37.6%	\$4,114,725	\$39,949
60	34	1.20	40.80	14.9%	\$1,629,911	\$47,939
Total	342		274.14	100.0%	\$10,951,562	

Table 4. Comparison of Total Series 2019 Bond Debt with PIC per Lot

Lot Width	A-1	A-2	Total	PIC	Debt Over/(Under) PIC
TH	\$8,583	\$9,161	\$17,745	\$18,776	(\$1,031)
40	\$15,524	\$14,679	\$30,204	\$31,959	(\$1,755)
50	\$19,405	\$18,349	\$37,754	\$39,949	(\$2,194)
60	\$23,287	\$22,019	\$45,305	\$47,939	(\$2,633)

M. CONCEPT PLAN AND BOND MAP

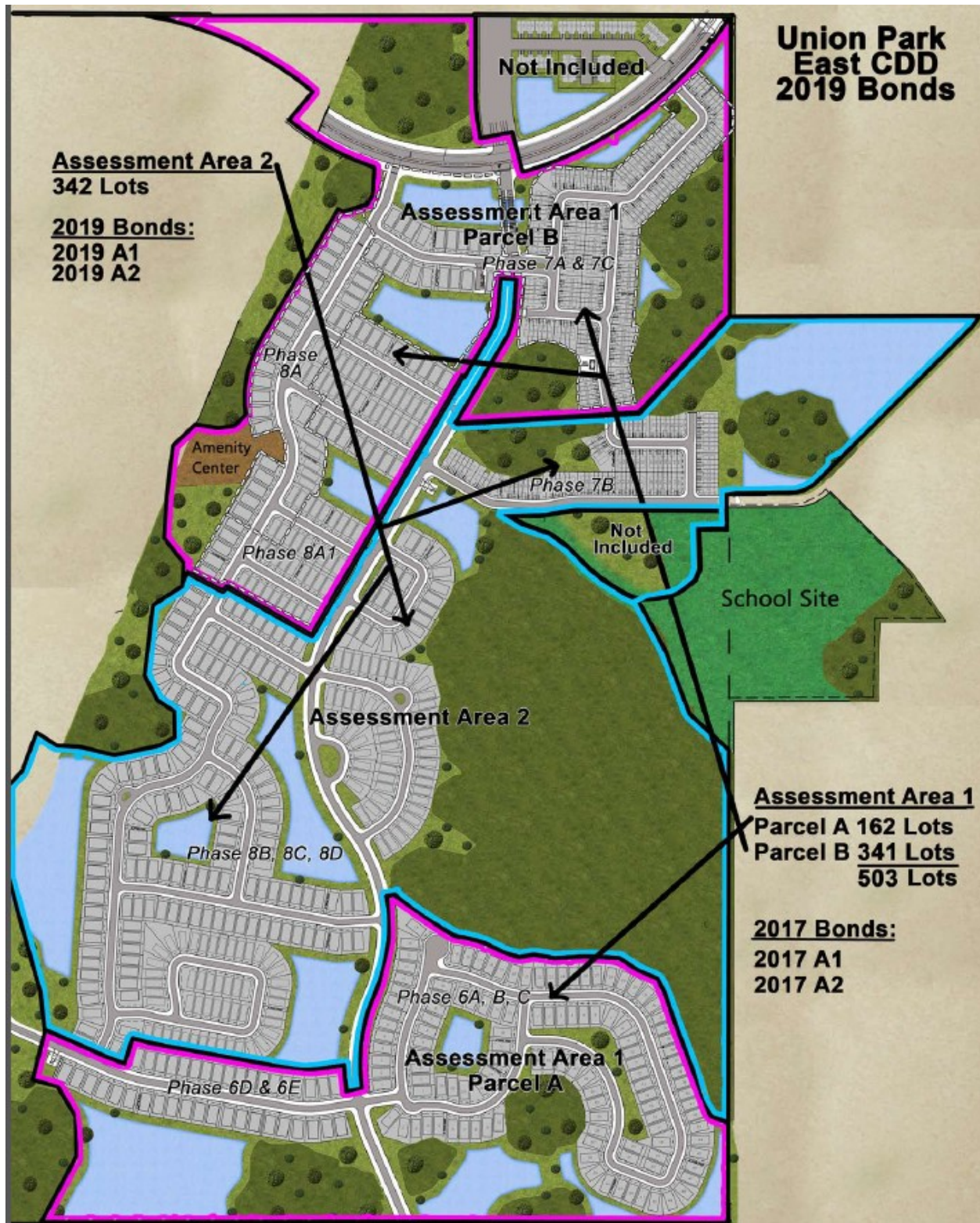


EXHIBIT 5.

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PUBLIC IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING NON-AD VALOREM SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PUBLIC IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING A METHOD FOR ALLOCATING THE TOTAL ASSESSMENTS AMONG THE BENEFITED PARCELS WITHIN THE DISTRICT; CONFIRMING THE DISTRICT'S INTENTION TO RE-ISSUE ITS CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS 2019A-2; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190 Florida Statutes, including specifically, Section 170.08, Florida Statutes.

SECTION 2. FINDINGS. The Board of Supervisors (the “**Board**”) of the Union Park East Community Development District (the “**District**”) hereby finds and determines as follows:

(a) The District is a local unit of special purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.

(b) The District is authorized under Chapter 190, Florida Statutes, to construct and acquire certain capital public improvements as described in the Report of the District Engineer dated April 16, 2019 (the “**2019 Project**”), attached hereto as **Exhibit “A”**.

(c) The District is authorized by Chapters 170, 190, and 197, Florida Statutes, to levy special assessments to pay all or any part of the cost of community development improvements such as the 2019 Project and to issue revenue bonds payable from special assessments as provided in Chapters 170, 190, and 197 Florida Statutes.

(d) It is desirable for the public safety and welfare that the District construct and acquire the 2019 Project on certain lands within the District, the nature and location of which are described in Resolution 2020-03 and more specifically described in the plans and specifications on file at the registered office of the District; that the cost of such 2019 Project be assessed against the lands specially benefited thereby, and that the District re-issue the Capital Improvement Revenue and Refunding Bonds, Series 2019A-2, in one or more series (herein, the “**Series 2019 Bonds**”), to provide funds for such purpose pending the receipt of such special assessments.

(e) The implementation of the 2019 Project, the levying of such special assessments and the sale and issuance of the Series 2019 Bonds serves a proper, essential, and valid public purpose.

(f) In order to provide funds with which to pay the cost of constructing and acquiring a portion of the 2019 Project which are to be assessed against the benefited properties pending the collection of such special assessments, it is necessary for the District to issue and sell the Series 2019 Bonds.

(g) By Resolution 2020-03, the Board determined to implement the 2019 Project and to defray the cost thereof by levying special assessments on benefited property and expressed an intention to issue the Series 2019 Bonds to provide the funds needed therefor prior to the collection of such special assessments. Resolution 2020-03 was adopted in compliance with the requirements of Section 190.016, Florida Statutes and with the requirements of Section 170.03, Florida Statutes, and prior to the time the same was adopted, the requirements of Section 170.04, Florida Statutes had been complied with.

(h) Resolution 2020-03 was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Chairman of the Board of Supervisors of the District.

(i) A preliminary assessment roll has been prepared and filed with the Board as required by Section 170.06, Florida Statutes.

(j) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-04 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of implementing the 2019 Project, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each specially benefited property.

(k) At the time and place specified in the resolution and notice referred to in paragraph (j) above, the Board met as an equalization board, conducted such public hearing and heard and considered all comments and complaints as to the matters described in paragraph (j) above, and based thereon, has made such modifications in the preliminary assessment roll as it deems desirable in the making of the final assessment roll.

(l) Having considered revised estimates of the construction costs of the 2019 Project, revised estimates of financing costs, and all complaints and evidence presented at such public hearing, the Board finds and determines:

(i) that the estimated costs of the 2019 Project is as specified in the Third Supplemental Special Assessment Methodology Report dated February 21, 2020 prepared by DPF, (the "**Assessment Report**") attached hereto as **Exhibit "B"**, and the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of such 2019 Project against the properties specially benefited thereby using the methods determined by the Board, which results in the special assessments set forth on the final assessment roll which is part of the Assessment Report;

(iii) it is hereby declared that the 2019 Project will constitute a special benefit to all parcels of real property listed on the final assessment roll set forth in the Report and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon; and

(iv) it is desirable that the Debt Assessments (as defined below) be paid and collected as herein provided.

SECTION 3. DEFINITIONS. Capitalized words and phrases used herein but not defined herein shall have the meaning given to them in the Report. In addition, the following words and phrases shall have the following meanings:

"Assessable Unit" means a building lot in the product type or lot size as set forth in the Report.

"Debt Assessment" or **"Debt Assessments"** means the non-ad valorem special assessments imposed to repay the Series 2019 Bonds which are being issued to finance the construction and acquisition of the 2019 Project as described in the Assessment Report.

"Developer" means **Goldenranch Property, LLC**, a Florida limited liability company, and its successors and assigns.

SECTION 4. AUTHORIZATION OF 2019 PROJECT. The 2019 Project described in Resolution 2020-03, as more specifically described by the plans and specifications therefor on file in the registered office of the District, is hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be constructed or acquired following the re-issuance of Series 2019 Bonds referred to herein.

SECTION 5. ESTIMATED COST OF 2019 PROJECT. The total estimated costs of the 2019 Project, and the estimated financing costs to be paid by the Debt Assessments on all specially benefited property is set forth in the Assessment Report.

SECTION 6. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF ASSESSMENTS. The Debt Assessments on the benefited parcels all as specified in the final assessment roll contained within the Assessment Report, are hereby equalized, approved, confirmed and levied. Promptly following the adoption of this Resolution, those Debt Assessments shall be recorded by the Secretary of the Board of the District in a special book, to be known as the **"Improvement Lien Book."** The Debt Assessment or Debt Assessments against the benefited parcels shown on such final assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such benefited

parcels until paid; such lien shall be coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims).

SECTION 7. FINALIZATION OF DEBT ASSESSMENTS. When the 2019 Project has been constructed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs to the District thereof, as required by Sections 170.08 and 170.09, Florida Statutes. In the event that the actual costs to the District for the 2019 Project is less than the amount assessed therefor, the District shall credit to each Debt Assessment for the 2019 Project the proportionate difference between the Debt Assessment as hereby made, approved and confirmed and the actual costs of the 2019 Project, as finally determined upon completion thereof. In no event, however, shall the final amount of any such Debt Assessment exceed the amount originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves or bond discount included in the estimated cost of the 2019 Project. Such credits shall be entered in the Improvement Lien Book. Once the final amount of the Assessments for all of the 2019 Project has been determined, the term "**Debt Assessment**" shall mean the sum of the actual costs of the 2019 Project benefiting the benefited parcels plus financing costs.

SECTION 8. ALLOCATION OF DEBT ASSESSMENTS WITHIN THE BENEFITED PARCELS. Because it is contemplated that the land will be subdivided into lots to be used for the construction of residential units, and that such individual lots will be sold to numerous purchasers, the Board deems it desirable to establish a method for allocating the total Debt Assessment among the various lots that will exist so that the amount so allocated to each lot will constitute an assessment against, and a lien upon, each such lot without further action by the Board.

The Board has been informed by the Developer that each lot of a particular product type as identified in the Assessment Report will be of approximately the same size as each other lot of the same product type. While it would be possible to allocate the Debt Assessments among each lot of a particular product type on the basis of the square footage of each such lot, the Board does not believe that the special benefits afforded by the 2019 Project to each lot vary to any material degree due to comparatively minor variations in the square footage of each lot. Instead, the Board believes, and hereby finds, that based upon the Developer's present development plans, each lot of regardless of product type will be benefited equally by the 2019 Project, regardless of minor variations in the square footage of the lots.

If the Developer's plans change and the size of the Assessable Units vary to a degree such that it would be inequitable to levy Debt Assessments in equal amounts against each Assessable Unit of the same product type, then the Board may, by a supplemental resolution, reallocate the Debt Assessments against the Assessable Units on a more equitable basis and in doing so the Board may ignore minor variations among lots of substantially equal square footage; provided, however, that before adoption of any resolution the Board shall have obtained and filed with the trustee for the Series 2019 Bonds (herein, the "**Trustee**"): (i) an opinion of counsel acceptable to the District to the effect that the Debt Assessments as reallocated were duly levied in accordance with

applicable law, that the Debt Assessments as reallocated, together with the interest and penalties, if any, thereon, will constitute a legal, valid and binding first lien on the Assessable Units as to which such Debt Assessments were reallocated until paid in full, and that such lien is coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims), whether then existing or thereafter created; and (ii) a certificate from the District's methodology consultant together with supporting schedule confirming that the aggregate cash flow from the reallocated Debt Assessments is not less than the aggregate cash flow from the original Debt Assessments.

If the Board reallocates Debt Assessments as provided in the preceding paragraph, a certified copy of the supplemental resolution approving such reallocation shall be filed with the Trustee within 30 days after its adoption and a revised Debt Assessment roll shall be prepared and shall be recorded in the Improvement Lien Book created pursuant hereto.

SECTION 9. PAYMENT OF DEBT ASSESSMENTS. At the end of the capitalized interest period referenced in the Assessment Report (if any), the Debt Assessments for the Series 2019 Bonds shall be payable in substantially equal annual installments of principal and interest over a period of 30 years, in the principal amounts set forth in the Assessment Report, together with interest at the applicable coupon rate of the Series 2019 Bonds, such interest to be calculated on the basis of a 360 day year consisting of 12 months of thirty days each, plus the District's costs of collection and assumed discounts for Debt Assessments provided for by Florida law; provided, however, that any owner of land (unless waived in writing by the owner or any prior owner and the same is recorded in the public records of the County) against which an Debt Assessment has been levied may pay the entire principal balance of such Debt Assessment without interest at any time within thirty days after the 2019 Project have been completed and the Board has adopted a resolution accepting the 2019 Project as provided by section 170.09, Florida Statutes. Further, after the completion and acceptance of the 2019 Project or prior to completion and acceptance to the extent the right to prepay without interest has been previously waived, any owner of land against which a Debt Assessment has been levied may pay the principal balance of such Debt Assessment, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Bond payment date, which is at least 45 days after the date of payment.

SECTION 10. PAYMENT OF SERIES 2019 BONDS; REFUNDS FOR OVERPAYMENT. Upon payment of all of the principal and interest on the Series 2019 Bonds secured by the Debt Assessments, the Debt Assessments theretofore securing the Series 2019 Bonds shall no longer be levied by the District. If, for any reason, Assessments are overpaid or excess Assessments are collected, or if, after repayment of the Series 2019 Bonds the Trustee makes payment to the District of excess amounts held by it for payment of the Series 2019 Bonds, such overpayment or excess amount or amounts shall be refunded to the person or entity who paid the Debt Assessment.

SECTION 11. PENALTIES, CHARGES, DISCOUNTS, AND COLLECTION PROCEDURES. The Debt Assessments shall be subject to a penalty at a rate of one percent (1%) per month if not paid when due under the provisions of Florida Statutes, Chapter 170 or the corresponding provisions of subsequent law. However, the District anticipates using the "uniform

method for the levy, collection and enforcement of non-ad valorem assessment" as provided by Florida Statutes, Chapter 197 for the collection of the Debt Assessments for the Series 2019 Bonds. Accordingly, the Debt Assessments for the Series 2019 Bonds, shall be subject to all collection provisions to which non-ad valorem assessments must be subject in order to qualify for collection pursuant to Florida Statutes, Chapter 197, as such provisions now exist and as they may exist from time to time hereafter in Chapter 197 or in the corresponding provision of subsequent laws. Without limiting the foregoing, at the present time such collection provisions include provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment. With respect to the Debt Assessments levied against any parcels owned by the Developer, the District may invoice and collect such Debt Assessments directly from the Developer and not pursuant to Chapter 197. Any Debt Assessments that are directly collected by the District shall be due and payable to the District at least 30 days prior to the next Bond payment date.

SECTION 12. CONFIRMATION OF INTENTION TO RE-ISSUE THE CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS. The Board hereby confirms its intention to re-issue the Series 2019 Bonds, to provide funds, pending receipt of the Debt Assessments, to pay all or a portion of the cost of the 2019 Project assessed against the specially benefited property.

SECTION 13. DEBT ASSESSMENT CHALLENGES. The adoption of this Resolution shall be the final determination of all issues related to the Debt Assessments as it relates to property owners whose benefitted property is subject to the Debt Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the Debt Assessments, and the levy, collection, and lien of the Debt Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

SECTION 14. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of the Debt Assessments shall not affect the validity of the same after the adoption of this Resolution, and any Debt Assessment as finally approved shall be competent and sufficient evidence that such Debt Assessment was duly levied, that the Debt Assessment was duly made and adopted, and that all other proceedings adequate to such Debt Assessment were duly had, taken, and performed as required.

SECTION 15. SEVERABILITY. If any Section or part of a Section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other Section or part of a Section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other Section or part of a Section of this Resolution is wholly or necessarily dependent upon the Section or part of a Section so held to be invalid or unconstitutional.

SECTION 16. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 1st day of April, 2020.

Attest:

**Union Park East Community
Development District**

Name: _____
Assistant Secretary/Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit “A” – Report of District Engineer dated April 16, 2019

**Exhibit “B” – Third Supplemental Special Assessment Methodology Report dated
February 21, 2020**

**Union Park East
Community Development District**

Capital Improvement Revenue Bonds
Series 2019
Report of the District Engineer



Prepared for:
Board of Supervisors
Union Park East Community
Development District

Prepared by:
Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard
Suite 600
Tampa, FL 33602
(813) 223-9500

April 16, 2019



1.0 INTRODUCTION

The Union Park East Community Development District (the "District") encompasses approximately 331.5 acres within the Wesley Chapel area of southern Pasco County, Florida and is within the Livingston (n.k.a. Golden Ranch) Master Planned Unit Development (the "MPUD"). The District is located within Section 35, Township 26 South, Range 20 East, approximately 1.5 miles east of Meadow Pointe Boulevard with planned access to the District via an extension of Oldwoods Avenue from its current terminus in the abutting Union Park community through to the eastern boundary of the MPUD. The District is currently bound by Union Park Community Development District on the west, K-Bar Ranch (City of Tampa jurisdiction) on the south, the Schickendanz property (Wyndfields MPUD) on the north and vacant land within the MPUD on the east.

See Exhibit A for a Vicinity Map and Legal Description of the District.

2.0 PURPOSE

The Petition to Establish Union Park East Community Development District (Pasco County Ordinance 16-28) was approved by the Pasco County Board of County Commissioners on October 11, 2016. The District was established for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. A Report of the District Engineer, dated May 19, 2017, was prepared for issuance of the Capital Improvement Revenue Bonds, Series 2017 which were to fund the construction of a portion of the planned public improvements and community facilities within the District. The purpose of this Report of the District Engineer (the "Report") is to update the project information and provide a description and estimated costs of the incomplete public improvements and community facilities within Assessment Area 2 (Phases 7B, 8B, 8C and 8D).

3.0 THE DEVELOPER AND DEVELOPMENT

The property owner, Goldenranch Property, LLC, (the "Developer") owns approximately 580.0 total acres of land, of which 248.50 acres have been developed as Union Park. Currently the Developer plans to build 900 single family units in Union Park East. The current public improvements and community facilities include Oldwoods Avenue extension, northern extension of Wyndfields Boulevard and subdivision streets, water and wastewater systems, water management and control, entry landscaping/irrigation/monuments, pedestrian trails and sidewalks, environmental mitigation, and community amenities.

See Exhibit B for the current Union Park East Concept Plan.

Phases 6A, 6B, 6C, 6D, and 6E and 7A, 7D, 7E, and 8A have been platted.



Assessment Area 1 of the 2017 project will total 503 units and Assessment Area 2 of the 2019 project is planned for 342 units, as shown on the Concept Plan in Exhibit B. The remaining 55 townhomes are planned further in the future and are not included in an assessment area.

4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

4.1 MASTER IMPROVEMENTS

4.1.1 Master Water Management and Control

The design criteria for the District's water management and control is regulated by Pasco County and the Southwest Florida Water Management District (SWFWMD). The master water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

The 2019 Bonds may fund the required excavation to achieve the design elevations of the ponds. They may also fund the filling, grading, and compaction of the public improvements, including roadways, landscape berms, pond maintenance berms, utility trench backfill, and filling and grading of any public property.

The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To insure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100 year storm event.

Master water management and control for Assessment Area 2 includes all of the stormwater ponds and their associated control structures and the storm sewer and other conveyance systems associated with the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C and 8D, as well as the extension of Oldwoods Avenue to the Union Park East CDD boundary.

The storm sewer systems shall be designed in accordance with Pasco County's Land Development Code and technical standards and will be dedicated or conveyed to and maintained by Pasco County.



4.1.2 Master District Roads

Master district roads for Assessment Area 2 include the extension of the community collector road to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary and a northern extension of Wyndfields Boulevard to Oldwoods Avenue.

Master district roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, a decorative bridge, and sidewalks within the road rights of way.

All master district roads will be designed in accordance with Pasco County's Land Development Code and technical standards, and roads within the District will be dedicated or conveyed to and maintained by Pasco County.

4.1.3 Master Sewer and Wastewater Management

The District is located within the unincorporated limits of Pasco County with sanitary sewer and wastewater management service being provided by the Pasco County Utilities Department.

Master sewer and wastewater management for Assessment Area 2 includes any sanitary sewer improvement from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary. As well, all pumping stations and interconnected force mains shall be considered Master Sewer and Wastewater Management improvements.

All master sanitary sewer and wastewater management systems will be designed in accordance with Pasco County technical standards. The sewer and wastewater management systems will be owned and maintained by Pasco County.

4.1.4 Master Water Supply

The District is located within the unincorporated limits of Pasco County with water supply being provided by the Pasco County Utilities Department.

Master water supply for Assessment Area 2 includes any water supply improvement from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as, the extension of Oldwoods Avenue to the Union Park East CDD boundary.

All master water supply systems will be designed in accordance with Pasco County technical standards. The master water supply systems will be owned and maintained by Pasco County.



4.1.5 Master Amenities

The master amenities will benefit all phases and are anticipated to consist of linear parks, a tot lot area, pavilion, exercise stations, bench swings, kids' splash zone, pool/deck, clubhouse, restrooms, landscaping/hardscaping/lighting, and irrigation within these areas. These master amenities will be owned and maintained by the District.

4.1.6 Master Pedestrian Trails

Several miles of pedestrian trails are planned to be constructed and interconnected throughout the District for the benefit of the entire community. These trails will be owned and maintained by the District.

4.1.7 Master Environmental Mitigation

Wetland impacts associated with the public improvements and community facilities will require mitigation which can be constructed and/or acquired by the District.

4.1.8 Master Electric Service Extension and Undergrounding of Electrical Power

The District lies within the area served by Tampa Electric Company ("TECO") for electrical power. TECO will provide electric service to the District from lines located along Oldwoods Avenue right-of-way. There are fees associated with extending electric service to the community, as well as, converting the overhead service to underground service. Fees associated with improvements outside the boundary of the District are considered off-site improvements and will be funded by the Developer.

Master Electric Service for Assessment Area 2 includes any electric improvements from the northern extension of Wyndfields Boulevard to the entrances into Phases 7B, 8B, 8C, 8D, as well as the extension of Oldwoods Avenue to the Union Park East CDD boundary.

4.1.9 Master Landscaping, Irrigation, and Hardscaping

Community entry monumentation and landscape buffering and screening will be provided along the existing Oldwoods Avenue and the community collector road. Irrigation will also be provided in the landscaped areas. The District will own and maintain these areas.

4.1.10 Master Professional Services and Permitting Fees

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenities design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.



Fees associated with performance and warranty financial securities required by Pasco County may be funded through the District. Water and sewer impact fees are also required to be paid to Pasco County Utilities over time, and the District may pay these fees which, if funded through the District, will be reimbursed by the homebuilders at the time of lot closing.

All fees associated with the extension of Oldwoods Avenue and Wyndfields Boulevard are considered master professional services and permitting fees.

4.2 SUBDIVISION IMPROVEMENTS

4.2.1 Subdivision Water Management and Control

Subdivision water management and control includes the storm sewer systems and other conveyance systems associated with the subdivision streets within Assessment Area 2.

The storm sewer systems shall be designed in accordance with Pasco County's Land Development Code and technical standards and will be dedicated or conveyed to and maintained by Pasco County.

4.2.2 Subdivision District Roads

Subdivision district roads includes the subdivision streets within Assessment Area 2.

Subdivision district roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within the subdivision streets rights of way.

All roads will be designed in accordance with Pasco County's Land Development Code and technical standards and roads within the District will be dedicated or conveyed to and maintained by Pasco County.

4.2.3 Subdivision Sewer and Wastewater Management

The District is located within the unincorporated limits of Pasco County with sanitary sewer and wastewater management service being provided by the Pasco County Utilities Department.

Subdivision sewer and wastewater management includes the gravity sanitary sewer improvements associated with the subdivision district roads within Assessment Area 2.

All sanitary sewer and wastewater management systems will be designed in accordance with Pasco County technical standards. The sewer and wastewater management systems will be owned and maintained by Pasco County.



4.2.4 Subdivision Water Supply

The District is located within the unincorporated limits of Pasco County with water supply being provided by the Pasco County Utilities Department.

Subdivision water supply includes any water supply improvement associated with the subdivision district roads within Assessment Area 2.

All water supply systems will be designed in accordance with Pasco County technical standards. The master water supply systems will be owned and maintained by Pasco County.

4.2.5 Subdivision Undergrounding of Electrical Power, and Street Lights

The District lies within the area served by Tampa Electric Company ("TECO") for electrical power. There are fees associated with converting the overhead service to underground service.

Subdivision undergrounding of electric service includes those improvements associated with the subdivision district roads within Assessment Area 2.

4.2.5.1 Subdivision Street Lights

Street lights are also planned along the subdivision district roads. It is anticipated that the District will enter into a Street Lighting Agreement with TECO who will then own and maintain them. The Series 2019 bond funds will not be used to install and/or maintain street lights and such costs are not included in the 2019 Project Estimated Cost. The District will fund the street lighting operation through the Operation and Maintenance budget.

4.2.6 Subdivision Professional Services and Permitting Fees

Pasco County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision improvements. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities required by Pasco County may be funded through the District. Water and sewer impact fees are also required to be paid to Pasco County Utilities over time, and the District may pay these fees which, if funded through the District, will be reimbursed by the homebuilders at the time of lot closing.



5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS

See Exhibit C for the Construction Cost Estimate of the Public Improvements and Community Facilities.

The developer has currently spent over \$1,070,000 in completing public improvements and community facilities within Assessment Area 2 and other master improvements not funded by the 2017 Bonds.

6.0 CONSTRUCTION PERMITTING

Pasco County and SWFWMD have issued construction permits for the proposed 2019 public improvements and community facilities described in this report.

7.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District, and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District. The planning and design of the District is in accordance with current governmental regulatory requirements. The Development will provide its intended function so long as the construction is in substantial compliance with the design and construction permits.

Items of construction cost in this report are based on recently obtained construction bids by the Developer. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein and that the various components will benefit and add value to the District as more fully detailed in the Assessment Methodology Report adopted by the District.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Pasco County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate are consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

Tonja L. Stewart, P.E. Stantec Consulting Services Inc
Senior Project Manager
Florida License No. 47704



UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019

April 16, 2019

Appendix A VICINITY MAP OF THE DISTRICT AND LEGAL DESCRIPTION OF ASSESSMENT AREA 2

SKETCH & DESCRIPTION — NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35 AND PROCEED N 00° 07' 13" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 434.83 FEET TO THE POINT OF BEGINNING; THENCE N 72° 02' 49" W, LEAVING SAID BOUNDARY, A DISTANCE OF 68.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 51° 11' 02" W, A DISTANCE OF 17.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 18.21 FEET TO A POINT OF TANGENCY; THENCE N 30° 19' 15" W, A DISTANCE OF 66.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 23° 24' 43" W, A DISTANCE OF 6.01 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6.03 FEET TO A POINT OF TANGENCY; THENCE N 16° 30' 11" W, A DISTANCE OF 128.64 FEET; THENCE N 20° 18' 02" W, A DISTANCE OF 244.72 FEET; THENCE N 18° 33' 57" W, A DISTANCE OF 129.11 FEET; THENCE N 28° 31' 10" W, A DISTANCE OF 65.78 FEET; THENCE N 66° 38' 04" W, A DISTANCE OF 93.15 FEET; THENCE N 56° 25' 00" W, A DISTANCE OF 97.95 FEET; THENCE N 86° 22' 51" W, A DISTANCE OF 91.32 FEET; THENCE N 89° 08' 42" W, A DISTANCE OF 59.93 FEET; THENCE S 86° 59' 48" W, A DISTANCE OF 128.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 86° 59' 29" W, A DISTANCE OF 5.24 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.25 FEET TO A POINT OF TANGENCY; THENCE N 80° 58' 45" W, A DISTANCE OF 89.37 FEET; THENCE S 80° 58' 01" W, A DISTANCE OF 61.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 81° 07' 00" W, A DISTANCE OF 15.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 15.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 12' 00" W, A DISTANCE OF 2.40 FEET; THENCE N 73° 47' 03" W, A DISTANCE OF 47.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 68° 45' 30" W, A DISTANCE OF 4.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4.39 FEET TO A POINT OF TANGENCY; THENCE N 63° 43' 57" W, A DISTANCE OF 52.79 FEET; THENCE N 63° 51' 14" W, A DISTANCE OF 46.25 FEET; THENCE N 73° 30' 28" W, A DISTANCE OF 47.35 FEET; THENCE N 77° 04' 08" W, A DISTANCE OF 50.72 FEET; THENCE N 83° 45' 29" W, A DISTANCE OF 20.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 73° 51' 35" W, A DISTANCE OF 8.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 8.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 57' 40" W, A DISTANCE OF 21.31 FEET; THENCE N 58° 40' 40" W, A DISTANCE OF 48.96 FEET; THENCE N 58° 24' 24" W, A DISTANCE OF 55.60 FEET; THENCE N 57° 15' 14" W, A DISTANCE OF 54.44 FEET; THENCE N 53° 28' 06" W, A DISTANCE OF 58.49 FEET; THENCE N 53° 03' 08" W, A DISTANCE OF 56.01 FEET; THENCE N 49° 21' 44" W, A DISTANCE OF 27.49 FEET; THENCE S 80° 24' 21" W, A DISTANCE OF 36.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 757.20 FEET AND A CHORD WHICH BEARS S 07° 02' 09" W, A DISTANCE OF 433.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 439.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 750.00 FEET AND A CHORD WHICH BEARS S 07° 31' 51" W, A DISTANCE OF 416.85 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 422.41 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, ALONG A RADIAL LINE, A DISTANCE OF 69.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 819.00 FEET AND A CHORD WHICH BEARS N 04° 34' 04" W, A DISTANCE OF 115.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 115.38 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, A DISTANCE OF 116.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD WHICH BEARS N 89° 38' 05" W, A DISTANCE OF 109.13 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 109.58 FEET TO A POINT OF TANGENCY; THENCE N 80° 39' 56" W, A DISTANCE OF 32.50 FEET; THENCE N 80° 09' 54" W, A DISTANCE OF 55.00 FEET; THENCE N 79° 42' 44" W, A DISTANCE OF 500.00 FEET; THENCE N 78° 23' 16" W, A DISTANCE OF 50.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 538.34 FEET AND A CHORD WHICH BEARS N 75° 14' 34" W, A DISTANCE OF 75.09 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 75.15 FEET TO THE END OF SAID CURVE; THENCE S 17° 54' 07" W, ALONG A RADIAL LINE, A DISTANCE OF 116.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 800.41 FEET AND A CHORD WHICH BEARS N 68° 59' 18" W, A DISTANCE OF 86.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 86.88 FEET TO THE END OF SAID CURVE; THENCE N 66° 06' 07" W, A DISTANCE OF 105.63 FEET; THENCE N 66° 05' 25" W, A DISTANCE OF 186.81 FEET; THENCE N 06° 31' 57" W, A DISTANCE OF 162.15 FEET; THENCE N 15° 31' 04" W, A DISTANCE OF 595.82 FEET; THENCE N 25° 37' 03" W, A DISTANCE OF 192.40 FEET; THENCE N 04° 40' 29" E, A DISTANCE OF 59.41 FEET; THENCE N 44° 01' 32" E, A DISTANCE OF 226.38 FEET; THENCE N 20° 36' 28" E, A DISTANCE OF 181.84 FEET; THENCE S 56° 33' 29" E, A DISTANCE OF 104.91 FEET; THENCE S 86° 54' 44" E, A DISTANCE OF 99.78 FEET; THENCE S 76° 29' 56" E, A DISTANCE OF 156.24 FEET; THENCE N 77° 54' 28" E, A DISTANCE OF 202.64 FEET; THENCE N 61° 16' 50" E, A DISTANCE OF 75.39 FEET; THENCE N 00° 52' 45" W, A DISTANCE OF 112.94 FEET; THENCE N 56° 43' 49" W, A DISTANCE OF 88.91 FEET; THENCE N 27° 21' 05" W, A DISTANCE OF 121.53 FEET; THENCE N 06° 48' 08" E, A DISTANCE OF 310.42 FEET; THENCE N 57° 04' 05" E, A DISTANCE OF 151.50 FEET; THENCE N 04° 04' 29" E, A DISTANCE OF 14.96 FEET; THENCE N 25° 24' 33" E, A DISTANCE OF 39.78 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 28.08 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 175.00 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 26.35 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 437.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 869.00 FEET AND A CHORD WHICH BEARS N 24° 24' 01" E, A DISTANCE OF 87.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 87.08 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 18° 36' 12" E, A DISTANCE OF 7.54 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.56 FEET TO THE END OF SAID CURVE; THENCE N 30° 43' 47" E, A DISTANCE OF 1443.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 231.00 FEET AND A CHORD WHICH BEARS N 17° 24' 50" E, A DISTANCE OF 106.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET TO A POINT OF TANGENCY; THENCE N 04° 05' 53" E, A DISTANCE OF 136.94 FEET; THENCE S 85° 54' 07" E, A DISTANCE OF 70.00 FEET; THENCE S 04° 05' 53" W, A DISTANCE OF 136.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 301.00 FEET AND A CHORD WHICH BEARS S 17° 24' 50" W, A DISTANCE OF 138.65 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 139.91 FEET TO A POINT OF TANGENCY; THENCE S 30° 43' 47" W, A DISTANCE OF 513.37 FEET; THENCE N 80° 37' 10" E, A DISTANCE OF 837.23 FEET;

CONTINUED ON SHEET 2



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TAMPA, FLORIDA 33609

LB#7013

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UNION PARK EAST—ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE
35—26—20

JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev: 4/10/2019

SHEET
1/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

THENCE N 45° 37' 31" E, A DISTANCE OF 587.92 FEET A POINT ON THE EAST BOUNDARY OF SAID SECTION 35 AND THE NORTHWEST CORNER OF TRACT 69 OF THE UNRECORDED PLAT OF NEW RIVER RANCHETTS UNIT 3; THENCE ALONG THE BOUNDARIES OF SAID TRACT 69 THE FOLLOWING FIVE (5) COURSES; (1) N 89° 54' 19" E, A DISTANCE OF 1088.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 34° 52' 41" W, A DISTANCE OF 60.94 FEET; (2) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.25 FEET TO A POINT OF TANGENCY; (3) THENCE S 44° 54' 19" W, A DISTANCE OF 950.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 67° 24' 19" W, A DISTANCE OF 133.94 FEET; (4) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY; (5) THENCE S 89° 54' 19" W, A DISTANCE OF 260.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 69 AND THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE N 89° 41' 26" W, LEAVING SAID BOUNDARY, A DISTANCE OF 651.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET AND A CHORD WHICH BEARS S 84° 22' 57" W, A DISTANCE OF 103.26 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 103.45 FEET TO A POINT OF TANGENCY; THENCE S 78° 27' 19" W, A DISTANCE OF 8.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET AND A CHORD WHICH BEARS S 86° 08' 21" W, A DISTANCE OF 147.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 147.52 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 37" W, A DISTANCE OF 112.16 FEET; THENCE S 63° 05' 22" E, A DISTANCE OF 76.65 FEET; THENCE S 67° 42' 46" E, A DISTANCE OF 84.64 FEET; THENCE S 63° 16' 03" E, A DISTANCE OF 30.85 FEET; THENCE S 80° 38' 48" E, A DISTANCE OF 70.16 FEET; THENCE S 47° 18' 16" E, A DISTANCE OF 73.23 FEET; THENCE S 35° 27' 55" E, A DISTANCE OF 130.74 FEET; THENCE S 56° 57' 33" E, A DISTANCE OF 296.89 FEET; THENCE S 28° 21' 58" E, A DISTANCE OF 255.90 FEET; THENCE S 20° 43' 09" E, A DISTANCE OF 289.63 FEET; THENCE S 47° 29' 52" E, A DISTANCE OF 234.66 FEET TO THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 1630.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 152.62 ACRES, MORE OR LESS.

Aaron J. Murphy, PSM _____ Date _____
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013



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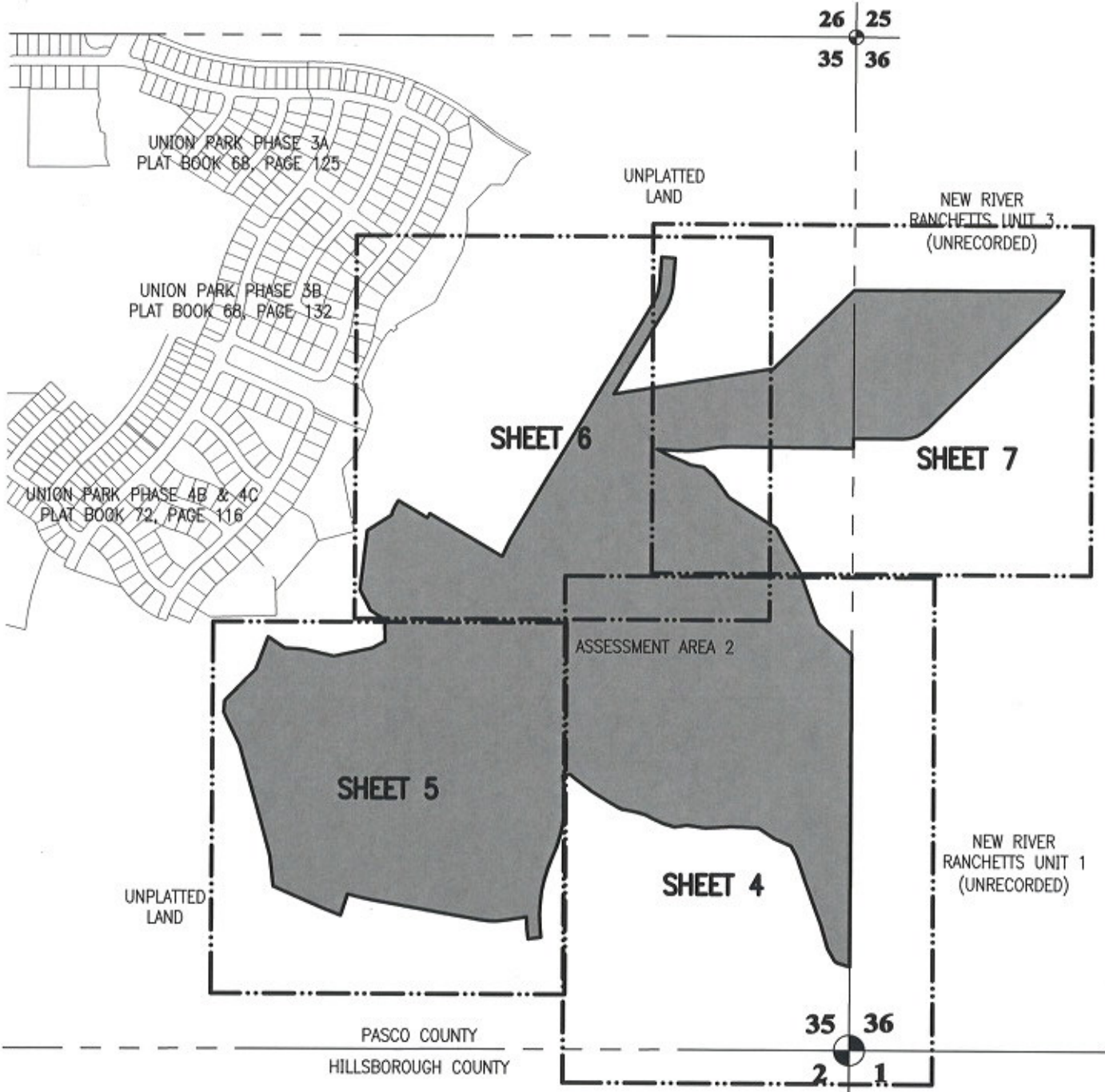
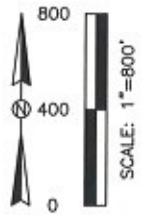
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2/7

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

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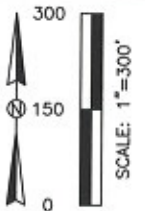
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SKETCH & DESCRIPTION – NOT A SURVEY

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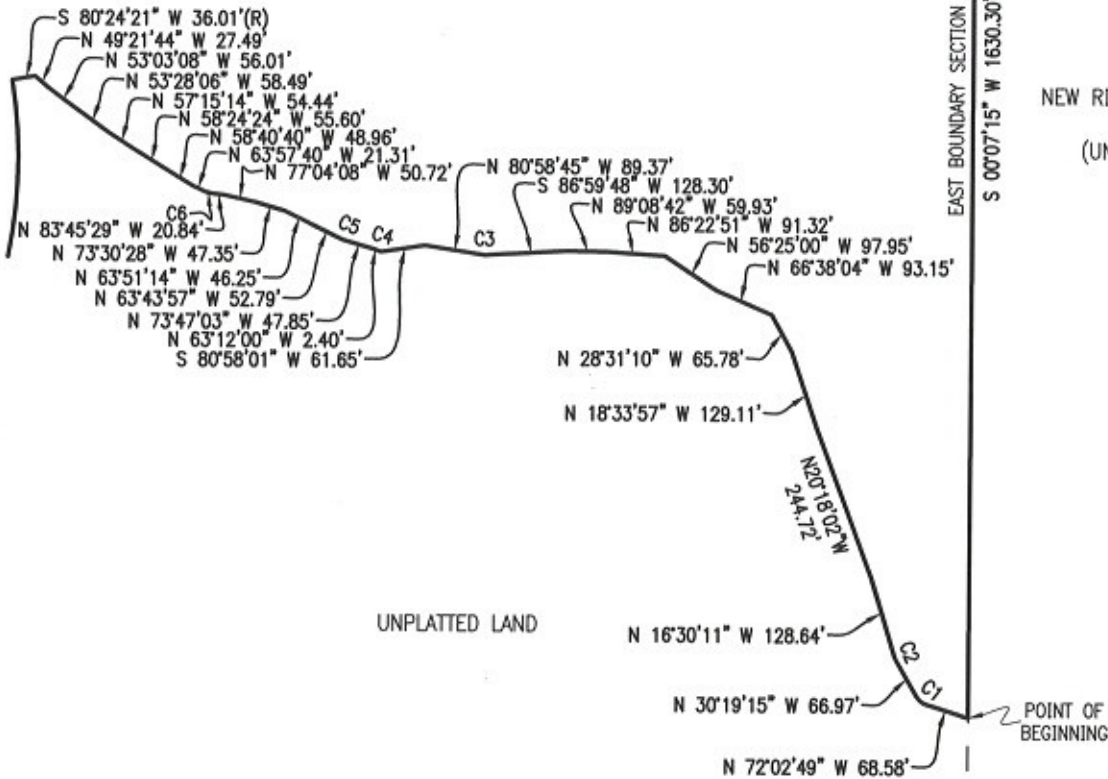


PORTION TRACT 27
NEW RIVER RANCHETTS
UNIT 1 (UNRECORDED)

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	25.00'	N 51°11'02" W	17.81'	18.21'	41°43'35"
C2	25.00'	N 23°24'43" W	6.01'	6.03'	13°49'04"
C3	25.00'	S 86°59'29" E	5.24'	5.25'	12°01'27"
C4	25.00'	N 81°07'00" W	15.38'	15.64'	35°49'58"
C5	25.00'	N 68°45'30" W	4.38'	4.39'	10°03'05"
C6	25.00'	N 73°51'35" W	8.60'	8.64'	19°47'49"

ASSESSMENT AREA 2
152.62 ± ACRES

SEE SHEET 5



NEW RIVER RANCHETTS
UNIT 1
(UNRECORDED)

POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 35

PASCO COUNTY
SOUTH BOUNDARY SECTION 35
HILLSBOROUGH COUNTY

LEGEND:
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UNPLATTED LAND

35 36
2 1



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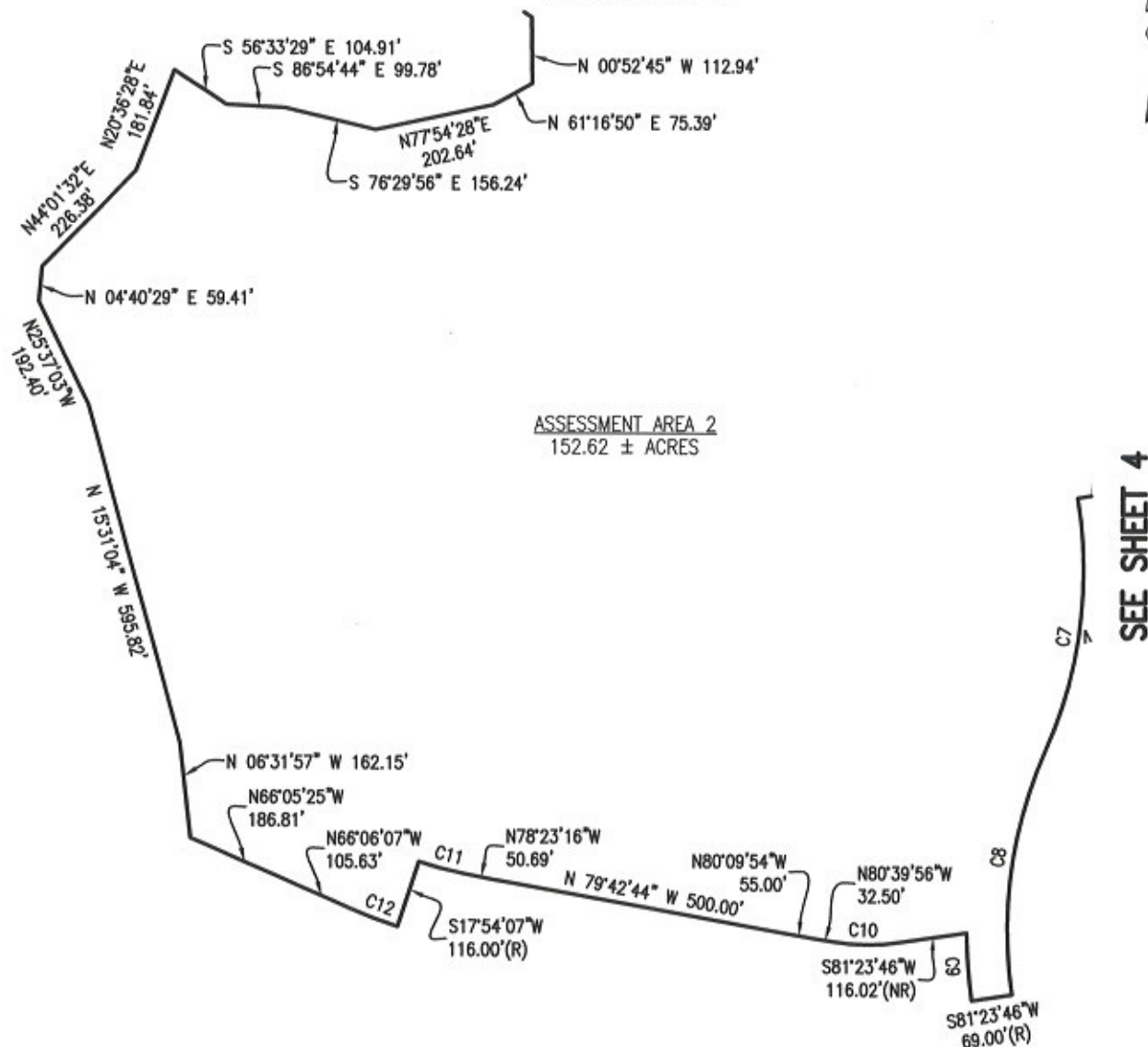
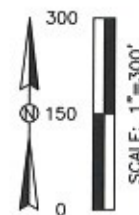
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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SKETCH & DESCRIPTION — NOT A SURVEY

SEE SHEET 6



UNPLATTED LAND

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C7	757.20'	S 07°02'09" W	433.41'	439.55'	33°15'36"
C8	750.00'	S 07°31'51" W	416.85'	422.41'	32°16'10"
C9	819.00'	N 04°34'04" W	115.29'	115.38'	8°04'19"
C10	350.00'	N 89°38'05" W	109.13'	109.58'	17°56'17"
C11	538.34'	N 75°14'34" W	75.09'	75.15'	7°59'55"
C12	800.41'	N 68°59'18" W	86.84'	86.88'	6°13'09"

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PASCO COUNTY, FLORIDA

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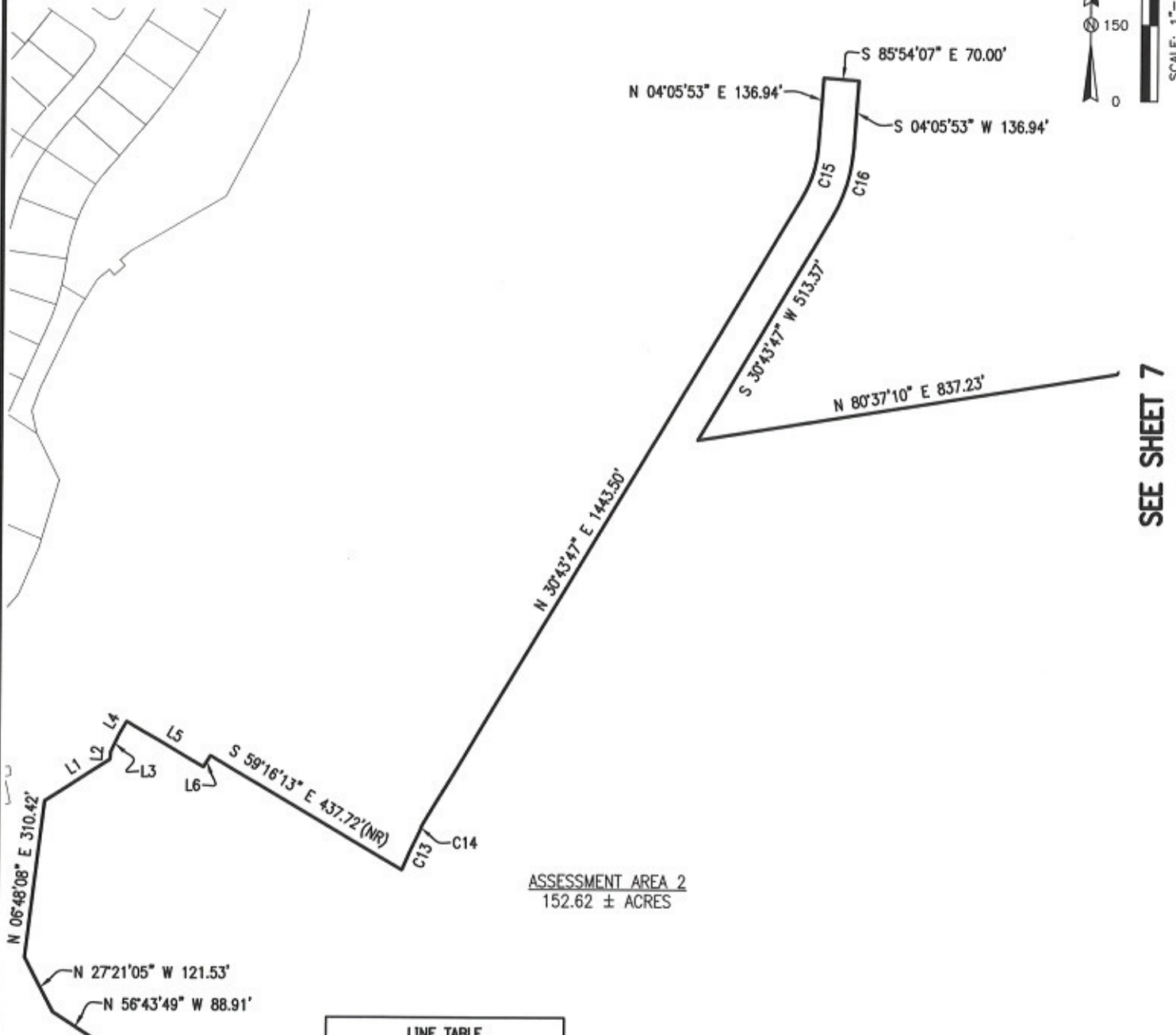
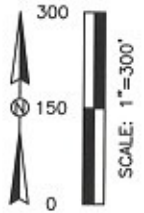
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5/7

SKETCH & DESCRIPTION — NOT A SURVEY



SEE SHEET 5

LINE TABLE

LINE#	DIRECTION	LENGTH
L1	N 57°04'05" E	151.50'
L2	N 04°04'29" E	14.96'
L3	N 25°24'33" E	39.78'
L4	N 30°43'47" E	28.08'
L5	S 59°16'13" E	175.00'
L6	N 30°43'47" E	26.35'

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C13	869.00'	N 24°24'01" E	87.04'	87.08'	5°44'28"
C14	25.00'	N 18°36'12" E	7.54'	7.56'	17°20'07"
C15	231.00'	S 17°24'50" W	106.41'	107.37'	26°37'54"
C16	301.00'	S 17°24'50" W	138.65'	139.91'	26°37'54"

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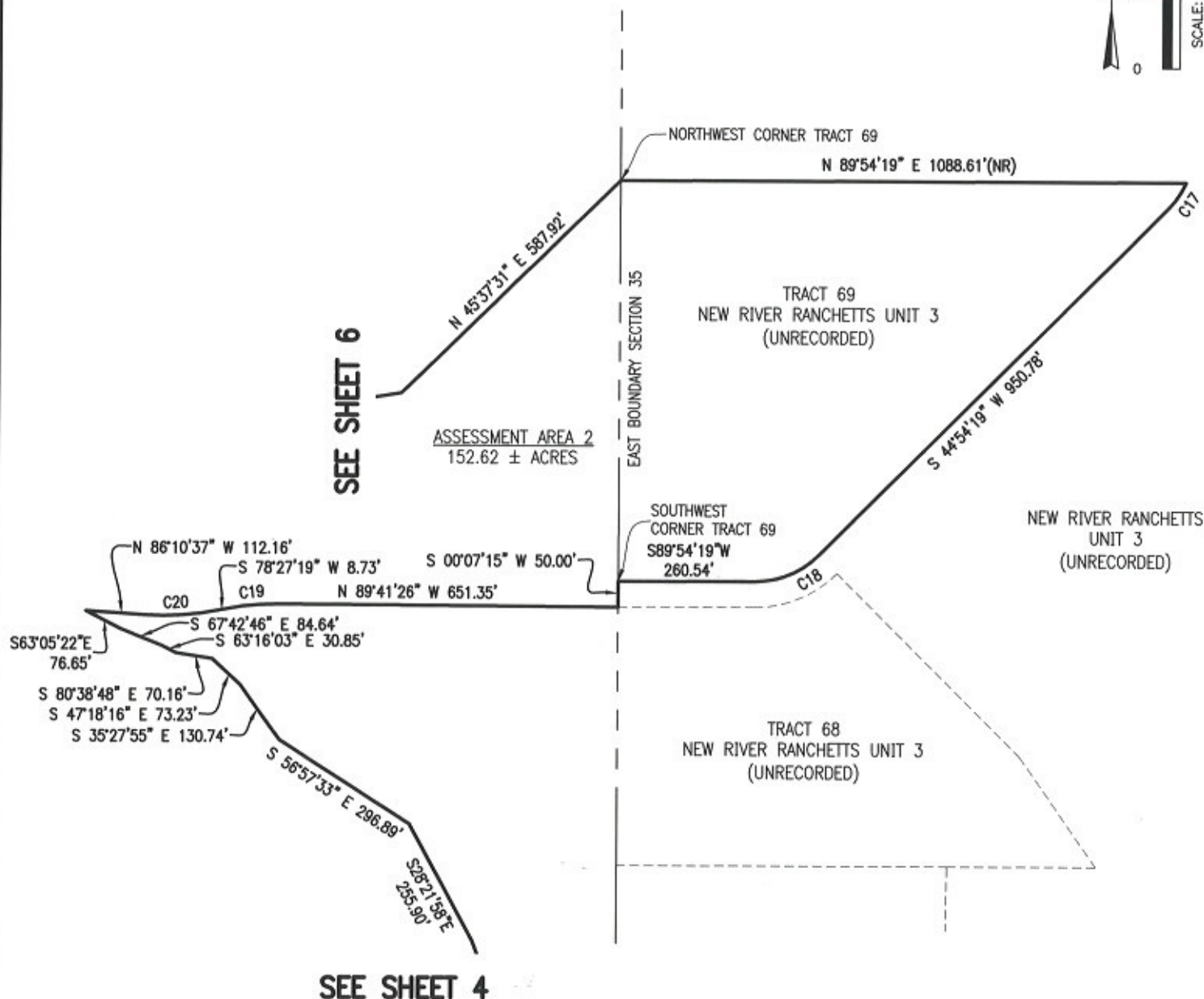
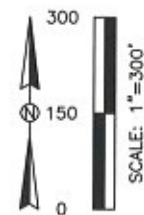
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6/7

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SKETCH & DESCRIPTION — NOT A SURVEY



LEGEND:
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(NR) = NON-RADIAL LINE

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C17	175.00'	S 34°52'41" W	60.94'	61.25'	20°03'14"
C18	175.00'	S 67°24'19" W	133.94'	137.44'	45°00'00"
C19	500.00'	S 84°22'57" W	103.26'	103.45'	11°51'15"
C20	550.00'	S 86°08'21" W	147.08'	147.52'	15°22'04"



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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA



UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019

April 16, 2019

Appendix B · CONCEPT PLAN

Union Park East CDD 2019 Bonds

Assessment Area 2
342 Lots

2019 Bonds:
2019 A1
2019 A2

Assessment Area 1
Parcel B
Phase 7A & 7C

Phase 8A

Amenity
Center

Phase 8A1

Phase 7B

Not
Included

School Site

Assessment Area 2

Phase 8B, 8C, 8D

Assessment Area 1
Parcel A 162 Lots
Parcel B 341 Lots
503 Lots

2017 Bonds:
2017 A1
2017 A2

Phase 6A, B, C

Assessment Area 1
Parcel A

Phase 6D & 6E





UNION PARK EAST CDD

Capital Improvement Revenue Bonds, Series 2019

April 16, 2019

Appendix C CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES

UNION PARK EAST CDD
2019 PROJECT ESTIMATED COST

Items	Description	2019 Project Assessment Area 2 Cost to Complete Phases 7B, 8B, 8C AND 8D		
		Master	Sudivision	Total
1	Water Management and Control	\$430,200	\$2,139,600	\$2,569,800
2	Roads	\$1,020,600	\$970,700	\$1,991,300
3	Water Supply	\$115,500	\$372,300	\$487,800
4	Sewer and Wastewater Management	\$88,400	\$763,500	\$851,900
5	Undergrounding of Electrical Power	\$40,000	\$239,400	\$279,400
6	Amenity/Trails	\$350,000		\$350,000
7	Landscape/Hardscape/Irrigation	\$650,000		\$650,000
8	Professional Services/Permit/Capacity Fees	\$70,000	\$642,000	\$712,000
	Total	\$2,764,700	\$5,127,500	\$7,892,200

**UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT
(Assessment Area Two)**

**THIRD SUPPLEMENTAL
SPECIAL ASSESSMENT METHODOLOGY REPORT
FOR THE AMENDMENT AND REPLACEMENT OF
\$5,085,000 CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS,
SERIES 2019A-2
INTO
\$4,660,000 CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS,
SERIES 2019A-2**



February 21, 2020

Prepared by
DPFG Management & Consulting LLC
250 International Parkway | Suite 280
Lake Mary, FL

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
THIRD SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

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A. PURPOSE OF THIS REPORT

This Third Supplemental Special Assessment Methodology Report (the “**Report**”) describes and explains the Series 2019A-2 Assessments related to Assessment Area Two, (the “**Series 2019A-2 Assessments**”) assigned and pledged in connection with the Union Park East Community Development District's (the “**District**”) replacement of the original \$5,085,000 Capital Improvement Revenue and Refunding Bonds, Series 2019A-2 (the “**Original Series 2019A-2 Bonds**”).

B. MASTER ASSESSMENT ALLOCATION

This Report supplements the District’s Master Assessment Methodology Report, dated January 3, 2017 (the “**Master Methodology Report**”), and amends the Second Supplemental Special Assessment Methodology Report for the Issuance of the Original Series 2019A-2 Bonds, dated April 23, 2019 (the “**Second Supplemental Methodology Report**”). The District has previously conducted assessment proceedings and levied a master special assessment lien over all real property within the District in accordance with the Master Methodology Report, with the understanding that such lien would become "activated" in conjunction with any bonds issued by the District in the future and in connection with the financing of the District’s capital improvement plan and upon adoption of a supplemental assessment methodology report. Accordingly, this Report is intended to supplement the Master Methodology Report, which remains in full force and effect. In addition, this Report amends the Second Supplemental Methodology Report in terms of the allocation of special assessment to certain lots within Assessment Area Two. Except as expressly amended by this Report, all provisions of the Second Supplemental Methodology Report shall remain unaffected and in full force and effect. This Report and the Master Methodology Report shall be construed to the maximum extent possible to give full force and effect to the provisions of each report. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Master Methodology Report or Second Supplemental Methodology Report, as applicable.

C. PRIOR BONDS AND ASSESSMENTS

In June 2017, the District issued its \$6,010,000 Capital Improvement Revenue Bonds, Series 2017A-1 (Assessment Area One) (the “**Series 2017A-1 Bonds**”), its \$6,000,000 Capital Improvement Revenue Bonds, Series 2017A-2 (Assessment Area One) (the “**Series 2017A-2 Bonds**”), and its \$4,325,000 Capital Improvement Revenue Bonds, Series 2017A-3 (Assessment Area Two) (the “**Series 2017A-3 Bonds**”) (collectively, the “**Series 2017 Bonds**”). The Series 2017 Bonds are to be repaid from special assessments assigned on only those units planned within each respective 2017 Assessment Area.

Specifically, the District pledged to repay the Series 2017 Bonds with Series 2017A-1 Assessments, Series 2017A-2 Assessments and Series 2017A-3 Assessments, respectively (collectively the “**Series 2017 Assessments**”) in order to fund a portion of the District’s overall capital improvement plan, as described in the Report of the District Engineer, dated May 19, 2017 necessary to service the first construction phase, which was contemplated to be comprised of 478 lots¹ in Assessment Area One (comprised of Phases 6A, 6B, 6C, 6D&E, 7A, 7C, 7D&E, 8A and 8A-1) in the production lots section of the Development and a portion of the second construction phase, which was contemplated to be comprised of 370 lots² in Assessment Area Two (comprised of Phases 7B, 8B, 8C and 8D).

In April 2019, the District issued its Original Series 2019A-2 Bonds for the primary purpose of funding portions of the costs to complete the construction of public infrastructure necessary for development of Phases 7B, 8B, 8C, and 8D comprising a total of 342 lots of Assessment Area Two³, redeem the outstanding Series 2017A-3 Bonds, and refinance the portion of the Series 2017 Project affiliated with the Series 2017A-3 Bonds.

At the time of issuance of the Series 2019A-2 Bonds, the Developer anticipated prepaying a portion of the Series 2019A-2 Assessments, securing the Series 2019A-2 Bonds, upon sale of lots to homebuilders (the “**Paydown**”). The Developer was not obligated to make any Paydown. However, the Developer anticipated making prepayments comprising the total amount of \$5,085,000. The anticipated Paydown portion was bundled into one large maturity consisting of the Series 2019A-2 Bonds maturing in November 1, 2032, the principal of which was to be paid in full on such maturity date.

D. PURPOSE AND TERMS OF THE REPLACEMENT SERIES 2019A-2 BONDS AND SERIES 2019A-2 ASSESSMENTS

At this time, the original landowner of Assessment Area Two has decided that it will not prepay the Series 2019A-2 Assessments as anticipated, and therefore such Series 2019A-2 Assessments will be allocated to lots within Assessment Area Two in amounts as described herein. Instead of a Paydown upon sale of lots to homebuilders, the Series 2019A-2 Assessments are now to be repaid in approximately thirty annual installments and assigned on a first platted first assessed basis. In order to coordinate the collection of the Series 2019A-2 Assessments with payment on the Series 2019A-2 Bonds, it is necessary to restructure the Series 2019A-2 Bonds as one thirty-year amortizing term bond. With a maturity date revised from November 1, 2032 to May 1, 2049, such restructured bond replaces the Original Series 2019A-2 Bonds. As of May 1, 2020, the replacement

¹ Now planned for 503 lots.

² Now planned for 342 lots.

³ Refer to the Report of the District Engineer, dated April 9, 2019, for a description of the public infrastructure.

Series 2019A-2 Bonds will be outstanding in the principal amount of \$4,660,000 secured by and payable from Series 2019A-2 Assessments assigned, or anticipated to attach, to 312 lots within Assessment Area Two. Out of the original 342 lots planned in Assessment Area Two, the developer fully prepaid the Series 2019A-2 Assessment obligation upon lot closing with a homebuilder for a total of 30 lots to date.

E. REVISED SERIES 2019A-2 ASSESSMENTS AND ASSESSABLE PROPERTY

Less the 30 lots that prepaid their assessment obligation earlier, the Series 2019A-2 Assessments are assigned to the same benefitted and assessable lots within Assessments Area Two currently encumbered by the original Series 2019A-2 Assessments. The table below sets forth the remaining assessable property.

Table 1. 2019A-2 Assessable Property

Lot Type	Planned Lots in Assessment Area Two	Prepaid Lots	Remaining Assessable Property
TH	102	0	102
40	103	14	89
50	103	16	87
60	34	0	34
Total	342	30	312

Assessment Area Two is comprised of Phases 7B, 8B, 8C and 8D. At this time, Phase 8D is platted and subdivided into 20 fifty-foot wide lots and 52 forty-foot wide lots for a total of 72 lots.

In order to match the revised maturity dates of the Series 2019A-2 Bonds, the original Series 2019A-2 Assessments assigned to the remaining Assessable Property are revised to ensure repayment of the replaced Series 2019A-2 Bonds. The revised annual Series 2019A-2 Assessments are equivalent to the maximum annual debt service of the replacement Series 2019A-2 Bonds. Since the Series 2019A-2 Bonds principal amount per lot remains unchanged, the replacement Series 2019A-2 Bonds include an allowance to account for funds on deposit in the trust accounts due to timing and mix of the prepaid lots as set forth in the table below.

Table 2. Revised 2019A-2 Assessments

Lot Type	Remaining Assessable Property	Original Par per Lot	Outstanding Par	MADS	MADS per Lot
TH	102	\$9,161	\$934,463	\$63,288	\$620
40	89	\$14,679	\$1,306,447	\$88,481	\$994
50	87	\$18,349	\$1,596,361	\$108,116	\$1,243
60	34	\$22,019	\$748,638	\$50,703	\$1,491

Total	312		\$4,585,908	\$310,588	
Allowance ⁴			\$74,092	\$5,018	
Grand Total			\$4,660,000	\$315,606	

Prior to the 2019A-2 Assessable Property becoming Developed Property, the Series 2019A-2 Assessments will be allocated to the 2019A-2 Assessable Property on an equal acreage basis. Upon recordation of a plat map and completion of Lot development, the Series 2019A-2 Assessments will be allocated to each Lot based on its assigned ERU as described herein. Each fiscal year, the District will collect the Series 2019A-2 Assessments on all 2019A-2 Assessable Property, apportioned proportionately to the 2019A-2 Assessable Property until the aggregate amount of the Series 2019A-2 Assessments has satisfied all of the debt service requirements for the replacement Series 2019A-2 Bonds.

F. ASSESSMENT REALLOCATION AND TRUE-UP

As of this date, the Developer (defined below) has informed the District that it plans to construct the remaining 312 lots in connection with the Series 2019 Area Two Project, which represents a total of 246.94 ERUs, within Assessment Area Two. As development occurs, it is possible that the number of lots and lot mix may change. In order to ensure that the Series 2019A-2 Assessment allocation is maintained in accordance with the methodology specified by this report, a true-up analysis may be necessary (“**True-Up Analysis**”) consistent with the True-Up Agreement, dated April 30, 2019 (“**True-Up Agreement**”).

This True-Up Analysis is utilized to ensure that the principal amount of the Series 2019A-2 Assessments on a per lot and per acre basis never exceeds the initially allocated amount as contemplated in the assessment methodology described herein. In accordance with the True-Up Agreement, prior to the time a parcel within the District is platted and developed, or ownership is transferred by the Developer to any other entity or person with a specific number of assessable units allocated thereto, the True-Up Analysis will be conducted in accordance with the assessment methodology set forth herein and in the True-Up Agreement. As the lands within the District are developed, the allocation of the amounts assessed to and constituting a lien upon the 2019A-2 Assessable Property will be calculated based upon certain density assumptions, which assumptions were provided by the Developer.

At such time as acreage is contained within a proposed plat, or a deed or assignment agreement between the Developer and a transferee that specifies the residential Lots or entitlements thereto being transferred to such transferee (“**Entitlement Transfer Document**”), the Developer agrees that such proposed plat or Entitlement Transfer Document shall be presented to the District in

⁴ It is anticipated that the allowance will be spent in the future to reduce the principal amount.

accordance with the terms of the True-Up Agreement. The District will allocate the Series 2019A-2 Assessments to the 2019A-2 Assessable Property reflected in such plat or Entitlement Transfer Document in accordance with the applicable land use classifications, and the remaining 2019A-2 Assessable Property within the District, and such reallocation will be recorded in the District's lien book. This True-Up Analysis will ensure that Series 2019A-2 Bond debt does not accumulate disproportionately on Undeveloped Property within the District. In the event that the density assumptions upon which this report is based change over time as determined by any True-Up Analysis such that fewer ERUs are being developed within the District than are contemplated by this report, the True-Up Analysis will determine the amount required to be paid by the Developer to the District in order to satisfy, in whole or in part, the Series 2019A-2 Assessments and ensure that the Series 2019A-2 Assessments continue to be allocated ratably against the actual density within the District in accordance with the methodology set forth in this report (the "**True-Up Obligation**"). The True-Up Agreement shall further set forth the terms associated with the Developer's satisfaction of the True-Up Obligation.

G. ALLOCATION OF BENEFITS OF ASSESSMENTS

Assessment Standard

Under Florida law, a valid special assessment that is made pursuant to District legislative authority requires that the property assessed must (1) derive a direct and special benefit from the improvement or service provided and (2) that the assessment must be fairly and reasonably apportioned among properties that receive the special benefits.

Section 170.02, Florida Statutes, states "Special assessments against property deemed to be benefited by local improvements, as provided for in sec. 170.01, shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe."

The ERU allocation approach is a generally recognized and commonly approved method of proportionally spreading assessments over benefited properties for special assessments levied by community development districts. Although the general public outside the District will benefit from the Series 2019 Area Two Project, such benefits are incidental. The facilities in the Series 2019 Area Two Project meet the needs of the developed property within the District, as well as provide benefit to all residential property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the boundaries, and direct and cumulative benefits accrue mainly to residents.

Assessment Methodology

This benefit and allocation approach is based on the principle that dwelling units on a similar size lot will receive a relatively equal and direct benefit from the Series 2019 Area Two Project. The direct benefits from these improvements include increased use, enjoyment and increased property values to all residential properties that benefit from each public improvement system and function.

An assessment methodology based on ERUs provides a way to quantify the benefit that different lot sizes and land use types receive from public improvements in terms of their equivalence to a single-family residential dwelling unit on a fifty-foot wide lot, which is defined as 1.0 ERU. Under the ERU model, the District allocates assessments on platted property proportionately based on lot size as indicated on the subject recorded plat map. Assessments on undeveloped property (e.g., property without recorded subdivision plat map) in each Assessment Area are allocated proportionately based on acreage basis.

These Special Benefits and Allocation of Assessments

In the present case, the financing program will enable the District to provide public improvements to various phases of development within the District. Such improvements will provide direct benefit for the utilization of this property, will substantially enhance the use and enjoyment of the benefited residential properties, and will increase the value and marketability of the benefited residential properties. These benefits flow proportionately over all benefited properties. The District will apply the assessment methodology to the financing program relating to the Series 2019 Area Two Project. In Assessment Area Two, a ranking and finding of 1.0 ERU per residential unit on a fifty-foot lot applies, and for all other lots an ERU value will be assigned based on the lot size in proportion to a fifty-foot-wide lot, which is defined as 1.0 ERU.

Exemptions and non-Benefitted Property

No Special Assessment shall be assigned or attached to public property, property owner association Property, or community amenities and facilities. These properties are treated as ancillary uses as a whole, because they will serve and benefit the primary residential development. According to Section 193.0235, Florida Statutes, (Ad valorem taxes and non-ad valorem assessments against subdivision property), special assessments may not be assessed separately against common elements utilized exclusively for the benefit of lot owners within the subdivision, regardless of ownership. Common elements include the following:

- a. Subdivision property not included within lots constituting inventory for the developer which are intended to be conveyed or have been conveyed into private ownership.
- b. An easement through the subdivision property, not including the property described in paragraph (a), which has been dedicated to the public or retained for the benefit of the subdivision.

- c. Any other part of the subdivision which has been designated on the plat or is required to be designated on the site plan as a drainage pond, or detention or retention pond, for the exclusive benefit of the subdivision.
- d. Property located within the same county as the subdivision and used for at least 10 years exclusively for the benefit of lot owners within the subdivision.

H. PRELIMINARY ASSESSMENT ROLL AND COLLECTION

A Preliminary Assessment Roll is attached in the Appendix. The District expects to place the Series 2019A-2 Assessments for the Series 2019A-2 Bonds on the Pasco County tax roll for collection upon the platting of lots.

I. CONCLUSION

The replacement Series 2019A-2 Assessments will be levied over all 2019A-2 Assessable Property on a fair and equitable basis as described herein. Consistent with the prior assessment resolutions and proceedings, the 2019A-2 Assessable Property will receive benefits in excess of the allocated Series 2019A-2 Assessments. Accordingly, this replacement of Series 2019A-2 Bonds is an appropriate transaction.

J. PRELIMINARY ASSESSMENT ROLL ASSESSMENT AREA TWO***Developed Property***

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
1	8D	1	27	50	0	\$0.00	\$0.00
2	8D	2	27	50	0	\$0.00	\$0.00
3	8D	3	27	50	0	\$0.00	\$0.00
4	8D	4	27	50	0	\$0.00	\$0.00
5	8D	5	27	50	0	\$0.00	\$0.00
6	8D	6	27	50	0	\$0.00	\$0.00
7	8D	7	27	50	0	\$0.00	\$0.00
8	8D	8	27	50	0	\$0.00	\$0.00
9	8D	9	27	50	0	\$0.00	\$0.00
10	8D	10	27	50	0	\$0.00	\$0.00
11	8D	11	27	50	0	\$0.00	\$0.00
12	8D	12	27	50	1	\$1,242.71	\$18,348.97
13	8D	13	27	50	0	\$0.00	\$0.00
14	8D	14	27	50	1	\$1,242.71	\$18,348.97
15	8D	1	28	50	1	\$1,242.71	\$18,348.97

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
16	8D	2	28	50	1	\$1,242.71	\$18,348.97
17	8D	3	28	50	0	\$0.00	\$0.00
18	8D	4	28	50	0	\$0.00	\$0.00
19	8D	5	28	50	0	\$0.00	\$0.00
20	8D	6	28	50	0	\$0.00	\$0.00
21	8D	1	29	40	1	\$994.17	\$14,679.18
22	8D	2	29	40	1	\$994.17	\$14,679.18
23	8D	3	29	40	1	\$994.17	\$14,679.18
24	8D	4	29	40	1	\$994.17	\$14,679.18
25	8D	5	29	40	1	\$994.17	\$14,679.18
26	8D	6	29	40	1	\$994.17	\$14,679.18
27	8D	7	29	40	1	\$994.17	\$14,679.18
28	8D	8	29	40	1	\$994.17	\$14,679.18
29	8D	9	29	40	1	\$994.17	\$14,679.18
30	8D	10	29	40	1	\$994.17	\$14,679.18
31	8D	11	29	40	0	\$0.00	\$0.00

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
32	8D	12	29	40	0	\$0.00	\$0.00
33	8D	13	29	40	0	\$0.00	\$0.00
34	8D	14	29	40	0	\$0.00	\$0.00
35	8D	15	29	40	0	\$0.00	\$0.00
36	8D	16	29	40	0	\$0.00	\$0.00
37	8D	17	29	40	1	\$994.17	\$14,679.18
38	8D	18	29	40	1	\$994.17	\$14,679.18
39	8D	19	29	40	1	\$994.17	\$14,679.18
40	8D	20	29	40	1	\$994.17	\$14,679.18
41	8D	21	29	40	1	\$994.17	\$14,679.18
42	8D	22	29	40	1	\$994.17	\$14,679.18
43	8D	23	29	40	1	\$994.17	\$14,679.18
44	8D	24	29	40	1	\$994.17	\$14,679.18
45	8D	1	30	40	0	\$0.00	\$0.00
46	8D	2	30	40	0	\$0.00	\$0.00
47	8D	3	30	40	0	\$0.00	\$0.00

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
48	8D	4	30	40	0	\$0.00	\$0.00
49	8D	5	30	40	0	\$0.00	\$0.00
50	8D	6	30	40	0	\$0.00	\$0.00
51	8D	7	30	40	0	\$0.00	\$0.00
52	8D	8	30	40	0	\$0.00	\$0.00
53	8D	9	30	40	1	\$994.17	\$14,679.18
54	8D	10	30	40	1	\$994.17	\$14,679.18
55	8D	11	30	40	1	\$994.17	\$14,679.18
56	8D	12	30	40	1	\$994.17	\$14,679.18
57	8D	13	30	40	1	\$994.17	\$14,679.18
58	8D	14	30	40	1	\$994.17	\$14,679.18
59	8D	15	30	40	1	\$994.17	\$14,679.18
60	8D	16	30	40	1	\$994.17	\$14,679.18
61	8D	17	30	40	1	\$994.17	\$14,679.18
62	8D	18	30	40	1	\$994.17	\$14,679.18
63	8D	19	30	40	1	\$994.17	\$14,679.18

#	Phase	Lot	Block	Lot Type	Prior Paydown (0 Yes/1 No)	MADS	Par
64	8D	20	30	40	1	\$994.17	\$14,679.18
65	8D	21	30	40	1	\$994.17	\$14,679.18
66	8D	22	30	40	1	\$994.17	\$14,679.18
67	8D	23	30	40	1	\$994.17	\$14,679.18
68	8D	24	30	40	1	\$994.17	\$14,679.18
69	8D	25	30	40	1	\$994.17	\$14,679.18
70	8D	26	30	40	1	\$994.17	\$14,679.18
71	8D	27	30	40	1	\$994.17	\$14,679.18
72	8D	28	30	40	1	\$994.17	\$14,679.18
Total						\$42,749.38	\$631,204.62

Undeveloped Property

Description	MADS	Par Outstanding
Total	\$315,606	\$4,660,000
Assigned to platted lots, unsold lots in Phase 8D	\$42,749	\$631,205
Remaining assigned to undeveloped property	\$272,857	\$4,028,795
Undeveloped acreage (Total acres less Phase 8D acres) ⁵	131.14	131.14
Series 2019A-2 Assessment per undeveloped acre	\$2,080.65	\$30,721.33
Original Series 2019A-2 Assessment Assigned to Undeveloped Acreage ⁶	\$33,318	

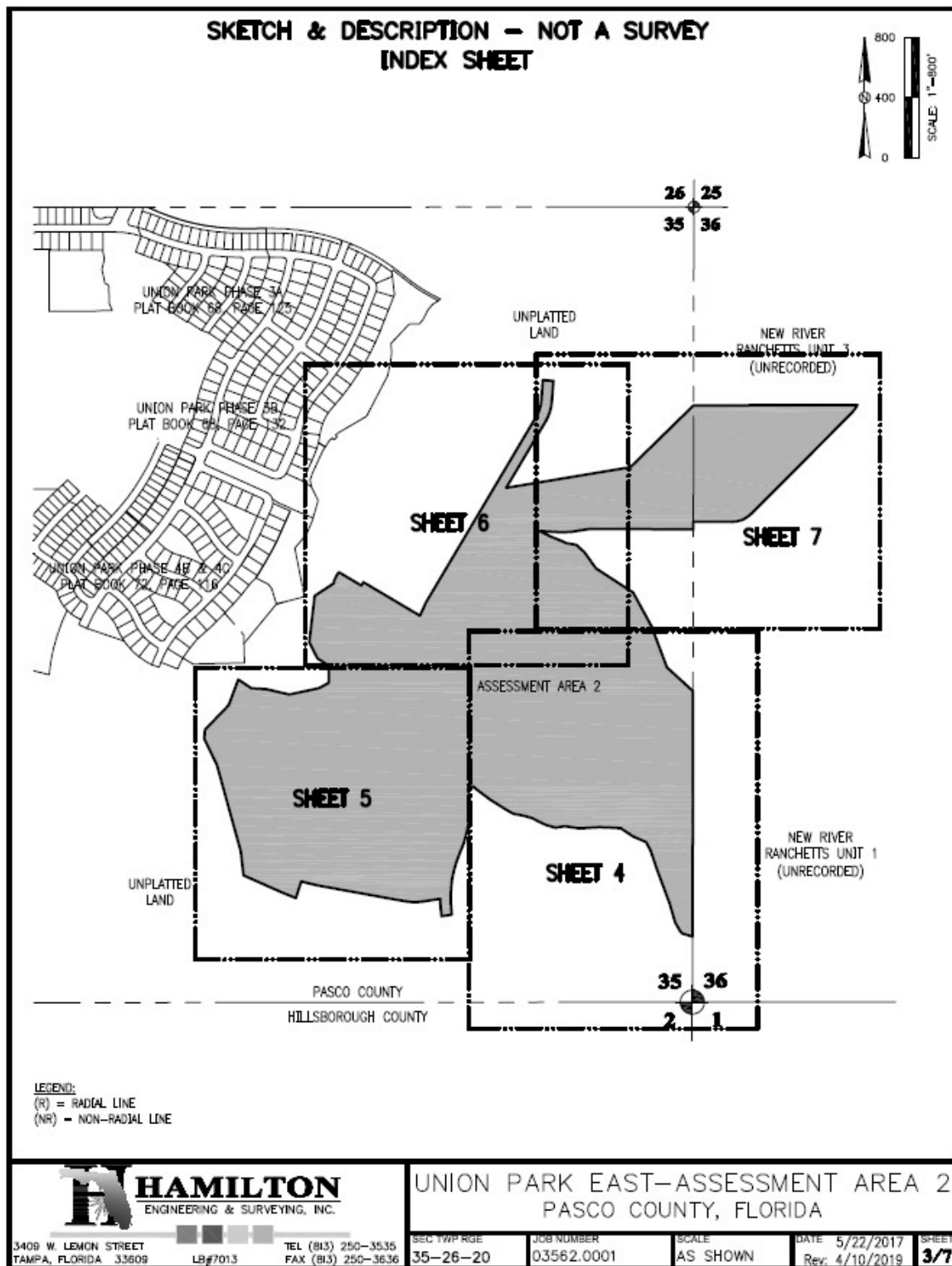
Since the Series 2019A-2 Assessment for the replacement Series 2019A-2 Bonds (\$30,721) is lower than the original Series 2019A-2 Assessment per undeveloped acre (33,318), no True-Up payment is required.

⁵ Total area of Assessment Area Two is 152.62 acres less 21.48 acres area platted and subdivided as Phase 8D equals 131.14 acres of undeveloped land within Assessment Area Two.

⁶ Refer to the Second Supplemental Methodology Report for details.

K. DESCRIPTION AND SKETCH

Figure 1 – Assessment Area Two



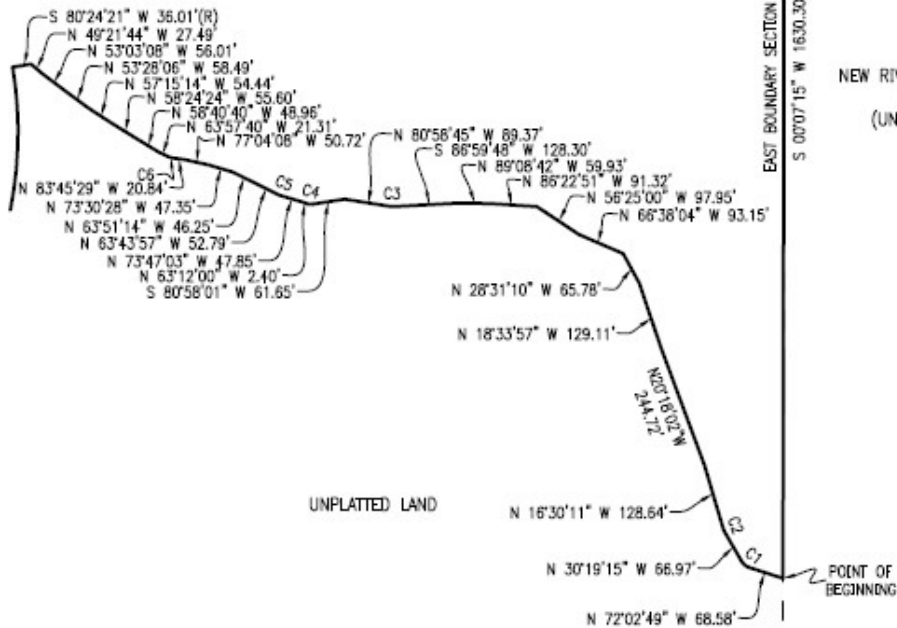
SKETCH & DESCRIPTION - NOT A SURVEY

SEE SHEET 7

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	25.00'	N 51°11'02" W	17.81'	18.21'	41°43'35"
C2	25.00'	N 23°24'43" W	6.01'	6.03'	13°49'04"
C3	25.00'	S 86°59'29" E	5.24'	5.25'	12°01'27"
C4	25.00'	N 81°07'00" W	15.38'	15.64'	35°49'58"
C5	25.00'	N 68°45'30" W	4.38'	4.39'	10°03'05"
C6	25.00'	N 73°51'35" W	8.60'	8.64'	19°47'49"

ASSESSMENT AREA 2
152.62 ± ACRES

SEE SHEET 5



LEGEND:
(R) = RADIAL LINE
(NR) = NON-RADIAL LINE

PASCO COUNTY
SOUTH BOUNDARY SECTION 35
HILLSBOROUGH COUNTY

UNPLATTED LAND



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
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LB#7013

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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC 199P RISE
35-26-20

JOB NUMBER
03562.0001

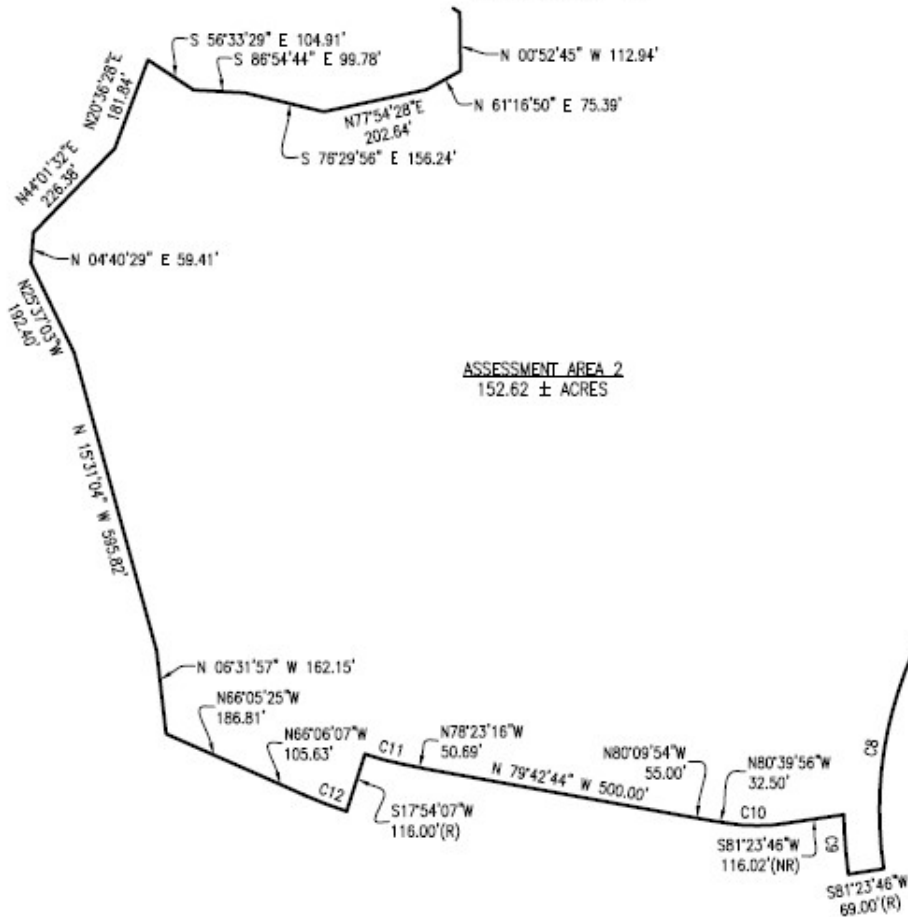
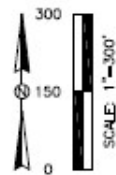
SCALE
AS SHOWN

DATE 5/22/2017
Rev: 4/10/2019

SHEET
4/7

SKETCH & DESCRIPTION - NOT A SURVEY

SEE SHEET 6



UNPLATTED LAND

CURVE TABLE

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C7	757.20'	S 07°02'09" W	433.41'	439.55'	33°15'36"
C8	750.00'	S 07°31'51" W	416.85'	422.41'	32°16'10"
C9	819.00'	N 04°34'04" W	115.29'	115.38'	8°04'19"
C10	350.00'	N 89°38'05" W	109.13'	109.58'	17°56'17"
C11	538.34'	N 75°14'34" W	75.09'	75.15'	7°59'55"
C12	800.41'	N 68°59'18" W	86.84'	86.88'	6°13'09"

LEGEND:

(R) = RADIAL LINE
(NR) = NON-RADIAL LINE



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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC 1/4P RGE
35-26-20

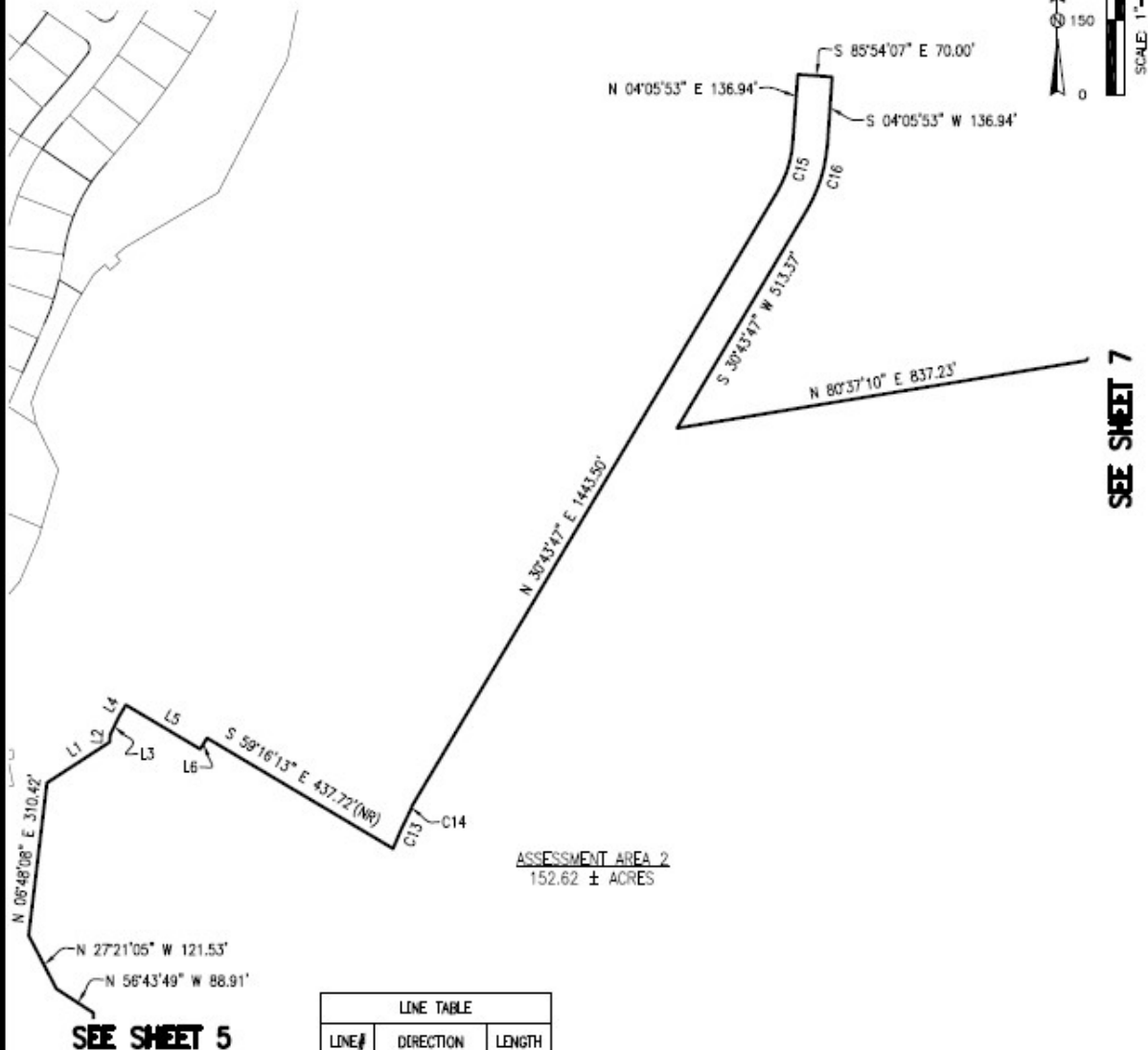
JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev. 4/10/2019

SHEET
5/7

SKETCH & DESCRIPTION - NOT A SURVEY



LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 57°04'05" E	151.50'
L2	N 04°04'29" E	14.96'
L3	N 25°24'33" E	39.78'
L4	N 30°43'47" E	28.08'
L5	S 59°16'13" E	175.00'
L6	N 30°43'47" E	26.35'

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C13	869.00'	N 24°24'01" E	87.04'	87.08'	5°44'28"
C14	25.00'	N 18°36'12" E	7.54'	7.56'	17°20'07"
C15	231.00'	S 17°24'50" W	106.41'	107.37'	26°37'54"
C16	301.00'	S 17°24'50" W	138.65'	139.91'	26°37'54"

LEGEND:
(R) = RADIAL LINE
(NR) = NON-RADIAL LINE

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TAMPA, FLORIDA 33609

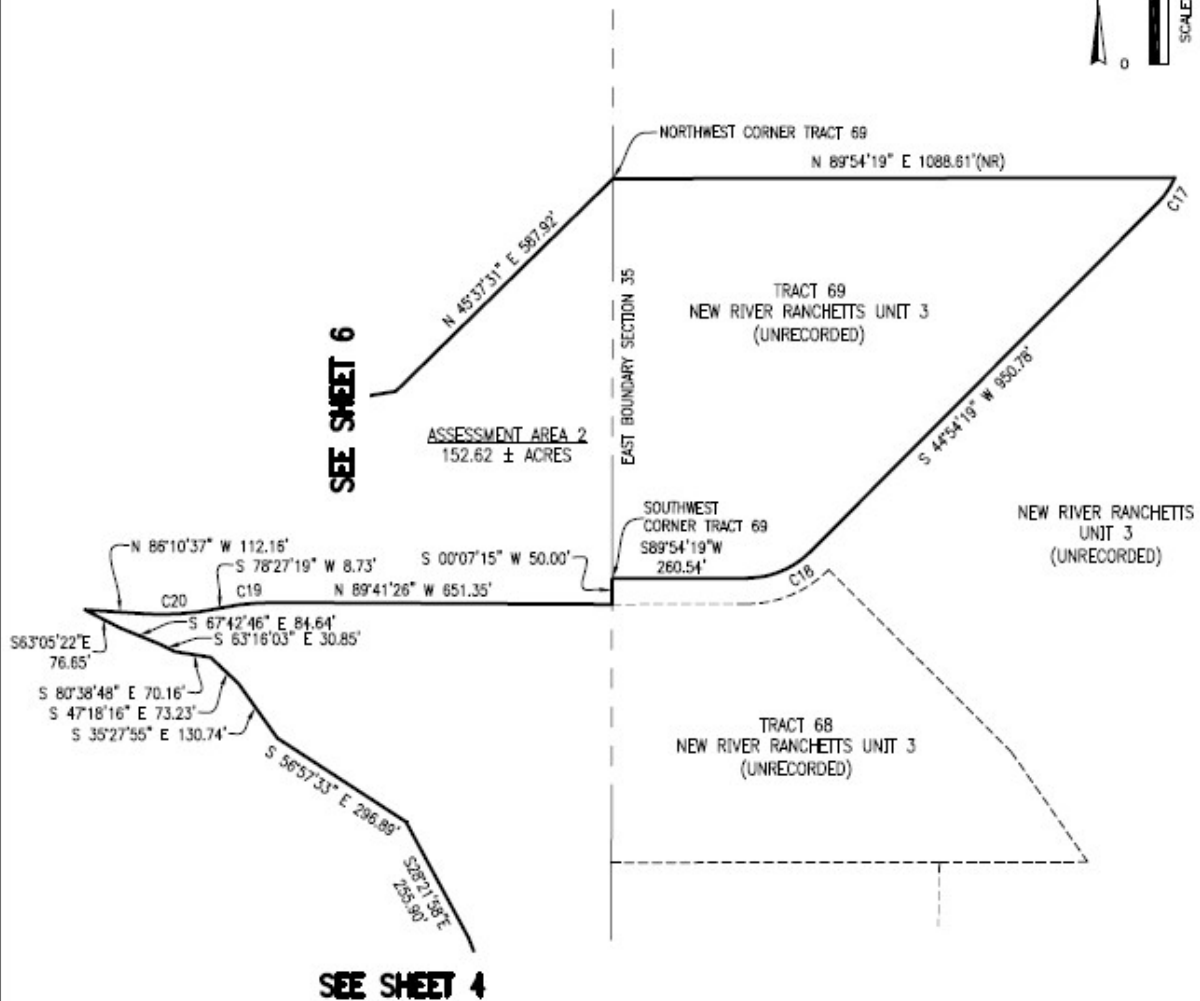
LB#7013

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FAX (813) 250-3636

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE 35-26-20	JOB NUMBER 03562.0001	SCALE AS SHOWN	DATE 5/22/2017 Rev: 4/10/2019	SHEET 6/7
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SKETCH & DESCRIPTION - NOT A SURVEY



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C17	175.00'	S 34°52'41" W	60.94'	61.25'	20°03'14"
C18	175.00'	S 67°24'19" W	133.94'	137.44'	45°00'00"
C19	500.00'	S 84°22'57" W	103.26'	103.45'	11°51'15"
C20	550.00'	S 86°08'21" W	147.08'	147.52'	15°22'04"

LEGEND:
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(NR) = NON-RADIAL LINE

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LB#7013

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UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE	JOB NUMBER	SCALE	DATE	SHEET
35-26-20	03562.0001	AS SHOWN	5/22/2017 Rev: 4/10/2019	7/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 35 AND PROCEED N 00° 07' 13" E, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 434.83 FEET TO THE POINT OF BEGINNING; THENCE N 72° 02' 49" W, LEAVING SAID BOUNDARY, A DISTANCE OF 68.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 51° 11' 02" W, A DISTANCE OF 17.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 18.21 FEET TO A POINT OF TANGENCY; THENCE N 30° 19' 15" W, A DISTANCE OF 66.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 23° 24' 43" W, A DISTANCE OF 6.01 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 6.03 FEET TO A POINT OF TANGENCY; THENCE N 16° 30' 11" W, A DISTANCE OF 128.64 FEET; THENCE N 20° 18' 02" W, A DISTANCE OF 244.72 FEET; THENCE N 18° 33' 57" W, A DISTANCE OF 129.11 FEET; THENCE N 28° 31' 10" W, A DISTANCE OF 65.78 FEET; THENCE N 66° 38' 04" W, A DISTANCE OF 93.15 FEET; THENCE N 56° 25' 00" W, A DISTANCE OF 97.95 FEET; THENCE N 86° 22' 51" W, A DISTANCE OF 91.32 FEET; THENCE N 89° 08' 42" W, A DISTANCE OF 59.93 FEET; THENCE S 86° 59' 48" W, A DISTANCE OF 128.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 86° 59' 29" W, A DISTANCE OF 5.24 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 5.25 FEET TO A POINT OF TANGENCY; THENCE N 80° 58' 45" W, A DISTANCE OF 89.37 FEET; THENCE S 80° 58' 01" W, A DISTANCE OF 61.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 81° 07' 00" W, A DISTANCE OF 15.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 15.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 12' 00" W, A DISTANCE OF 2.40 FEET; THENCE N 73° 47' 03" W, A DISTANCE OF 47.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 68° 45' 30" W, A DISTANCE OF 4.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4.39 FEET TO A POINT OF TANGENCY; THENCE N 63° 43' 57" W, A DISTANCE OF 52.79 FEET; THENCE N 63° 51' 14" W, A DISTANCE OF 46.25 FEET; THENCE N 73° 30' 28" W, A DISTANCE OF 47.35 FEET; THENCE N 77° 04' 08" W, A DISTANCE OF 50.72 FEET; THENCE N 83° 45' 29" W, A DISTANCE OF 20.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 73° 51' 35" W, A DISTANCE OF 8.60 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 8.64 FEET TO A POINT OF TANGENCY; THENCE N 63° 57' 40" W, A DISTANCE OF 21.31 FEET; THENCE N 58° 40' 40" W, A DISTANCE OF 48.96 FEET; THENCE N 58° 24' 24" W, A DISTANCE OF 55.60 FEET; THENCE N 57° 15' 14" W, A DISTANCE OF 54.44 FEET; THENCE N 53° 28' 06" W, A DISTANCE OF 58.49 FEET; THENCE N 53° 03' 08" W, A DISTANCE OF 56.01 FEET; THENCE N 49° 21' 44" W, A DISTANCE OF 27.49 FEET; THENCE S 80° 24' 21" W, A DISTANCE OF 36.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 757.20 FEET AND A CHORD WHICH BEARS S 07° 02' 09" W, A DISTANCE OF 433.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 439.55 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 750.00 FEET AND A CHORD WHICH BEARS S 07° 31' 51" W, A DISTANCE OF 416.85 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 422.41 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, ALONG A RADIAL LINE, A DISTANCE OF 69.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 819.00 FEET AND A CHORD WHICH BEARS N 04° 34' 04" W, A DISTANCE OF 115.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 115.38 FEET TO THE END OF SAID CURVE; THENCE S 81° 23' 46" W, A DISTANCE OF 116.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD WHICH BEARS N 89° 38' 05" W, A DISTANCE OF 109.13 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 109.58 FEET TO A POINT OF TANGENCY; THENCE N 80° 39' 56" W, A DISTANCE OF 32.50 FEET; THENCE N 80° 09' 54" W, A DISTANCE OF 55.00 FEET; THENCE N 79° 42' 44" W, A DISTANCE OF 500.00 FEET; THENCE N 78° 23' 16" W, A DISTANCE OF 50.69 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 538.34 FEET AND A CHORD WHICH BEARS N 75° 14' 34" W, A DISTANCE OF 75.09 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 75.15 FEET TO THE END OF SAID CURVE; THENCE S 17° 54' 07" W, ALONG A RADIAL LINE, A DISTANCE OF 116.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 800.41 FEET AND A CHORD WHICH BEARS N 68° 59' 18" W, A DISTANCE OF 86.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 86.88 FEET TO THE END OF SAID CURVE; THENCE N 66° 06' 07" W, A DISTANCE OF 105.63 FEET; THENCE N 66° 05' 25" W, A DISTANCE OF 186.81 FEET; THENCE N 06° 31' 57" W, A DISTANCE OF 162.15 FEET; THENCE N 15° 31' 04" W, A DISTANCE OF 595.82 FEET; THENCE N 25° 37' 03" W, A DISTANCE OF 192.40 FEET; THENCE N 04° 40' 29" E, A DISTANCE OF 59.41 FEET; THENCE N 44° 01' 32" E, A DISTANCE OF 226.38 FEET; THENCE N 20° 36' 28" E, A DISTANCE OF 181.84 FEET; THENCE S 56° 33' 29" E, A DISTANCE OF 104.91 FEET; THENCE S 86° 54' 44" E, A DISTANCE OF 99.78 FEET; THENCE S 76° 29' 56" E, A DISTANCE OF 156.24 FEET; THENCE N 77° 54' 28" E, A DISTANCE OF 202.64 FEET; THENCE N 61° 16' 50" E, A DISTANCE OF 75.39 FEET; THENCE N 00° 52' 45" W, A DISTANCE OF 112.94 FEET; THENCE N 56° 43' 49" W, A DISTANCE OF 88.91 FEET; THENCE N 27° 21' 05" W, A DISTANCE OF 121.53 FEET; THENCE N 06° 48' 08" E, A DISTANCE OF 310.42 FEET; THENCE N 57° 04' 05" E, A DISTANCE OF 151.50 FEET; THENCE N 04° 04' 29" E, A DISTANCE OF 14.96 FEET; THENCE N 25° 24' 33" E, A DISTANCE OF 39.78 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 28.08 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 175.00 FEET; THENCE N 30° 43' 47" E, A DISTANCE OF 26.35 FEET; THENCE S 59° 16' 13" E, A DISTANCE OF 437.72 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 869.00 FEET AND A CHORD WHICH BEARS N 24° 24' 01" E, A DISTANCE OF 87.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 87.08 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N 18° 36' 12" E, A DISTANCE OF 7.54 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.56 FEET TO THE END OF SAID CURVE; THENCE N 30° 43' 47" E, A DISTANCE OF 1443.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 231.00 FEET AND A CHORD WHICH BEARS N 17° 24' 50" E, A DISTANCE OF 106.41 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 107.37 FEET TO A POINT OF TANGENCY; THENCE N 04° 05' 53" E, A DISTANCE OF 136.94 FEET; THENCE S 85° 54' 07" E, A DISTANCE OF 70.00 FEET; THENCE S 04° 05' 53" W, A DISTANCE OF 136.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 301.00 FEET AND A CHORD WHICH BEARS S 17° 24' 50" W, A DISTANCE OF 138.65 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 139.91 FEET TO A POINT OF TANGENCY; THENCE S 30° 43' 47" W, A DISTANCE OF 513.37 FEET; THENCE N 80° 37' 10" E, A DISTANCE OF 837.23 FEET;

CONTINUED ON SHEET 2



HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609

LB#7013

TEL (813) 250-3535
FAX (813) 250-3636

UNION PARK EAST-ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE
35-26-20

JOB NUMBER
03562.0001

SCALE
AS SHOWN

DATE 5/22/2017
Rev: 4/10/2019

SHEET
1/7

SKETCH & DESCRIPTION – NOT A SURVEY

LEGAL DESCRIPTION: (CONTINUED)

THENCE N 45° 37' 31" E, A DISTANCE OF 587.92 FEET A POINT ON THE EAST BOUNDARY OF SAID SECTION 35 AND THE NORTHWEST CORNER OF TRACT 69 OF THE UNRECORDED PLAT OF NEW RIVER RANCHETTS UNIT 3; THENCE ALONG THE BOUNDARIES OF SAID TRACT 69 THE FOLLOWING FIVE (5) COURSES; (1) N 89° 54' 19" E, A DISTANCE OF 1088.61 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 34° 52' 41" W, A DISTANCE OF 80.94 FEET; (2) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 61.25 FEET TO A POINT OF TANGENCY; (3) THENCE S 44° 54' 19" W, A DISTANCE OF 950.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS S 67° 24' 19" W, A DISTANCE OF 133.94 FEET; (4) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 137.44 FEET TO A POINT OF TANGENCY; (5) THENCE S 89° 54' 19" W, A DISTANCE OF 260.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 69 AND THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE N 89° 41' 26" W, LEAVING SAID BOUNDARY, A DISTANCE OF 651.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET AND A CHORD WHICH BEARS S 84° 22' 57" W, A DISTANCE OF 103.26 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 103.45 FEET TO A POINT OF TANGENCY; THENCE S 78° 27' 19" W, A DISTANCE OF 8.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.00 FEET AND A CHORD WHICH BEARS S 86° 08' 21" W, A DISTANCE OF 147.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 147.52 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 37" W, A DISTANCE OF 112.16 FEET; THENCE S 63° 05' 22" E, A DISTANCE OF 76.65 FEET; THENCE S 67° 42' 46" E, A DISTANCE OF 84.64 FEET; THENCE S 63° 16' 03" E, A DISTANCE OF 30.85 FEET; THENCE S 80° 38' 48" E, A DISTANCE OF 70.16 FEET; THENCE S 47° 18' 16" E, A DISTANCE OF 73.23 FEET; THENCE S 35° 27' 55" E, A DISTANCE OF 130.74 FEET; THENCE S 56° 57' 33" E, A DISTANCE OF 296.89 FEET; THENCE S 28° 21' 58" E, A DISTANCE OF 255.90 FEET; THENCE S 20° 43' 09" E, A DISTANCE OF 289.63 FEET; THENCE S 47° 29' 52" E, A DISTANCE OF 234.66 FEET TO THE EAST BOUNDARY OF SAID SECTION 35; THENCE S 00° 07' 15" W, ALONG SAID BOUNDARY, A DISTANCE OF 1630.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 152.62 ACRES, MORE OR LESS.

Aaron J. Murphy, PSM _____ Date _____
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, Inc.
Certificate of Authorization No. LB7013

 **HAMILTON**
ENGINEERING & SURVEYING, INC.

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LB#7013

UNION PARK EAST—ASSESSMENT AREA 2
PASCO COUNTY, FLORIDA

SEC TWP RGE 35—26—20	JOB NUMBER 03562.0001	SCALE AS SHOWN	DATE 5/22/2017 Rev: 4/10/2019	SHEET 2/7
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L. ALLOCATION OF PUBLIC IMPROVEMENTS COSTS, PROPOSED DEBT

As further described in the Second Supplemental Assessment Methodology Report, the Series 2019 Area Two Project costs, developer contributions to fund public improvement costs, and the other uses of bond proceeds are used as proxy for total benefit. As described in the Master Engineer's Report, the completed public infrastructure costs are estimated in the amount of \$9.41 million for Assessment Area Two. The following table sets forth the allocation of public improvements costs ("PIC") among the assessable property, including an allowance for other uses of bond proceeds such as deposit to the debt service reserve fund, capitalized interest, costs of issuances, and other uses.

Table 3. Allocation of Master Public Improvement Costs for Assessment Area Two

Lot Width	Total Units	ERU	Total ERU	% ERU	Total PIC (as proxy for benefit)	Benefit Per Unit
TH	102	0.47	47.94	17.5%	\$1,915,145	\$18,776
40	103	0.80	82.40	30.1%	\$3,291,780	\$31,959
50	103	1.00	103.00	37.6%	\$4,114,725	\$39,949
60	34	1.20	40.80	14.9%	\$1,629,911	\$47,939
Total	342		274.14	100.0%	\$10,951,562	

Table 4. Comparison of Total Series 2019 Bond Debt with PIC per Lot

Lot Width	A-1	A-2	Total	PIC	Debt Over/(Under) PIC
TH	\$8,583	\$9,161	\$17,745	\$18,776	(\$1,031)
40	\$15,524	\$14,679	\$30,204	\$31,959	(\$1,755)
50	\$19,405	\$18,349	\$37,754	\$39,949	(\$2,194)
60	\$23,287	\$22,019	\$45,305	\$47,939	(\$2,633)

M. CONCEPT PLAN AND BOND MAP

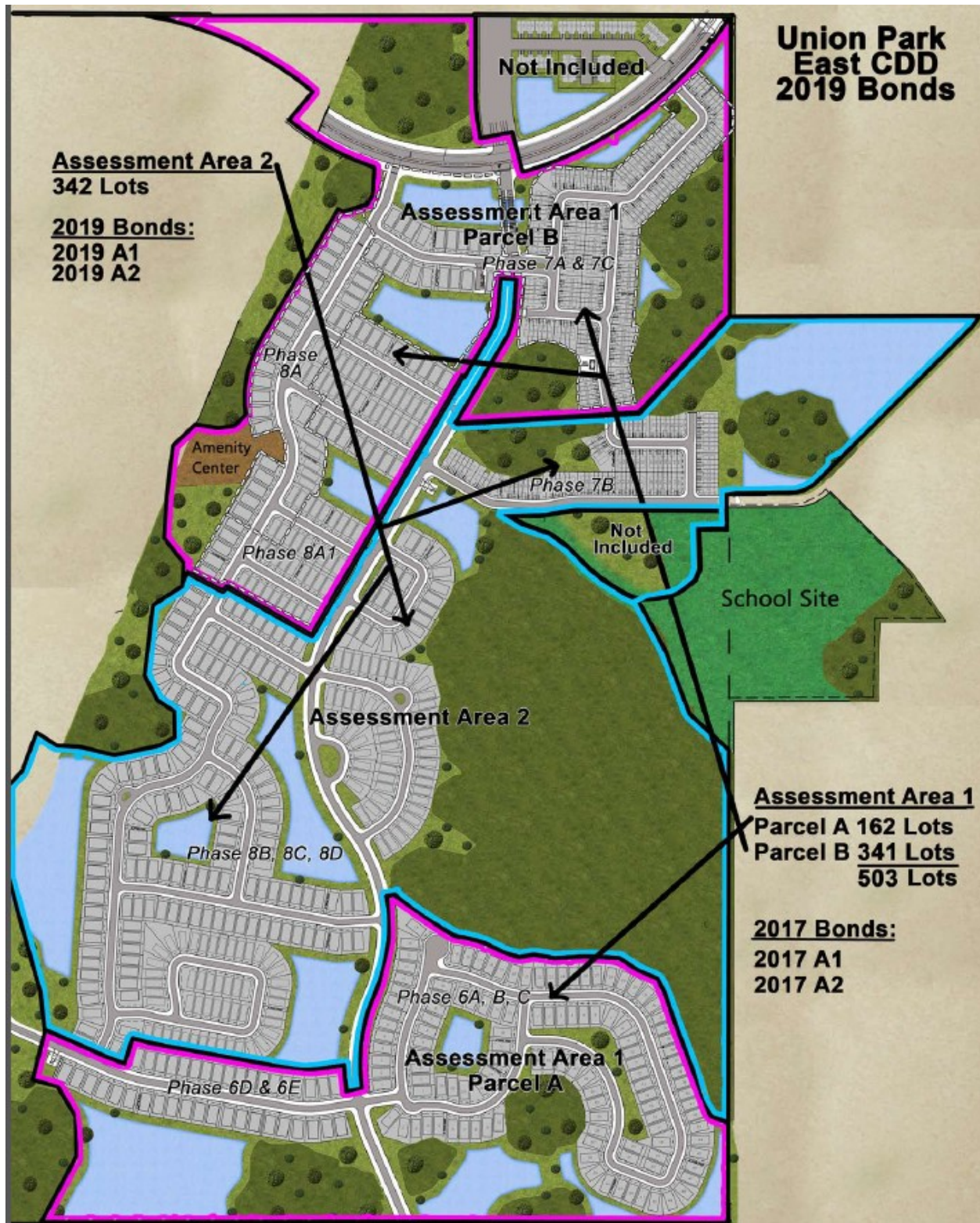


EXHIBIT 6.

RESOLUTION NO. 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FIFTH SUPPLEMENTAL TRUST INDENTURE WHICH AMENDS A FIFTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE DISTRICT ISSUED ITS UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2019A-2 (ASSESSMENT AREA TWO) IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,085,000; AUTHORIZING THE EXECUTION AND DELIVERY OF A REPLACEMENT BOND; AUTHORIZING THE DISTRICT TO TAKE ALL ACTIONS AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE REISSUANCE OF THE SERIES 2019A-2 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Union Park East Community Development District (the "District") previously issued its Union Park East Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A-2 (Assessment Area Two) (the "Series 2019A-2 Bonds") in the original principal amount of \$5,085,000, pursuant to a Master Trust Indenture, dated as of June 1, 2017 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by a Fifth Supplemental Trust Indenture, dated as of April 1, 2019 (the "Fifth Supplemental Indenture"), between the District and the Trustee; and

WHEREAS, at the time of issuance of the Series 2019A-2 Bonds, the Original Landowner (as defined in the Fifth Supplemental Indenture) was expected, though was not obligated, to prepay the Series 2019A-2 Assessments (as defined in the Fifth Supplemental Indenture) securing the Series 2019A-2 Bonds upon the sale of lots to homebuilders; and

WHEREAS, due to such expectation of prepayment of the Series 2019A-2 Assessments, the Series 2019A-2 Bonds were issued as one Term Bond, maturing November 1, 2032, the principal of which was to be paid in full on such maturity date; and

WHEREAS, the Original Landowner has decided that it will not prepay the Series 2019A-2 Assessments as anticipated, and therefore such Series 2019A-2 Assessments will be allocated to lots within Assessment Area Two (as defined in the

Fifth Supplemental Indenture) on a first platted first assessed basis to be repaid in approximately thirty annual installments; and

WHEREAS, in order to coordinate the collection of the Series 2019A-2 Assessments with payment on the Series 2019A-2 Bonds, it is necessary to restructure the Series 2019A-2 Bonds as one thirty-year amortizing Term Bond, which requires various revisions to the Fifth Supplemental Indenture and the Series 2019A-2 Bond; and

WHEREAS, the Board hereby determines, that it is necessary and desirable for the District to amend the Fifth Supplemental Indenture as set forth in the First Amendment to Fifth Supplemental Trust Indenture, to be dated as of May 1, 2020, by and between the District and the Trustee (the "Amendment"), the form of which is attached hereto as Exhibit A; and

WHEREAS, under Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to, with the approval of all Owners of any Series of Bonds then Outstanding, at any time, enter into supplemental indentures that amend certain terms of any Supplemental Indenture securing such Series of Bonds; and

WHEREAS, it is currently anticipated that the District will receive the consent of the Owners of 100% of the Outstanding principal amount of the Series 2019A-2 Bonds (the "100% Owners") to the Amendment; and

WHEREAS, when the 100% Owners consent to the Amendment, such consent shall constitute direction for the Trustee to join in the execution and delivery of the Amendment.

NOW THEREFORE, BE IT RESOLVED THAT:

SECTION 1. Approval of Amendment and Replacement Bond. The Amendment is hereby approved in substantially the form set forth in Exhibit A hereto and the Chairperson or the Vice Chairperson of the Board is hereby authorized and directed to execute and deliver said amendment on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions, deletions or modifications therein as may be made and approved by the Chairperson or the Vice Chairperson executing the same, such execution to be conclusive evidence of such approval, and which Amendment shall become effective upon the execution thereof by the Trustee and the District. The form of the replacement Series 2019A-2 Bond is hereby approved in substantially the form set forth in Exhibit A to the Amendment and the Chairperson or the Vice Chairperson of the Board is hereby authorized and directed to execute and deliver said Series 2019A-2 Bond on behalf of and in the name of the District and the Secretary or any Assistant Secretary of

the Board is hereby authorized to attest such execution, with such additions, deletions or modifications therein as may be made and approved by the Chairperson or the Vice Chairperson executing the same, such execution to be conclusive evidence of such approval.

SECTION 2. Other Actions. The Chairperson or Vice Chairperson and the Secretary or any Assistant Secretary of the District are hereby authorized and empowered to execute and deliver any documents contemplated hereby or by the Amendment or necessary or convenient with respect thereto. The Chairperson or Vice Chairperson and the Secretary or any Assistant Secretary are hereby authorized to execute such certificates, agreements and other instruments, whether or not expressly contemplated hereby, including, without limitation, an IRS Form 8038-G, and to execute and do all acts and things as may be necessary or desirable to effectuate and carry out the purpose and intent of this Resolution.

SECTION 3. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 1st day of April, 2020.

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Chairperson/Vice Chairperson,
Board of Supervisors

Attest:

Secretary/Assistant Secretary

EXHIBIT A

Form of First Amendment to Fifth Supplemental Trust Indenture

**FIRST AMENDMENT TO
FIFTH SUPPLEMENTAL TRUST INDENTURE**

Between

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

and

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

Dated as of May 1, 2020

Relating to

**Union Park East Community Development District
Capital Improvement Revenue and Refunding Bonds, Series 2019A-2
(Assessment Area Two)**

**FIRST AMENDMENT TO
FIFTH SUPPLEMENTAL TRUST INDENTURE**

THIS FIRST AMENDMENT TO FIFTH SUPPLEMENTAL TRUST INDENTURE (the "Amendment") is dated as of May 1, 2020, by and between **UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida (together with its permitted successors and assigns, the "Trustee"), and consented to by the Owners of 100% of the Outstanding principal amount of the Series 2019A-2 Bonds (as defined below).

W I T N E S S E T H :

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), and Ordinance No. 16-28, enacted by the Board of County Commissioners of Pasco County, Florida on October 11, 2016, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has previously determined to undertake, in one or more phases, the acquisition and construction of certain public infrastructure pursuant to the Act (the "Capital Improvement Program") for the special benefit of the District; and

WHEREAS, pursuant to the terms and provisions of that certain Master Trust Indenture by and between the District and the Trustee, dated as of June 1, 2017 (the "Master Indenture"), the District proposed to finance the cost of acquisition and/or construction of the Capital Improvement Program by the issuance of one or more Series of Bonds (as defined in the Master Indenture); and

WHEREAS, the District previously issued its \$5,085,000 Union Park East Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A-2 (the "Series 2019A-2 Bonds") pursuant to the Master Indenture and that certain Fifth Supplemental Trust Indenture by and between the District and the Trustee, dated as of April 1, 2019 (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"); and

WHEREAS, as of May 1, 2020, the Series 2019A-2 Bonds will be Outstanding in the principal amount of \$4,660,000; and

WHEREAS, at the time of issuance of the Series 2019A-2 Bonds, the Original Landowner was expected, though was not obligated, to prepay the Series 2019A-2 Assessments securing the Series 2019A-2 Bonds upon the sale of lots to homebuilders; and

WHEREAS, due to such expectation of prepayment of the Series 2019A-2 Assessments, the Series 2019A-2 Bonds were issued as one Term Bond, maturing November 1, 2032, the principal of which was to be paid in full on such maturity date; and

WHEREAS, the Original Landowner has decided that it will not prepay the Series 2019A-2 Assessments as anticipated, and therefore such Series 2019A-2 Assessments will be allocated to lots within Assessment Area Two on a first platted first assessed basis to be repaid in approximately thirty annual installments; and

WHEREAS, in order to coordinate the collection of the Series 2019A-2 Assessments with payment on the Series 2019A-2 Bonds, it is necessary to restructure the Series 2019A-2 Bonds as one thirty-year amortizing Term Bond, which requires various revisions to the Fifth Supplemental Indenture and the Series 2019A-2 Bond; and

WHEREAS, pursuant to Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to, with the approval of Owners of not less than 100% of the aggregate principal amount of any Series of Bonds Outstanding at any time, enter into supplemental indentures that amend certain terms of any Supplemental Indenture securing such Series of Bonds; and

WHEREAS, by virtue of the execution of the consent to this Amendment by the Owners of 100% of the Outstanding principal amount of the Series 2019A-2 Bonds (the "100% Owners"), the 100% Owners will have consented to the amendment of the Fifth Supplemental Indenture as contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

WHEREAS, except as specifically set forth herein, the Fifth Supplemental Indenture is not amended or modified; and

WHEREAS, the District and the Trustee now desire to amend, and the 100% Owners approve as of the Effective Date (hereinafter defined) and consent to such amendment of the Fifth Supplemental Indenture in the manner hereinafter provided; and

WHEREAS, in order to implement this Amendment, it is also necessary that the original Series 2019A-2 Bonds that were issued on April 30, 2019, be reissued on May 1, 2020 (the "Effective Date") by the amended Series 2019A-2 Bonds, which will evidence the same indebtedness as the original Series 2019A-2 Bonds, and will

continue to accrue interest on and after May 1, 2020, which is the last date from which interest was paid on the original Series 2019A-2 Bonds.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. Any capitalized term used in this Amendment and not otherwise defined in the recitals set forth above or otherwise herein shall have the meaning ascribed to such term in the Indenture.

Section 2. Application. This Amendment shall amend certain provisions of the Fifth Supplemental Indenture without the necessity of restating such instrument.

Section 3. Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the 100% Owners to approve and consent to the amendments herein contemplated.

Section 4. Amendments. The Fifth Supplemental Indenture is hereby amended as of the Effective Date as follows:

(A) The definition of "Series 2019A-2 Assessment Principal" in Section 101 is hereby amended and restated in its entirety to read as follows:

"Series 2019A-2 Assessment Principal" shall mean the principal amount of Series 2019A-2 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2019A-2 Bonds, other than applicable Delinquent Assessment Principal and Series 2019A-2 Prepayment Principal.

(B) The definition of "Series 2019A-2 Assessment Proceedings" in Section 101 is hereby amended and resated in its entirety to read as follows:

"Series 2019A-2 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2019A-2 Assessments which include Resolution Nos. 2017-24, 2017-25, 2017-26, 2020-03, 2020-04 and 2020-05, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2019A-2 Assessments and the Assessment Methodology as approved thereby.

(C) The definition of "Series 2019A-2 Reserve Account Requirement" in Section 101 is hereby amended and restated in its entirety to read as follows:

"Series 2019A-2 Reserve Account Requirement" shall mean an amount equal to the maximum annual interest requirement on the Series 2019A-2 Bonds, as of the time of any such calculation, which as of the date of initial issuance and delivery of the Series 2019A-2 Bonds is \$266,962.50.

(D) Section 202 is hereby amended and restated in its entirety to read as follows:

Section 202. Terms. The Series 2019A-2 Bonds shall be issued as one (1) Term Bond, shall have an Original Issue Date of April 30, 2019 and a Reissuance Date of May 1, 2020, shall bear interest at the interest rate per annum and shall mature in the amount and on the date set forth below:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
\$4,660,000	May 1, 2049	5.250%	907874 AK7

(E) Section 401(b) is hereby amended and restated in its entirety to read as follows:

"(b) within the Debt Service Fund held by the Trustee: (i) a Series 2019A-2 Debt Service Account and therein a Series 2019A-2 Sinking Fund Account and a Series 2019A-2 Interest Account; and (ii) a Series 2019A-2 Redemption Account and therein a Series 2019A-2 Prepayment Subaccount;

(F) Section 405 is hereby amended and restated in its entirety to read as follows:

Section 405. Series 2019A-2 Reserve Account. The Series 2019A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2019A-2 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2019A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2019A-2 Interest Account, and the Series 2019A-2 Sinking Fund Account to pay Debt Service on the Series 2019A-2 Bonds, when due, without distinction as to Series 2019A-2 Bonds and without privilege or priority of one Series 2019A-2 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient

and for no other purpose. The Series 2019A-2 Reserve Account shall consist only of cash and Series 2019A-2 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each 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 2019A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2019A-2 Reserve Account (i) resulting from Prepayments of Series 2019A-2 Assessments into the Series 2019A-2 Prepayment Subaccount of the Series 2019A-2 Redemption Account and applied to the extraordinary mandatory redemption of the Series 2019A-2 Bonds, or (ii) resulting from investment earnings as provided in Section 408(f) herein.

On the earliest date on which there is on deposit in the Series 2019A-2 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2019A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2019A-2 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2019A-2 Reserve Account into the Series 2019A-2 Prepayment Subaccount in the Series 2019A-2 Redemption Account to pay and redeem all of the Outstanding Series 2019A-2 Bonds on the earliest date permitted for redemption therein and herein.

Anything in the Master Indenture or herein to the contrary notwithstanding, amounts on deposit in the Series 2019A-2 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

(G) Section 406 is hereby amended and restated in its entirety to read as follows:

Section 406. Amortization Installments; Selection of Bonds for Redemption. (a) The Amortization Installments established for the Series 2019A-2 Bonds shall be as set forth in the form of Series 2019A-2 Bonds attached hereto.

(b) Upon any redemption of Series 2019A-2 Bonds (other than Series 2019A-2 Bonds redeemed in accordance with scheduled

Amortization Installments and other than Series 2019A-2 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 2019A-2 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, and which shall be recalculated by the District, in such manner as shall amortize all the Outstanding Series 2019A-2 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 2019A-2 Bonds.

(H) Section 408(c) is hereby amended and restated in its entirety to read as follows:

(c) On the forty-fifth (45th) day preceding each Redemption Date with respect to the Series 2019A-2 Bonds (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2019A-2 Prepayment Subaccount of the Series 2019A-2 Redemption Account, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2019A-2 Revenue Account for deposit into the Series 2019A-2 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2019A-2 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2019A-2 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2019A-2 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2019A-2 Bonds set forth in the form of Series 2019A-2 Bond attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(I) Section 408(d) is hereby amended and restated in its entirety to read as follows:

(d) On 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 2019A-2 Revenue Account to the Funds and Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2019A-2 Interest Account, an amount equal to the amount of interest payable on all Series 2019A-2 Bonds then Outstanding on such May 1 or November 1, less any amount already on deposit in the Series 2019A-2 Interest Account not previously credited;

SECOND, on May 1, 2021 and each May 1 thereafter, to the Series 2019A-2 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2019A-2 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2019A-2 Sinking Fund Account not previously credited;

THIRD, to the Series 2019A-2 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2019A-2 Reserve Account Requirement with respect to the Series 2019A-2 Bonds; and

FOURTH, the balance shall be retained in the Series 2019A-2 Revenue Account.

(J) Section 704 is hereby amended and restated in its entirety to read as follows:

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, Series 2019A-2 Assessments levied on platted lots no longer owned by the Original Landowner and pledged hereunder to secure the Series 2019A-2 Bonds shall be collected pursuant to the Uniform Method and Series 2019A-2 Assessments levied on platted lots owned by the Original Landowner and unplatted lands and pledged hereunder to secure the Series 2019A-2 Bonds shall be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners.

(b) All Series 2019A-2 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date.

(K) Exhibit A to the Fifth Supplemental Indenture is hereby replaced with Exhibit A attached hereto.

Section 5. Execution; Conditions Precedent to Authentication.

(A) Upon the reissuance of the Series 2019A-2 Bonds on the Effective Date as contemplated hereby, a replacement Series 2019A-2 Bond shall be executed on behalf of the District with the manual or facsimile signature of the Chairperson of the Board of Supervisors of the District (the "Board"), or in his or her absence or inability to act, the Vice Chairperson, and shall be attested by the manual or facsimile signature of the District's Secretary or Assistant Secretary. Such replacement Series 2019A-2 Bond shall be substantially in the form attached hereto as Exhibit A, as approved by the Board pursuant to Resolution No. 2020-06, adopted on April 1, 2020. Any accrued and unpaid interest up to the Effective Date shall be paid on the next Interest Payment Date.

(B) The replacement Series 2019A-2 Bond 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:

(1) Executed copies of the Consent of Bondholder from all Series 2019A-2 Bondholders substantially in the form attached hereto as Exhibit B;

(2) Certified copies of the Series 2019A-2 Assessment Proceedings;

(3) Executed copy of this Amendment;

(4) A Bond Counsel Opinion as required pursuant to Section 1103 of the Master Indenture;

(5) A District Counsel Opinion addressed to the District, Bond Counsel and the Trustee to the effect that: (i) the execution and delivery of this Amendment, the reissued Series 2019A-2 Bonds and the adoption of the Bond Resolutions and the Assessment Resolutions (each as defined therein) and compliance with the provisions on the District's part contained therein will not conflict with or constitute a breach of or default under any applicable constitutional provision or law, or to the best of their knowledge, under any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as expressly provided by the Series 2019A-2 Bonds and the Indenture and to the best of their knowledge after due inquiry, the District has taken no action which, with the lapse of time or the giving of notice, or both would constitute a material default or event of default by the District under the Series 2019A-2 Bonds; (ii) the District has the right and authority under the

Act and other state law to adopt the Bond Resolutions and the Assessment Resolutions, to reissue the Series 2019A-2 Bonds, the levy the Series 2019A-2 Assessments that will secure the Series 2019A-2 Bonds, and has duly adopted the Bond Resolutions and Assessment Resolutions; and (iii) all proceedings undertaken by the District with respect to the Series 2019A-2 Assessments securing the Series 2019A-2 Bonds, including adoption of the Assessment Resolutions, were undertaken in accordance with Florida law and the District has taken all necessary action as of the Effective Date to levy and impose the Series 2019A-2 Assessments and the Series 2019A-2 Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Series 2019A-2 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; and

(6) A certificate of the Methodology Consultant addressing the validity of the Series 2019A-2 Assessments.

Section 6. Applicability of Unamended Provisions of Fifth Supplemental Indenture. Except as expressly amended as stated above, all provisions of the Fifth Supplemental Indenture shall remain unaffected and in full force and effect and are hereby ratified and confirmed.

Section 7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 8. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the 100% Owners of the Series 2019A-2 Bonds and their respective successors and assigns.

Section 9. Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 10. Indemnification. The District hereby agrees to indemnify and hold harmless the Trustee in connection with any claims, liabilities, expenses, damages, or other amounts and attorneys' fees arising from or asserted against the Trustee, as a result of the instructions and directions contained herein.

Section 11. Effective Date. This Amendment shall become effective upon (i) the execution by the District and the Trustee and the receipt by the Trustee of the written consent (in substantially the form attached hereto as Exhibit B) approving this Amendment signed by the 100% Owners of the Series 2019A-2 Bonds Outstanding as required by Section 1102 of the Master Indenture and (ii) receipt of an opinion of Bond Counsel addressed to the Trustee and the District to the effect that the Series 2019A-2 Bonds are tax exempt obligations and that the Amendment is permitted and authorized under the Indenture.

IN WITNESS WHEREOF, the District and the Trustee have caused this First Amendment to Fifth Supplemental Trust Indenture to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

DISTRICT:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Secretary

By: _____
Chairman

TRUSTEE:

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

By: _____
Vice President

EXHIBIT A

FORM OF SERIES 2019A-2 BONDS

No. 2019A-2R-1

\$4,660,000

**United States of America
State of Florida**

**UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE AND REFUNDING BOND,
SERIES 2019A-2 (ASSESSMENT AREA TWO)**

<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>Reissuance Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
May 1, 2049	April 30, 2019	May 1, 2020	5.250%	907874 AK7

Registered Owner: CEDE & CO.

**Principal Amount: FOUR MILLION SIX HUNDRED SIXTY THOUSAND
AND NO/100 DOLLARS**

UNION PARK EAST 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, 2019, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence

and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2019A-2 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "Union Park East Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2019A-2 (Assessment Area Two)" in the aggregate principal amount of \$4,660,000 (the "Series 2019A-2 Bonds") issued under a Master Trust Indenture, dated as of June 1, 2017 (the "Master Indenture"), between the District and U.S. Bank National Association, located in Orlando, Florida, as trustee (the "Trustee"), as amended and supplemented by a Fifth Supplemental Trust Indenture, dated as of April 1, 2019, between the District and the Trustee, as amended by a First Amendment to Fifth Supplemental Trust Indenture, dated as of May 1, 2020, between the District and the Trustee (as amended, the "Fifth Supplemental Indenture") (the Master Indenture as amended and supplemented by the Fifth Supplemental Indenture is hereinafter referred to as the "Indenture") (the "Series 2019A-2 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 2019A-2 Bonds to (i) finance a portion of the Cost of acquiring, constructing and equipping assessable improvements comprising the Assessment Area Two Project (as defined in the Fifth Supplemental Indenture), (ii) together with other available funds, currently refund and redeem all of the Outstanding principal amount of the \$4,325,000 Union Park East Community Development District Capital Improvement Revenue Bonds, Series 2017A-3, (iii) pay certain costs associated with the issuance of the Series 2019A-2 Bonds, (iv) make a deposit into the Series 2019A-2 Reserve Account for the benefit of all of the Series 2019A-2 Bonds, and (v) pay a portion of the interest to become due on the Series 2019A-2 Bonds.

Simultaneously herewith and pursuant to the Master Indenture and a Fourth Supplemental Trust Indenture dated as of April 1, 2019, the District has authorized the issuance, sale and delivery of its \$5,265,000 Union Park East Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Two) (the "Series 2019A-1 Bonds" and, together with the Series 2019A-2 Bonds, the "Series 2019A Bonds"), which is separately secured as a separate Series of Bonds under the Master Indenture, except for the Series 2019A Acquisition and Construction Account, which is held jointly for the benefit of all of the Series 2019A Bonds, which are issued to (i) finance a portion of the Cost of the Assessment Area Two Project, (ii) pay certain costs associated with the issuance of the Series 2019A-1 Bonds, (iii) make a deposit into the Series 2019A-1 Reserve Account for the benefit of all of the Series 2019A-1 Bonds, and (iv) pay a portion of the interest to become due on the Series 2019A-1 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 SERIES 2019A-2 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2019A-2 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2019A-2 PLEDGED REVENUES AND THE SERIES 2019A-2 PLEDGED FUNDS PLEDGED TO THE SERIES 2019A-2 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, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties,

obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2019A-2 Bonds are equally and ratably secured by the Series 2019A-2 Trust Estate, without preference or priority of one Series 2019A-2 Bond over another; provided, however, that the Series 2019A Acquisition and Construction Account shall be held jointly for the benefit of all of the Series 2019A Bonds without privilege or priority of one Series over another and also subject to the provisions of Section 706 of the Fifth Supplemental Indenture; and provided further, however, in accordance with the Fifth Supplemental Indenture upon the occurrence and continuance of an Event of Default, any direction or consent or similar provision which requires or permits consent or direction of Majority Owners shall mean with respect to the Series 2019A Acquisition and Construction Account, the Majority Owners of the Series 2019A Bonds, as if each such separate Series were the same Series under the Master Indenture for such purpose. The Fifth Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on a parity with the Series 2019A-2 Bonds as to the lien and pledge of the Series 2019A-2 Trust Estate, other than the lien of the Series 2019A-1 Bonds on the Series 2019A Acquisition and Construction Account.

The Series 2019A-2 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 2019A-2 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 2019A-2 Bonds are not subject to redemption at the option of the District.

The Series 2019A-2 Bonds are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2019A-2 Sinking Fund Account established under the Fifth 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
2021	\$ 70,000	2036	\$155,000
2022	75,000	2037	165,000
2023	80,000	2038	170,000
2024	85,000	2039	180,000
2025	85,000	2040	190,000
2026	90,000	2041	200,000
2027	95,000	2042	210,000
2028	100,000	2043	220,000
2029	105,000	2044	235,000
2030	115,000	2045	245,000
2031	120,000	2046	260,000
2032	125,000	2047	275,000
2033	130,000	2048	290,000
2034	140,000	2049*	305,000
2035	145,000		

* Maturity

As more particularly set forth in the Indenture, any Series 2019A-2 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 2019A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Fifth Supplemental Indenture, as the result of the redemption of Series 2019A-2 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2019A-2 Bonds as set forth in the Fifth Supplemental Indenture.

The Series 2019A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole on any date, or in part on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Assessment Area Two Project, by application of moneys transferred to the Series 2019A-2 Prepayment Subaccount

of the Series 2019A-2 Redemption Account from the Series 2019A Acquisition and Construction Account in accordance with the terms of the Indenture; or

(b) from amounts, including Series 2019A-2 Prepayment Principal, required by the Indenture to be deposited into the Series 2019A-2 Prepayment Subaccount of the Series 2019A-2 Redemption Account; or

(c) from amounts transferred to the Series 2019A-2 Prepayment Subaccount of the Series 2019A-2 Redemption Account from the Series 2019A-2 Reserve Account resulting from a reduction in the Series 2019A-2 Reserve Account Requirement as provided for in the Indenture; or

(d) from amounts transferred to the Series 2019A-2 Prepayment Subaccount of the Series 2019A-2 Redemption Account from the Series 2019A Acquisition and Construction Account upon the occurrence of an Event of Default as provided for in the Indenture; or

(e) on the date on which the amount on deposit in the Series 2019A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2019A-2 Bonds then Outstanding, including accrued interest thereon.

The redemption described in (d) above shall be on a pro rata basis (as defined in the Fifth Supplemental Indenture) with the Series 2019A-1 Bonds.

If less than all of the Series 2019A-2 Bonds shall be called for redemption, the particular Series 2019A-2 Bonds or portions of Series 2019A-2 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2019A-2 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 Redemption Date to each registered Owner of Series 2019A-2 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 2019A-2 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 2019A-2 Bonds or such portions thereof on such date, interest on such Series 2019A-2 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2019A-2 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 2019A-2 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2019A-2 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2019A-2 Bonds as to the Series 2019A-2 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Union Park East Community Development District has caused this Bond to bear the signature of the Chairperson 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.

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary

By:_____
Chairperson, Board of Supervisors

[Official Seal]

**[FORM OF CERTIFICATE OF AUTHENTICATION
FOR SERIES 2019A-2 BONDS]**

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication:

By:_____
Vice President

May 1, 2020

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for Pasco County, Florida rendered on January 4, 2017.

Chairperson, Board of Supervisors
Union Park East
Community Development District

[FORM OF ABBREVIATIONS FOR SERIES 2019A-2 BONDS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

[FORM OF ASSIGNMENT FOR SERIES 2019A-2 BONDS]

For value received, the undersigned hereby sells, assigns and transfers unto
_____ within Bond and all rights thereunder, and hereby
irrevocably constitutes and appoints _____, attorney
to transfer the said Bond on the books of the District, with full power of substitution
in the premises.

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

EXHIBIT B
FORM OF CONSENT OF BONDHOLDER
(attached hereto)

EXHIBIT 7.

RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE SECRETARY OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Union Park East 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, Paul Cusmano, has resigned as secretary of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) desires to name the Secretary for the District.

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

1. Tonya Elliott-Moore is appointed Secretary.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of April, 2020.

ATTEST:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Printed Name: _____
Secretary/Assistant Secretary

Michael Lawson
Chair, Board of Supervisors

EXHIBIT 8.

**UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
CLEANING SERVICES AGREEMENT**

THIS UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT CLEANING SERVICES AGREEMENT (the “**Agreement**”) is made as of the 23rd day of March 2020, by and between **Ally Facility Solutions, Inc.** d/b/a City Wide Maintenance of Tampa (the “**Contractor**”) whose mailing address is 8950 9th Street North, Suite 103, St. Petersburg, Florida 33702 and the **Union Park East Community Development District** (the “**District**”) whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, the District owns and operates the community center located within the community (the “**Clubhouse**”) and desires to retain the Contractor to provide the cleaning services as described in this Agreement; and

WHEREAS, the Contractor is qualified to perform the job duties and has any and all approvals and licenses as required by law to provide cleaning services; and

WHEREAS, by the execution of this Agreement, it is agreed that the Contractor will be performing professional cleaning services as an independent contractor and will not be subject to the control of the District as to the means and method of performance of the services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

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. **SCOPE OF WORK AND FREQUENCY OF PERFORMANCE.** The Contractor shall perform cleaning services for the Clubhouse described in **Exhibit “A”**.

3. **TERM.** The term of this Agreement shall begin on March 23, 2020 and end on March 22, 2021. At the end of the Agreement, the Contractor shall continue the cleaning services under this Agreement on a month to month basis until terminated pursuant to Section 4 of this Agreement.

4. **TERMINATION.** Either party may terminate this Agreement without cause with fourteen (14) days written notice to the other party.

5. **PAYMENT.** As compensation the District will pay the Contractor the amounts described in **Exhibit “A”**. Invoices shall be issued each month for the Work provided for the previous month and are payable within 30 days of receipt by the District unless such invoice is disputed. If the District disputes the invoice, the District shall notify Contractor within the time period required by and in accordance with Florida’s Prompt Payment Act, Section 218.70, Florida Statutes.

6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(A) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(B) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

(C) Prior to commencing the Work, the Contractor shall add the Forest Brooke Community Development District as an additional insured to its insurance policies. The Contractor shall furnish the Forest Brooke Community Development District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the Forest Brooke Community Development District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the Forest Brooke Community Development District.

7. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Ally Facility Solutions, Inc.
d/b/a City Wide Maintenance of Tampa Bay
8950 9th Street North, Suite 103
St. Petersburg, Florida 33702

FOR THE DISTRICT:

Union Park East Community Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746

8. **INDEMNIFICATION.**

(A) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal or in bankruptcy proceedings) as ordered.

(B) Contractor agrees to indemnify and hold harmless the District and its officers, 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 of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any

appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge the same in writing. This section survives termination of this Agreement.

9. **PERMITS, LICENSES AND INSPECTIONS.** All permits and/or licenses necessary for the Work to be performed under this Agreement shall be obtained by the Contractor. Inspections by the health department or an independent consultant may be performed on a periodic basis. Failure to comply with health department standards or the stipulations of this Agreement may result in immediate termination. Any fees or fines incurred or imposed by the health department due to non-compliance and/or failure of an inspection shall be borne solely by the Contractor.

10. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other party.

11. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

12. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. **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 Contractor.

14. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

15. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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.

16. **CONTROLLING 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 with venue in Pasco County, Florida.

17. **PUBLIC RECORDS.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-374-9105, PATRICIA.COMINGS-THIBAUT@DPFG.COM, OR AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, 813-374-9105.

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

19. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement. In case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Ally Facility Solutions, Inc.

By: *Brittney Schmidt*

Name: Brittney Schmidt

Title: Sales Executive

**Union East Park
Community Development District**

By: 

Michael Lawson

Chairman of the Board of Supervisors



Exhibit "A"

City Wide Janitorial & Maintenance Proposal presented to:



March 18th, 2020
By: Brittney Schmidt, Sales Executive
City Wide Maintenance Of Tampa Bay
Cell: (920) 205-2106
Office: (727) 940-5873
E-mail: bschmidt@gocitywide.com
www.gocitywide.com/tampabay



Created for Union Park
East Community Development District
3/18/2020

Investment Recap

City Wide Maintenance Janitorial Service Package

Janitorial Services - 5 Days per Week – November Through April

Service	Frequency	Price/Month
Facility Service Manager	Available 24/7 Regular Inspections	Included
Night Manager	Available to Assist FSM & Crew	Included
Nightly Janitorial Union Park East Community Development District	5x/Week	Included
Leaf Blowing Pool Area	3x/Week	Included
Total Monthly Price		\$1,362.92

Janitorial Services - 7 Days per Week – May Through October

Service	Frequency	Price/Month
Facility Service Manager	Available 24/7 Regular Inspections	Included
Night Manager	Available to Assist FSM & Crew	Included
Nightly Janitorial Union Park East Community Development District	7x/Week	Included
Leaf Blowing Pool Area	3x/Week	Included
Total Monthly Price		\$1,883.60

Additional Services:

Service	Frequency	Price/Occurrence
Cleaning of Clubhouse after Event	As Needed	\$40.00

Service	Frequency	Price/Month
COVID 19 Clean- Union Park East Community Development District	1x/Week	\$260.34

*****Properties will be serviced 1x/Week until they are reopened after COVID 19 Social Distancing*****

Quote Includes:

- Assignment of a Facility Service Manager and Night Manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed as detailed in the detailed checklist.
- All chemicals & basic equipment needed to perform services outlined in service agreement. Price does not include consumable products: soaps, toilet tissue, etc.



Building
Maintenance
Solutions

Consumables:

- ☐ Yes, I want City Wide to Supply Consumables.
☐ No, I do not want City Wide to Supply Consumables.

Start Date: 3-24-20

City Wide Maintenance of Tampa Bay
District

By: Brittney Schmidt
Brittney Schmidt (Mar 24, 2020)
Authorized Representative

Date: Mar 24, 2020

Union Park East Community Development

By: [Signature] Chirum
Authorized Representative

Date: 3-24-20

Union Park East CDD. Janitorial Cleaning Services Agreement with City Wide Maintenance Janitorial Services (00084947xAAC3C)

Final Audit Report

2020-03-24

Created:	2020-03-24
By:	Amanda Stiles (amandastiles@gocitywide.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALf5pdy0UdVfebObpKkuPgp-_76_9i5Yz

"Union Park East CDD. Janitorial Cleaning Services Agreement with City Wide Maintenance Janitorial Services (00084947xAAC3C)" History



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Document e-signed by Brittney Schmidt (bschmidt@gocitywide.com)

Signature Date: 2020-03-24 - 5:21:47 PM GMT - Time Source: server- IP address: 35.142.156.202



Signed document emailed to Amanda Stiles (amandastiles@gocitywide.com) and Brittney Schmidt (bschmidt@gocitywide.com)

2020-03-24 - 5:21:47 PM GMT



Adobe Sign