



Rizzetta & Company

# **Catalina at Winkler Preserve Community Development District**

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## **Board of Supervisors' Meeting December 6, 2017**

**District Office:  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
(239) 936-0913**

**[www.catalinacdd.org](http://www.catalinacdd.org)**

# **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AGENDA December 6, 2017 at 6:00 p.m.**

At the office Rizzetta & Company, Inc., located at 9530 Marketplace Rd., Ste. 206, Ft. Myers, FL 33912

<b>District Board of Supervisors</b>	J. Keith Sherman John Kirkbride Floyd "Butch" Johnston Richard Bonito Louis Sanchez	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Gregory Pierson	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Carl Barraco	Barraco & Associates, Inc.

**All Cellular phones and pagers must be turned off while in the meeting room.**

## **The District Agenda is comprised of five different sections:**

The meeting will begin promptly at **6:00 p.m.** with the first section which is called **Public Comment**. The Public Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise 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 **Business Administration**. The Business Administration section 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 Items**. The business items 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. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager's office at (239) 936-0913 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.

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 (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, 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.

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206 • FORT MYERS, FL 33912**

[www.catalinacdd.org](http://www.catalinacdd.org)

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November 28, 2017

Board of Supervisors  
**Catalina at Winkler Preserve**  
**Community Development District**

**AGENDA**

Dear Board Members:

A special meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on **Tuesday, December 6, 2017 at 6:00 p.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. The following is the advance agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Special Board of Supervisor's Meeting held on October 10, 2017 ..... Tab 1
  - B. Consideration of the Operation and Maintenance Expenditures for the Months of September and October 2017..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Discussion Regarding Bond Refinancing Transaction
    1. Review of Updated Term Sheet..... Tab 3
  - B. Public Hearing to Consider Imposition of 2017 Special Assessments ..... Tab 4
    1. Publication Requirements
    2. Presentation of Revised Assessment Methodology Report
    3. Public Comment
    4. Equalization of Assessments
    5. Consideration of Resolution 2018-02, Levying 2017 Special Assessments
  - C. Consideration of Resolution 2018-03, Authorizing the Issuance of 2017 Refunding Bonds ..... Tab 5
  - D. Consideration of Additional Document Forms..... Tab 6
    1. Revised Term Sheet
    2. Notice of Special Assessments
    3. Supplemental Disclosure of Public Finance
    4. Second Supplemental Indenture
    5. Escrow Deposit Agreement

- E. Presentation of Amended Fiscal Year 2016-2017 Budget..... Tab 7
  - 1. Consideration of Resolution 2018-04, Amending  
the Fiscal Year 2016-2017 Budget ..... Tab 8
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,  
*Belinda Blandon*  
Belinda Blandon  
District Manager

Cc: Gregory Pierson, Hopping Green & Sams, PA

# Tab 1

**MINUTES OF MEETING**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District was held on **Tuesday, October 10, 2017 at 10:05 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present and constituting a quorum:

Keith Sherman	<b>Board Supervisor, Chairman</b>
John Kirkbride	<b>Board Supervisor, Vice Chairman</b>
Butch Johnston	<b>Board Supervisor, Assistant Secretary</b>
Dick Bonito	<b>Board Supervisor, Assistant Secretary</b>
Louis Sanchez	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Bre Parker	<b>Financial Analyst, Rizzetta &amp; Company, Inc. (via speaker phone)</b>
Jere Earlywine	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Wes Kayne	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Robbie Cox	<b>MBS Capital Markets</b>
Robert Gang	<b>Greenberg Traurig (via speaker phone)</b>
Camille Evans	<b>Greenberg Traurig (via speaker phone)</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Ms. Blandon stated for the record that no members of the public were present.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Special Board of Supervisors' Meeting  
held on August 8, 2017**

Ms. Blandon presented the minutes of the Board of Supervisors' Meeting held on August 8, 2017 and asked if there were any questions, comments, or changes to the minutes as presented. There were none.

On a Motion by Mr. Johnston, seconded by Mr. Bonito, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 8, 2017, for the Catalina at Winkler Preserve Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for the  
Months of July and August 2017**

Ms. Blandon presented the operations and maintenance expenditures for the period of July 1-31, 2017 which totaled \$8,179.97, the period of August 1-31, 2017 which totaled \$9,831.75. She asked if there were any questions regarding any item of expenditure. Mr. Sherman inquired regarding the Barraco & Associates billing and specific lines for billing. Mr. Kayne described the billing process. Mr. Kirkbride asked that Mr. Kayne provide a breakdown of the Barraco invoices to the Chairman. Mr. Kayne advised he will provide more detail.

On a Motion by Mr. Kirkbride, seconded by Mr. Sherman, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of July 2017 which totaled \$8,179.97, and August 2017 which totaled \$9,831.75, for the Catalina at Winkler Preserve Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation from Underwriter  
Regarding Proposed Refinancing**

Mr. Cox of MBS Capital Markets distributed a presentation from Hancock Bank regarding the refinancing of the 2005 bonds in an effort to provide a savings in assessments to the residents. He spoke regarding the current bonds of \$2.8 million outstanding at a 5.6% coupon rate. Mr. Cox further advised of a provision in the original bond docs related to deferred costs due to the developer from the debt service reserve fund; he advised something has to happen with those funds prior to the refinance. Mr. Earlywine explained the deferred costs fund. He advised the developer could have asked for \$103,000.00 but instead they have only requested the net present value which is \$58,000.00 leaving \$45,000.00 for the District to use for the refinancing. Questions and comments from the Board were entertained.

Ms. Camille Evans, Bond Counsel of Greenberg Traurig, joined the meeting in progress, via speaker phone, at 10:17 a.m.

Questions and comments from the Board were answered. Mr. Cox explained the transactions numbers, advising the principal per unit is increasing by \$454.00. Discussion ensued. Mr. Cox provided an update on disclosures. Mr. Earlywine provided an overview of the Hancock term sheet. Mr. Cox reviewed the detailed figures contained within the Hancock requirements. Mr. Cox responded to questions from the Board. He further advised that if the bonds were not tax exempt and taxable, the District would have an issue and be responsible for paying an increased rate, interest and penalties. Mr. Earlywine reviewed the processes and steps ahead of the bond deal closing as well as the Hancock Bank terms and requirements.

On a Motion by Mr. Sherman, seconded by Mr. Johnston, with all in favor, the Board Authorized the Chairman to Execute the Hancock Term Sheet, for the Catalina at Winkler Preserve Community Development District.

**SIXTH ORDER OF BUSINESS**

**Presentation of Preliminary Special  
Assessment Methodology**

Ms. Parker presented the preliminary special assessment methodology report; she advised the debt amount would be allocated among 277 units as five units have already pre-paid their debt. Mr. Earlywine inquired whether the savings reflect the funds owed to DR Horton. Ms. Parker confirmed. Mr. Earlywine asked Ms. Parker to confirm that the assessment is supported by sufficient benefit from the project and that the assessment is fairly and reasonably allocated across all benefitted units. Ms. Parker confirmed.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-01,  
Declaring Refinanced Special  
Assessments and Setting Public Hearings  
Thereon**

Mr. Earlywine reviewed resolution 2018-01, which declares the refinanced special assessments and sets the public hearing. He reviewed the details of the resolution and advised the public hearings will be held on Wednesday, December 6, 2017 at 6:00 p.m. Discussion ensued regarding the date, time, and location of the public hearing.

On a Motion by Mr. Sherman, seconded by Mr. Kirkbride, with all in favor, the Board Adopted Resolution 2018-07, Declaring Refinanced Special Assessments and Setting Public Hearings Thereon, for the Catalina at Winkler Preserve Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Acknowledgement and  
Release Between D.R. Horton, Inc. and  
Catalina at Winkler Preserve Community  
Development District**

Mr. Earlywine reviewed the Acknowledgement and Release between D.R. Horton, Inc. and the Catalina at Winkler Preserve Community Development District. He advised this is related to the deferred costs to be paid to D. R. Horton ahead of the bond refinancing.

On a Motion by Mr. Sherman, seconded by Mr. Sanchez, with all in favor, the Board Approved the Acknowledgement and Release Between D.R. Horton, Inc. and Catalina at Winkler Preserve Community Development District, and Further Authorized the Chairman to Execute the Same, for the Catalina at Winkler Preserve Community Development District.



**NINTH ORDER OF BUSINESS**

**Consideration of Greenberg Traurig  
Engagement Letter**

Ms. Evans provided an overview of the Greenberg Traurig engagement letter and discussed the fee. She advised the fees would be paid from the cost of issuance; however, if the District chooses not close the bond deal, the District would be billed an hourly rate. Ms. Evans entertained questions from the Board. Mr. Earlywine spoke regarding Bond Counsel and his experience with them.

On a Motion by Mr. Johnston, seconded by Mr. Sanchez, with all in favor, the Board Approved the Greenberg Traurig Engagement Letter, for the Catalina at Winkler Preserve Community Development District.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Mr. Earlywine advised he had no report.
- B. District Engineer  
Mr. Kayne advised the NPDES year six annual report has been completed. Mr. Kayne responded to questions from the Board regarding lake bank erosion and repairs. He further advised he will inspect the Lakes prior to bidding the restoration project to ensure there are no additional areas needing attention.
- C. District Manager  
Ms. Blandon announced that the next meeting of the Board of Supervisors will be held on Wednesday, December 6, 2017 at 6:00 pm.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

Ms. Blandon opened the floor to Supervisor requests and comments. There were none.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

Ms. Blandon stated there are no other agenda items to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Sanchez, seconded by Mr. Bonito, with all in favor, the Board adjourned the meeting at 11:11 a.m. for the Catalina at Winkler Preserve Community Development District.

# Tab 2

# **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

## **Operation and Maintenance Expenditures September 2017 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2017 through September 30, 2017. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,966.52**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2017 Through September 30, 2017

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Catalina at Winkler Homeowner's Association, Inc.	000363	Aug-17	Reimb HOA for Electric Service for Aerator System 8/17	\$ 140.00
Egis Insurance Advisors, LLC	000361	5961	FL Insurance Package 10/01/2017-10/01/2018	\$ 4,619.00
Florida Power and Light Company	000362	11246-08348 8/17	17213 Wrigley Cir #Aerator 8/17	\$ 79.83
Hopping Green & Sams	000364	95743	General/Monthly Legal Services 7/17	\$ 1,047.02
Lake Masters Aquatic Weed Control, Inc.	000365	17-07236	Monthly Aquatic Weed Control 9/17	\$ 435.00
Rizzetta & Company, Inc.	000359	INV0000026515	District Management Fees 9/17	\$ 3,470.67
Rizzetta Technology Services, LLC	000360	INV0000002619	Website & Email Hosting Services 9/17	\$ 175.00
<b>Report Total</b>				<b><u>\$ 9,966.52</u></b>

# INVOICE

Catalina at Winkler  
12650 Whitehall Drive  
Fort Myers, FL 33907

DATE: August 31, 2017  
INVOICE # Aug-17  
FOR: Electric Service

email to: dmurphy@rizzetta.com

**Bill To:**  
Catalina at Winkler Preserve CDD  
9428 Camden Field Parkway  
Riverview FL 33578

DESCRIPTION	AMOUNT
Aug - Aerator electrical service running of pool electric at Catalina	\$140.00
<div>Date Rec'd Rizzetta &amp; Co., Inc. <u>SEP 19 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>9/22/17</u> Date entered <u>SEP 19 2017</u> Fund <u>001</u> GL <u>53100</u> OC <u>4311</u> Check # _____</div>	
Please make check payable to: Catalina at Winkler 12650 Whitehall Drive Ft Myers, FL 33907	
<b>TOTAL</b>	<b>\$140.00</b>



Insurance & Risk Advisors

Catalina at Winkler Preserve Community Development District  
c/o Rizzetta & Company  
9530 Marketplace Rd., Ste 206  
Ft. Myers, FL 33912

# INVOICE

Customer	Catalina at Winkler Preserve Community Development District 609
Date	08/25/2017
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	4,619.00
Payment Amount	
Payment for:	Invoice#5961
100117605	

Thank You

Please detach and return with payment



Customer: Catalina at Winkler Preserve Community Development District

Invoice	Effective	Transaction	Description	Amount
5961	10/01/2017	Renew policy	Policy #100117605 10/01/2017-10/01/2018 Florida Insurance Alliance Package - Renew policy Due Date: 9/24/2017  Date Rec'd Rizzetta & Co., Inc. <u>SEP 05 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>9/15/2017</u> Date entered <u>SEP 07 2017</u> Fund <u>001</u> GL <u>15500</u> OC Check # _____	4,619.00
				<b>Total</b>
				4,619.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:

Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC  
Lockbox 234021 PO Box 84021  
Chicago, IL 60689-4002

(321)320-7665

cbitner@egisadvisors.com

Date

08/25/2017



FPL

/ 27

6987 5319112460834893897000000

Please request changes on the back.  
Notes on the front will not be detected.

B 8 5319 9

AUTO \*\*R2 1280  
092099



CATALINA AT WINKLER  
PRESERVE CDD  
9530 MARKETPLACE RD STE 206  
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:



FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$79.83	Sep 18 2017	\$ 79.83

**Your electric statement**

Account number: 11246-08348

For: Jul 27 2017 to Aug 28 2017 (32 days)

Customer name: CATALINA AT WINKLER

Service address: 17213 WRIGLEY CIR # AERATOR

Statement date: Aug 28 2017

Next meter reading: Sep 27 2017

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
74.73	74.73 CR	0.00	0.00	79.83	\$79.83	Sep 18 2017

**Meter reading - Meter ACD7626**

Current reading 34476  
Previous reading - 33785  
kWh used 691

**Energy usage**

	Last Year	This Year
kWh this month	396	691
Service days	33	32
kWh per day	12	22

**\*\*The electric service amount includes the following charges:**

Customer charge: \$10.00  
Fuel: \$19.49  
( \$0.028200 per kWh)  
Non-fuel: \$44.15  
( \$0.063890 per kWh)

**Enroll now in FPL Budget Billing by paying \$69.87 in 1 payment by the due date instead of \$79.83. Your bill will be about the same each month & stabilized year-round. Learn more at FPL.com/bb**

Amount of your last bill	74.73
Payment received - Thank you	74.73 CR
Balance before new charges	\$0.00
<b>New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)</b>	
Electric service amount	73.64**
Storm charge	0.81
Gross receipts tax	1.91
Franchise charge	3.47
Total new charges	\$79.83

**Total amount you owe \$79.83**

- Payment received after **November 17, 2017** is considered **LATE**; a late payment charge of **1%** will apply.
- The Florida Public Service Commission is reviewing a routine storm charge adjustment that would apply to your bill beginning in September. To learn more about your energy bill, visit [FPL.com/rates](http://FPL.com/rates).

Date Rec'd Rizzetta & Co., Inc. **SEP 05 2017**D/M approval Belinda Blandon **SEP 15 2017**Date entered **SEP 07 2017**Fund 001 GL 53100 OC 4311

Check # \_\_\_\_\_

Please have your account number ready when contacting FPL.

Customer service: 1-800-375-2434

Outside Florida: 1-800-226-3545

To report power outages: 1-800-4OUTAGE (468-8243)

Hearing/speech impaired: 711 (Relay Service)

Online at: [www.FPL.com](http://www.FPL.com)

FPL

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

August 31, 2017

Catalina at Winkler Preserve CDD  
c/o Rizzetta & Company, Inc.  
9428 Camden Field Parkway  
Riverview, FL 33578

Bill Number 95743  
Billed through 07/31/2017

### General Counsel/Monthly Meeting CATCDD 00001 JLE

#### FOR PROFESSIONAL SERVICES RENDERED

07/07/17	GLP	Review budget notice; correspond with district staff regarding same; revise demand letter to Nature's Blueprint; correspond with district staff regarding same; revise permit compliance letter to resident; correspond with district staff regarding same.	1.00 hrs
07/10/17	GLP	Prepare letter to SFWMD regarding preserve inspection; correspond with district staff regarding same; revise letter to SFWMD regarding preserve inspection.	2.00 hrs
07/10/17	KEM	Prepare annual assessment resolution.	0.10 hrs
07/11/17	GLP	Confer with district staff regarding SFWMD response letter; revise the same; correspond with SFWMD and district staff regarding SFWMD response letter.	0.60 hrs
07/14/17	GLP	Correspond with district staff regarding public facilities report.	0.10 hrs
07/17/17	GLP	Review correspondence from district staff regarding resident compliance with permit; correspond with district staff regarding same.	0.10 hrs
07/25/17	GLP	Confer with district staff regarding budget appropriation and assessment resolutions; review same; review correspondences from district staff regarding same; review and provides comments to minutes from May 9, 2017 board meeting.	0.70 hrs
07/25/17	KEM	Prepare budget and assessment resolutions.	0.20 hrs
07/31/17	JBC	Analyze records retention rules update; prepare memorandum regarding same.	0.10 hrs
Total fees for this matter			\$1,026.50

#### DISBURSEMENTS

Postage	20.52
Total disbursements for this matter	\$20.52

#### MATTER SUMMARY



Pierson, Greg L.	4.50 hrs	215 /hr	\$967.50
Cooksey, Jennings B.	0.10 hrs	215 /hr	\$21.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50

TOTAL FEES	\$1,026.50
TOTAL DISBURSEMENTS	\$20.52

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,047.02</b>
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**BILLING SUMMARY**

Pierson, Greg L.	4.50 hrs	215 /hr	\$967.50
Cooksey, Jennings B.	0.10 hrs	215 /hr	\$21.50
Ibarra, Katherine E. - Paralegal	0.30 hrs	125 /hr	\$37.50

TOTAL FEES	\$1,026.50
TOTAL DISBURSEMENTS	\$20.52

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,047.02</b>
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**Please include the bill number on your check.**

Date Rec'd Rizzetta & Co., Inc. SEP 14 2017  
D/M approval Bolinda Blandon 9/22/2017  
Date entered SEP 18 2017  
Fund 001 GL 51400 OC 3107  
Check# \_\_\_\_\_

Lake Masters Aquatic Weed Control, LLC.  
P.O. Box 2300  
Palm City, FL 34991  
Toll Free: 1-877-745-5729

# Invoice

DATE	INVOICE #
9/1/2017	17-07236

Bill To:

CATALINA AT WINKLER PRESERVE CDD  
C/O RIZZETTA  
9530 MARKET PLACE ROAD STE. 206  
FT. MYERS, FL 33912

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL	435.00	435.00
	6.00% SALES TAX	6.00%	0.00
<p>Date Rec'd Rizzetta &amp; Co., Inc. <u>SEP 05 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>9/15/2017</u> Date entered <u>SEP 06 2017</u> Fund <u>001</u> GL <u>538000C</u> <u>4605</u> Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.

**Total** \$435.00

**Payments/Credits** \$0.00

**Balance Due** \$435.00

**Rizzetta & Company, Inc.**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
9/1/2017	INV0000026515

**Bill To:**

CATALINA AT WINKLER PRESERVE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
September	Upon Receipt	00327

Description	Qty	Rate	Amount
District Management Services 3101	1.00	\$1,604.00	\$1,604.00
Administrative Services 3100	1.00	\$450.00	\$450.00
Accounting Services 3201	1.00	\$1,000.00	\$1,000.00
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67
<div>Date Rec'd Rizzetta &amp; Co., Inc. <u>AUG 28 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>9/1/2017</u> Date entered <u>AUG 30 2017</u> Fund <u>001</u> GL <u>51300</u> OC _____ Check # _____</div>			
Subtotal			\$3,470.67
Total			\$3,470.67

**Rizzetta Technology Services**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
9/1/2017	INV0000002619

**Bill To:**

CATALINA AT WINKLER PRESERVE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
September		00327

Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
<p>Date Rec'd Rizzetta &amp; Co., Inc. <u>AUG 25 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>9/1/2017</u> Date entered <u>AUG 30 2017</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____</p>			
Subtotal			\$175.00
Total			\$175.00

# **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

## **Operation and Maintenance Expenditures October 2017 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2017 through October 31, 2017. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,201.19**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2017 Through October 31, 2017

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Barraco and Associates, Inc.	000366	17809	Engineering Services 08/17	\$ 3,735.00
Florida Power and Light Company	000370	11246-08348 9/17	17213 Wrigley Cir #Aerator 9/17	\$ 56.91
Floyd Johnston	000374	BJ101017	Board of Supervisors Meeting 10/10/17	\$ 200.00
Hopping Green & Sams	000373	96262	General/Monthly Legal Services 8/17	\$ 2,001.81
John E. Kirkbride	000375	JK101017	Board of Supervisors Meeting 10/10/17	\$ 200.00
Keith Sherman	000378	KS101017	Board of Supervisors Meeting 10/10/17	\$ 200.00
Lake Masters Aquatic Weed Control, Inc.	000376	17-08124	Monthly Aquatic Weed Control 10/17	\$ 435.00
Louis G. Sanchez	000377	LS101017	Board of Supervisors Meeting 10/10/17	\$ 200.00
Richard Bonito	000372	RB101017	Board of Supervisors Meeting 10/10/17	\$ 200.00
Rizzetta & Company, Inc.	000371	0000027335	Assessment Roll 2017-2018 FY	\$ 5,000.00
Rizzetta & Company, Inc.	000371	INV0000027440	District Management Fees 10/17	\$ 3,629.17
Rizzetta Technology Services, LLC	000367	INV0000002699	Website & Email Hosting Services 10/17	\$ 175.00
The Breeze Corporation	000369	107201 - 09/27/17	Acct #L00993 Legal Advertising 9/27/17	\$ 53.50
Vertex Water Features	000368	880023490	Fountain Cleaning Service	\$ 114.80
<b>Report Total</b>				<b><u>\$ 16,201.19</u></b>

**Barraco and Associates**  
 2271 McGregor Boulevard, Suite 100  
 Fort Myers, FL 33901

Catalina @ Winkler Preserve CDD  
 c/o Rizetta & Co  
 9530 Market Place Rd., Suite 206  
 Fort Myers, FL 33912

Invoice number 17809  
 Date 09/22/2017

Project 22271 Catalina @ Winkler CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
01 (TM) General Consultation	4,000.00	1,251.41	50,056.50	50,056.50	0.00
02 (LS) Engineer's Report	6,000.00	100.00	6,000.00	6,000.00	0.00
03 (TM) Document Review	4,000.00	186.50	7,460.00	7,460.00	0.00
04 (LS) Meeting Representation - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
05 (LS) SOP - Addendum 1	3,500.00	100.00	3,500.00	3,500.00	0.00
06 (LS) TMDL Prior Rpt Monitoring - Addendum 1	3,000.00	100.00	3,000.00	3,000.00	0.00
07 (LS) Inspection & docum. of Fac. - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
08 (LS) Proactive Discharge Insp - Addendum 1	1,500.00	100.00	1,500.00	1,500.00	0.00
09 (LS) Annual Report - Addendum 1	2,500.00	100.00	2,500.00	2,500.00	0.00
10 (LS) Meeting Representation - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
11 (LS) Inspection & Docum of Fac. - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
12 (LS) Proactive Illicit Disch. Inspections - Add 2	1,500.00	100.00	1,500.00	1,500.00	0.00
13 (LS) Annual Report - Add 2	2,500.00	100.00	2,500.00	2,500.00	0.00
14 (LS) Meeting Representation - Add 3	1,500.00	100.00	1,500.00	1,500.00	0.00
15 (LS) Inspection & Docum of Fac - Add 3	2,500.00	100.00	2,500.00	2,500.00	0.00
16 (LS) Proactive Illicit Disch Inspec - Add 3	1,500.00	100.00	1,500.00	1,500.00	0.00
17 (LS) TMDL Rpt - Add 3	0.00	0.00	0.00	0.00	0.00
18 (LS) Annual Report - Add 3	2,500.00	100.00	2,500.00	2,500.00	0.00
19 (LS) Meeting Representation - Add 4	1,500.00	100.00	1,500.00	1,500.00	0.00
20 (LS) Inspection & Docum of Fac - Add 4	2,500.00	100.00	2,500.00	2,500.00	0.00
21 (LS) Proactive Illicit Disch Inspec - Add 4	1,500.00	100.00	1,500.00	1,500.00	0.00
22 (LS) Annual Report Preparation - Add 4	2,500.00	100.00	2,500.00	2,500.00	0.00
23 (LS) Meeting Representation- Add 5	1,500.00	100.00	1,500.00	1,200.00	300.00
24 (LS) Inspection & Docu of Fac - Add 5	2,500.00	100.00	2,500.00	2,500.00	0.00
25 (LS) Poractive Illicit Disch Inspec - Add 5	1,500.00	100.00	1,500.00	1,500.00	0.00
26 (LS) TMDL Rpt - Add 5	0.00	0.00	0.00	0.00	0.00
27 (LS) Annual Report Prepration - Add 5	2,500.00	100.00	2,500.00	2,500.00	0.00
WO 3.1 Update Public Facilities Report	5,000.00	100.00	5,000.00	2,500.00	2,500.00
28 (LS) Meeting Representation - Add 6	250.00	0.00	0.00	0.00	0.00
29 (LS) Annual Report Preparation - Add 6	1,750.00	20.00	350.00	0.00	350.00
23 (TM) Out of Scope Services	0.00	0.00	32,966.25	32,381.25	585.00
24 (TM) Reimbursables	0.00	0.00	199.17	199.17	0.00
<b>Total</b>	<b>65,500.00</b>	<b>223.71</b>	<b>146,531.92</b>	<b>142,796.92</b>	<b>3,735.00</b>

Catalina @ Winkler Preserve CDD  
Project 22271 Catalina @ Winkler CDD

Invoice number 17809  
Date 09/22/2017

23 (TM) Out of Scope Services

	Hours	Rate	Billed Amount
Professional Engineer	3.00	195.00	585.00
Conservation ownership exhibit.			
Ownership exhibit.			
Post Irma correspondence.			
Preserve / ownership exhibit.			
Out of Scope Services subtotal			585.00

Invoice total 3,735.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
17809	09/22/2017	3,735.00	3,735.00				
	Total	3,735.00	3,735.00	0.00	0.00	0.00	0.00

Date Rec'd Rizzetta & Co., Inc. SEP 25 2017  
D/M approval Belinda Blandon Date 10/2/2017  
Date entered SEP 26 2017  
Fund 001 GL 51300 OC 3103  
Check # \_\_\_\_\_





FPL

/ 27

5319112460834811965000000

Please request changes on the back.  
Notes on the front will not be detected.

B 8 5319 1

AUTO \*\*R2 1280  
064102



CATALINA AT WINKLER  
PRESERVE CDD  
9530 MARKETPLACE RD STE 206  
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$56.91	Oct 18 2017	\$ 56.91

**Your electric statement**

For: Aug 28 2017 to Sep 27 2017 (30 days)

Customer name: CATALINA AT WINKLER

Service address: 17213 WRIGLEY CIR # AERATOR

Account number: 11246-08348

Statement date: Sep 27 2017

Next meter reading: Oct 27 2017

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
79.83	79.83 CR	0.00	0.00	56.91	\$56.91	Oct 18 2017

**Meter reading - Meter ACD7626**

Current reading 34938  
Previous reading - 34476  
kWh used 462

**Energy usage**

	Last Year	This Year
kWh this month	558	462
Service days	30	30
kWh per day	19	15

Amount of your last bill 79.83  
Payment received - Thank you 79.83 CR  
Balance before new charges \$0.00

**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**

Electric service amount	52.55**
Storm charge	0.52
Gross receipts tax	1.36
Franchise charge	2.48
<b>Total new charges</b>	<b>\$56.91</b>

**\*\*The electric service amount includes the following charges:**

Customer charge: \$10.00  
Fuel: \$13.03  
( \$0.028200 per kWh)  
Non-fuel: \$29.52  
( \$0.063890 per kWh)

**Total amount you owe \$56.91**

- Payment received after **December 19, 2017** is considered **LATE**; a late payment charge of 1% will apply.

OCT 04 2017  
Date Rec'd Rizzetta & Co., Inc.  
D/M approval Belinda Blandon Date 10/6/2017  
OCT 04 2017  
Date entered \_\_\_\_\_  
Fund 001 GL 53100 OC 4311  
Check # \_\_\_\_\_

Please have your account number ready when contacting FPL  
Customer service: 1-800-375-2434  
Outside Florida: 1-800-226-3545  
To report power outages: 1-800-4OUTAGE (468-8243)  
Hearing/speech impaired: 711 (Relay Service)  
Online at: [www.FPL.com](http://www.FPL.com)



FPL

**Catalina at Winkler Preserve CDD**

Meeting Date: October 10, 2017

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Keith Sherman	X	X
John Kirkbride	x	X
Butch Johnston	x	X
Richard Bonito	x	X
Louis Sanchez	x	X

(\*) Does not get paid

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	10:10
Meeting End Time:	11:11
Total Meeting Time:	1 hr 1 minute

Time Over \_\_\_\_\_ () Hours: \_\_\_\_\_

Total at \$175 per Hour: \_\_\_\_\_

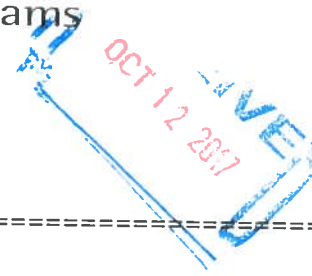
DM Signature: \_\_\_\_\_

Date Rec'd Rizzetta & Co., Inc. OCT 12 2017  
D/M approval Belinda Blandon Date 10/16/2017  
Date entered OCT 12 2017  
Fund 001 GL 51100 OC 1101  
Check # \_\_\_\_\_

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500



## STATEMENT

September 29, 2017

Catalina at Winkler Preserve CDD  
c/o Rizzetta & Company, Inc.  
9428 Camden Field Parkway  
Riverview, FL 33578

Bill Number 96262  
Billed through 08/31/2017

### General Counsel/Monthly Meeting CATCDD 00001 JLE

#### FOR PROFESSIONAL SERVICES RENDERED

08/03/17	KEM	Research status of budget, assessment and meeting schedule adoption.	0.10 hrs
08/08/17	GLP	Confer with district staff regarding agenda for August 8, 2017 board meeting; correspond with SFWMD regarding permit compliance letter; prepare for August 8, 2017 board meeting; travel to same; attend August 8, 2017 board meeting.	2.30 hrs
08/11/17	GLP	Prepare follow up from August 8, 2017 board meeting; reach out to district staff regarding SFWMD correspondence; conference call with district staff regarding same.	0.60 hrs
08/14/17	KEM	Research status of budget, assessment and meeting schedule adoption.	0.10 hrs
08/15/17	GLP	Correspond with district staff regarding termination letter to Nature's Blueprint; conference call with SFWMD regarding permit compliance; follow up with district staff regarding same.	0.60 hrs
08/16/17	APA	Review agenda and proposal from EarthBalance; prepare agreement between district and EarthBalance for preserve and hedge maintenance pursuant to proposal.	2.10 hrs
08/16/17	GLP	Confer with district staff regarding Earth Balance proposals.	0.10 hrs
08/24/17	JLE	Review project completion and deferred costs records; analyze issues regarding the same.	0.50 hrs
08/25/17	GLP	Correspond with district staff regarding proposal for preserve and hedge maintenance; review public facilities report; review follow up from August 8, 2017 board meeting.	0.20 hrs
08/30/17	GLP	Revise agreement for preserve and hedge maintenance services; confer with district staff regarding same; analyze and provide comments to minutes from August 8, 2017 board meeting; correspond with district staff regarding same; review correspondence from SFWMD regarding inspection; correspond with district staff regarding same.	2.90 hrs
08/31/17	KEM	Prepare map of preserve area.	0.30 hrs

Total fees for this matter

\$1,903.00

**DISBURSEMENTS**

Document Reproduction	92.25
Postage	6.56
Total disbursements for this matter	\$98.81

**MATTER SUMMARY**

Papp, Annie M. - Paralegal	2.10 hrs	125 /hr	\$262.50
Pierson, Greg L.	6.70 hrs	215 /hr	\$1,440.50
Earlywine, Jere L.	0.50 hrs	275 /hr	\$137.50
Ibarra, Katherine E. - Paralegal	0.50 hrs	125 /hr	\$62.50
TOTAL FEES			\$1,903.00
TOTAL DISBURSEMENTS			\$98.81

**TOTAL CHARGES FOR THIS MATTER**

---

**\$2,001.81****BILLING SUMMARY**

Papp, Annie M. - Paralegal	2.10 hrs	125 /hr	\$262.50
Pierson, Greg L.	6.70 hrs	215 /hr	\$1,440.50
Earlywine, Jere L.	0.50 hrs	275 /hr	\$137.50
Ibarra, Katherine E. - Paralegal	0.50 hrs	125 /hr	\$62.50
TOTAL FEES			\$1,903.00
TOTAL DISBURSEMENTS			\$98.81

**TOTAL CHARGES FOR THIS BILL**

---

**\$2,001.81**

**Please include the bill number on your check.**

Date Rec'd Rizzetta & Co., Inc. OCT 11 2017  
D/M approval Belinda Blandon Date 10/16/2017  
Date entered OCT 12 2017  
Fund 001 GL 51460 OC 3107  
Check# \_\_\_\_\_

Lake Masters Aquatic Weed Control, LLC.  
P.O. Box 2300  
Palm City, FL 34991  
Toll Free: 1-877-745-5729

# Invoice

DATE	INVOICE #
10/1/2017	17-08124

Bill To:

CATALINA AT WINKLER PRESERVE CDD  
C/O RIZZETTA  
9530 MARKET PLACE ROAD STE. 206  
FT. MYERS, FL 33912

susan.oraczewski@lakemasters.com	P.O. NO.	TERMS	REP	PROJECT
		Net 30	JLM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	MONTHLY SERVICE - AQUATIC WEED CONTROL	435.00	435.00
	6.00% SALES TAX	6.00%	0.00
<p>Date Rec'd Rizzetta &amp; Co., Inc. <u>OCT 02 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>10/6/2017</u> Date entered <u>OCT 04 2017</u> Fund <u>001</u> GL <u>53800</u> OC <u>4605</u> Check # _____</p>			

THIS INVOICE AND SERVICE IS FOR THE MONTH INDICATED IN THE DATE SECTION ABOVE.

**Total** \$435.00

**Payments/Credits** \$0.00

**Balance Due** \$435.00

**Rizzetta & Company, Inc.**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
10/3/2017	INV0000027335

**Bill To:**

CATALINA AT WINKLER PRESERVE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
October	Upon Receipt	00327

Description	Qty	Rate	Amount
Assessment Roll (Annual)	1.00	\$5,000.00	\$5,000.00
Date Rec'd Rizzetta & Co., Inc. <u>OCT 04 2017</u>			
D/M approval <u>Belinda Blandon</u> Date <u>10/6/17</u>			
Date entered <u>OCT 04 2017</u>			
Fund <u>001</u> GL <u>51300</u> OC <u>3111</u>			
Check # _____			
<b>Subtotal</b>			\$5,000.00
<b>Total</b>			\$5,000.00

**Rizzetta & Company, Inc.**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
10/1/2017	INV0000027440

**Bill To:**

CATALINA AT WINKLER PRESERVE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
October	Upon Receipt	00327

Description	Qty	Rate	Amount
District Management Services 3181	1.00	\$1,666.67	\$1,666.67✓
Administrative Services 3100	1.00	\$450.00	\$450.00✓
Accounting Services 3201	1.00	\$1,095.83	\$1,095.83✓
Financial & Revenue Collections 3111	1.00	\$416.67	\$416.67✓
<div style="text-align: right;">OCT 04 2017</div> <div>Date Rec'd Rizzetta &amp; Co., Inc. _____</div> <div>D/M approval <u>Belinda Blandon</u> Date <u>10/6/2017</u></div> <div>Date entered <u>OCT 04 2017</u></div> <div>Fund <u>001</u> GL <u>51300</u> OC _____</div> <div>Check # _____</div>			
<b>Subtotal</b>			\$3,629.17
<b>Total</b>			\$3,629.17

**Rizzetta Technology Services**

3434 Colwell Avenue

Suite 200

Tampa FL 33614

**Invoice**

Date	Invoice #
10/1/2017	INV0000002699

**Bill To:**

CATALINA AT WINKLER PRESERVE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Services for the month of	Terms	Client Number
October		00327

Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
<div>Date Rec'd Rizzetta &amp; Co., Inc. <u>SEP 25 2017</u> D/M approval <u>Belinda Blandon</u> Date <u>10/2/2017</u> Date entered <u>SEP 26 2017</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____</div>			
Subtotal			\$175.00
Total			\$175.00



**Classified/Legal Advertising Invoice****The Breeze Legals**

2510 DEL PRADO BLVD.

CAPE CORAL, FL

33904

(239) 574-1110

**CATALINA AT WINKLER PRESERVE CDD  
9428 CAMDEN FIELD PKWY.****RIVERVIEW, FL**

09/26/2017 2:34:10PM

**33578****No: 107914****Phone: 239 936-0913**

Ad No <b>107914</b>	Customer No: <b>L00993</b>	Start Date <b>09-27-2017</b>	Stop Date <b>09-27-2017</b>	Category: <b>Legals</b>		Classification: <b>MISCELLANEOUS</b>		
Order No	Rate: <b>LA</b>	Lines: <b>107</b>	Words: <b>357</b>	Inches: <b>10.40</b>		Cost <b>53.50</b>	Payments <b>.00</b>	Balance <b>53.50</b>
Publications ... Runs <b>Breeze Legals ... 1</b> <b>Online Legals ... 1</b>		Solicitor: <b>SM</b>	Origin: <b>17</b>	Sales Rep: <b>3</b>	Credit Card	Credit Card Number	Card Expire	
		<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;">Identifier  NOTICE OF SPECIAL PUBLIC MEETING CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT</div> <div style="text-align: right; margin-top: 20px;">Date Rec'd Rizzetta &amp; Co., Inc. <b>OCT 04 2017</b> D/M approval <u>Belinda Blandon</u> Date <b>10/6/2017</b> Date entered <b>OCT 05 2017</b> Fund <u>001</u> GL <u>51300</u> OC <u>4861</u> Check# _____</div>						
		*=Extend Expiration Date						

**CAPE CORAL BREEZE  
PUBLISHED CAPE CORAL, FLA**

**Affidavit of Publication**

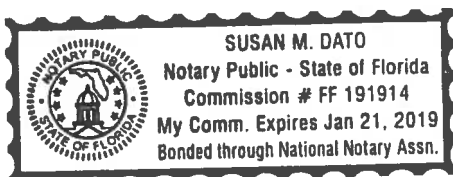
State of Florida

County of Lee

Before the undersigned authority personally appeared Jay Hill, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Notice of Special Public Meeting Catalina at Winkler Preserve Community Development District, as published in said newspaper in the issues, of September 27, 2017. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

SWORN TO AND SUBSCRIBED before me this  
September 27, 2017  
Notary Public

107914



**NOTICE OF SPECIAL PUBLIC  
MEETING  
CATALINA AT WINKLER PRE-  
SERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

The Board of Supervisors of the Catalina at Winkler Preserve Community Development District ("District") will hold a Special meeting on Tuesday, October 10, 2017, at 10:00 a.m. at the offices of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. A copy of the agenda for the meeting can be obtained from the District Office at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by phone at (239) 936-0913. Additionally, a copy of the agenda, along with any meeting materials available in an electronic format, may be obtained at [www.catalina-cdd.org](http://www.catalina-cdd.org). Items on the agenda may include, but are not limited to, District operations and maintenance activities, financial matters, capital improvements, and general administration activities.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any

Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Belinda Blandon  
District Manager  
Run Date: 09/27/2017  
107914



**Vertex Water Features**  
Floating Fountains & Lake Aeration Systems

# Invoice

7543079790

**Bill To**

Catalina at Winkler Pres CDD 0589180  
c/o Rizzetta & Company, Inc.  
3434 Colwell Ave., Suite 200  
Tampa, FL 33614  
USA

Date

Invoice #

Account #

8/31/2017

880023490

0589180

Original Date

**Ship To**

Catalina at Winkler Pres CDD  
Winkler Rd & Sumner Ave  
Ft. Myers, FL 33908  
USA

P.O. Number		Terms	Rep	
		Net 30	SW	
Quantity	Description	Price Each	Amount	
1	Fountain Cleaning Services - During contracted service replaced (1) bulb and (1) socket.	114.80	114.80	

Date Rec'd Rizzetta & Co., Inc. SEP 22 2017  
D/M approval Belinda Blandon Date 10/2/2017  
Date entered SEP 26 2017  
Fund 001 GL 53800 OC 4601  
Check # \_\_\_\_\_

Thank you for your business.  
Please make checks payable to Vertex Water Features.

**Total**

**\$114.80**

# Tab 3



October 30, 2017

Catalina at Winkler Preserve Community Development District  
c/o MBS Capital Markets, LLC  
Attn: Robbie Cox  
4890 W. Kennedy Blvd., Suite 940  
Tampa, FL 33629

Dear Robbie:

Hancock Bank, a trade name of Whitney Bank ("Hancock") is pleased to propose to you the following financing, on the general terms and conditions outlined below:

The proposed terms are as follows:

<b>BORROWER:</b>	Catalina at Winkler Preserve Community Development District
<b>LOAN AMOUNT:</b>	Not to exceed \$2,920,000
<b>LOAN TYPE:</b>	Tax-Exempt Bank Qualified Term Loan
<b>PURPOSE:</b>	Refund and defease all outstanding Special Assessment Bonds, Series 2005.
<b>REPAYMENT:</b>	Annual Principal Payments with Semi-Annual Interest Payments
<b>INTEREST RATE:</b>	Tax-exempt Bank Qualified Fixed Rate of 3.30% with a tax equivalent yield of 4.96%
<b>MATURITY:</b>	May 1, 2036
<b>COMMITMENT FEE:</b>	75 bps of Loan Amount
<b>COLLATERAL:</b>	Pledge of Non-Advalorem special assessments on 277 assessable units within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessments or, if applicable, from the issuance and sale of tax certificates with respect to such assessments.

<b>DEPOSIT RELATIONSHIP:</b>	Borrower to maintain its primary operating accounts with Hancock for the term of the Loan, so long as Hancock's fees remain competitive with market fees.
<b>TRUSTEE RELATIONSHIP:</b>	Borrower agrees to utilize Hancock Bank Corporate Trust as the Trustee for the term of the Loan and shall effectuate such documentation as necessary to amend the existing Master Trust Indenture to account for such.
<b>GUARANTOR:</b>	N/A
<b>PREPAYMENT PENALTY:</b>	The Loan may be repaid without penalty in whole or in part prior to stated maturity date at the option of the Borrower.
<b>FINANCIAL COVENANTS:</b>	Borrower is required to maintain in a separate Reserve Fund at least 30% of Maximum Annual Debt Service to be monitored quarterly and tested annually.
<b>ADDITIONAL COVENANTS AND CONDITIONS:</b>	<p>Receipt and satisfactory review by Hancock Bank-engaged legal counsel of the legal documentation provided by the Bond Counsel engaged in this transaction. Bond Counsel Opinion to include, among other required information, that the form of the proposed Bonds (Series 2017 Bonds) are regular and proper to include an opinion as to tax exemption and enforceability.</p> <p>Receipt and satisfactory review of the Supplemental Drafts to the Master Trust Indenture for the proposed refunding (Series 2017 Bonds). The Supplemental Drafts to the Master Trust Indenture will mirror, in all material aspects, the covenants, requirements, agreements, remedies, etc. of the existing Master Trust Indenture with no material deviation that will negatively affect the position of Hancock Bank.</p> <p>Receipt and satisfactory review of the Series 2017 Bonds Report utilizing the agreed upon terms (loan amount, interest rate, payment schedule, etc.)</p>
<b>FINANCIAL REPORTING:</b>	<p>On an annual basis, within 270 days of the Fiscal year end, a copy of the audited financial statements for the Borrower.</p> <p>On a quarterly basis, within 45 days of Quarter end, a copy of the Statement for the Debt Reserve Account for the Borrower.</p> <p>On annual basis, within 90 days of the Fiscal year end, a copy of an internally prepared financial statement for the Borrower.</p> <p>Failure to provide the financial statements and reports as provided in the preceding paragraphs, after three (3) Business Days' written notice</p>

to the District, the District Manager and Counsel to the District, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure Hancock may enforce the provisions of this section by action in mandamus or for specific performance, to compel performance of the District's financial reporting obligations under this section. A Financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

**COSTS:** Standard and reasonable costs related to this loan transaction are the responsibility of the Borrower.

**TAX EXEMPT STATUS:** In the event this Loan is deemed to no longer be tax exempt, then in such event Borrower shall also pay to Hancock, at the time such interest is paid, all additional amounts which Hancock specifies as necessary to preserve the after-tax yield (not to exceed 4.96%) Hancock would have received at each interest payment date had the loan remained tax exempt. In the event of a default, the interest rate will not exceed 4.96%.

The Borrower agrees to pay, and indemnify Hancock with respect to, any present or future stamp or documentary taxes, or any other excise or property taxes, charges or similar levies which arise from any payment made under this Loan or from the execution, delivery or registration of, or otherwise with respect to, this Loan or any agreement or instrument required by, or executed or delivered in connection with, this Loan.

This letter is not a commitment to lend, either expressed or implied, and does not impose any obligation on Hancock to issue a commitment or to make the Loan. The terms and conditions outlined herein are not all-inclusive, but merely reflect the parties' discussions to date and are subject to change upon receipt of all requested information. The issuance of a commitment to make the Loan is subject to full underwriting, due diligence, documentation and approval.

Following your review of the above, please call me at (941) 714-3323 or email [Andres.Rincon@hancockwhitney.com](mailto:Andres.Rincon@hancockwhitney.com), with any questions or comments you may have prior to your decision.

Kindly execute a copy of this letter and return it to my attention at Hancock Bank, 4770 S.R. 64 East, Bradenton, FL 34208 by November 13, 2017.

Thank you for allowing us the opportunity to provide this loan proposal letter to you. We look forward to working with you.

Sincerely,



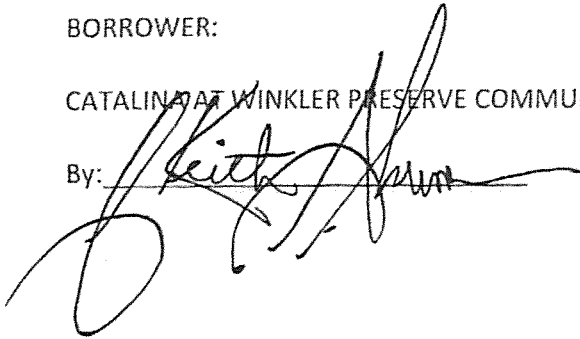
Andres Rincon  
Senior Vice President

Accepted on this 7<sup>th</sup> day of November, 2017.

BORROWER:

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

By:





# Tab 4



Rizzetta & Company

# **Catalina at Winkler Preserve Community Development District**

## **Preliminary Supplemental Special Assessment Allocation Report**

Special Assessment Refunding Bonds,  
Series 2017

12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625  
[www.rizzetta.com](http://www.rizzetta.com)

December 6, 2017

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## I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of a refunding and defeasance of bonds by the Catalina at Winkler Preserve Community Development District (“District”), a local unit of special purpose government established in accordance with Chapter 190, Florida Statutes. The District proposes to issue Special Assessment Refunding Bonds, Series 2017 (the “Series 2017 Bonds”), and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments expected to be levied by the District in connection with the transaction.

## II. DEFINED TERMS

**“2005 Report”** – The Final Special Assessment Allocation Report dated December 15, 2005, which specified the allocation methodology to be used for the District’s Series 2005 Assessments.

**“District”** – The Catalina at Winkler Preserve Community Development District.

**“Indenture”** – The District’s Second Supplemental Trust Indenture dated December 1, 2017.

**“Series 2005 Assessments”** – Special assessments levied to secure the District’s Series 2005 Bonds.

**“Series 2005 Bonds”** – \$3,560,000 Catalina at Winkler Preserve Community Development District Special Assessment Bonds, Series 2005.

**“Series 2005 Project”** – The District’s public infrastructure program funded in part with the proceeds of the Series 2005 Bonds, and as described in the Engineer’s Report dated October 18, 2005, as revised November 21, 2005.

**“Series 2017 Assessments”** – Special assessments that will secure repayment of the District’s Series 2017 Bonds.

**“Series 2017 Bonds”** – \$3,005,000 (estimated maximum) Catalina at Winkler Preserve Community Development District Special Assessment Refunding Bonds, Series 2017.

## III. DISTRICT INFORMATION

The District was established pursuant to Lee County Ordinance #05-16 which became effective on September 19, 2005. The District contains approximately 111.3 +/- acres on which ultimately 282 residential units have been developed, with five units subsequently being pre-paid. See Table 1 for a detail of the number of lots currently encumbered with Series 2005 Assessments.



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#### **IV. SERIES 2005 PROJECT**

There are no changes to the Series 2005 Project associated with this refunding, as the Series 2005 Project was previously deemed complete on August 18, 2010 pursuant to Resolution 2010-05.

#### **V. SERIES 2017 BONDS AND ASSESSMENTS**

The Series 2005 Bonds are currently outstanding in the principal amount of \$2,795,000. In order to take advantage of market conditions, the District intends to refund and defease the Series 2005 Bonds with proceeds of new Series 2017 Bonds, repayment of which will be secured by the Series 2017 Assessments. The District anticipates issuing the Series 2017 Bonds in the estimated maximum amount of \$3,005,000 which would result in a slight principal increase per unit.

The Series 2017 Bonds are anticipated to be issued in the estimated maximum par amount of \$3,005,000 with an estimated maximum annual debt service (MADS) amount of \$215,933. The bond proceeds will be combined with available funds on-hand to make the required escrow deposits associated with the defeasance of the Series 2005 Bonds, with the remainder being used to fund a deposit to the debt service reserve account for the Series 2017 Bonds and the associated issuance costs. Detailed estimated sources and uses of the funds associated with the Series 2017 Bonds can be found on Table 2. The Series 2017 Assessments will be imposed in the estimated maximum initial principal amount of \$3,005,000 and will be structured in order to satisfy the District's debt service obligations for the Series 2017 Bonds. Because these assessments are normally collected via the Lee County tax bill process, the assessments have been augmented to allow for Lee County early payment discounts, which have been estimated at 4% for purposes of this report. See Table 3 for detailed estimated financing information on the Series 2017 Assessments.

The sale of the Series 2017 Bonds will be accomplished through a private placement of the Series 2017 Bonds to a single purchaser. In the event that the Series 2017 Bonds lose their tax-exempt status or an event of default occurs, the District is required to pay a higher rate of interest, not to exceed 4.96%, to the bondholder in accordance with the terms of the Indenture. Therefore, the assessment lien securing the Series 2017 Bonds includes the obligation to pay assessments corresponding to this higher interest rate in the event the Series 2017 Bonds lose their tax-exempt status.

#### **VI. SERIES 2017 ASSESSMENT ALLOCATION**

The District will secure repayment of the Series 2017 Bonds with the Series 2017 Assessments, as contemplated under Florida Statutes, Chapters 170, 197, and 190. Unlike property taxes, which are *ad valorem* in nature, a community development district may levy special assessments under Florida Statute only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. These special benefits are specific to lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the



general public may enjoy. A District must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit enjoyed by that parcel. The District typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

Pursuant to District Resolution 2006-07, the District's Board of Supervisors determined in relevant part that 1) the Series 2005 Project conferred special benefit upon the parcels to be encumbered with Series 2005 Assessments and 2) that the proposed allocation of Series 2005 Assessments, as specified in the 2005 Report, was fair and reasonable. As stated above, the Series 2005 Project is now complete, and there are no changes associated with this refunding. As such, the District's previous determination of special benefit is still valid.

The Series 2017 Assessments will be allocated among the 277 units currently subject to the Series 2005 Assessments using the same methodology found in the 2005 Report. See Table 4 for the allocation of these assessments. Additionally, if any of the lands subject to Series 2017 Assessments are replatted, the true-up provisions from the 2005 Report and associated resolutions will apply.

The Series 2017 Preliminary Assessment Roll can be found on page A-4.

## **VII. PREPAYMENT OF SERIES 2017 ASSESSMENTS**

The Series 2017 Assessments encumbering a parcel may be prepaid in full at anytime, without penalty, together with interest at the rate on the Series 2017 Bonds to the Interest Payment Date (as defined in the Indenture) that is more than forty-five (45) days next succeeding the date of prepayment or on such other terms set forth in the Indenture. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

## **VIII. ADDITIONAL STIPULATIONS**

All provisions of the Modifications and Revisions section of the 2005 Report remain in full force and effect. To the extent any provisions of the 2005 Report conflict with this Supplemental Report, the provisions of this report shall prevail. Certain financing and development data was provided by members of District staff and professionals retained in connection with the financing. The allocation methodology described herein was based on information regarding the underlying bond transaction provided by those professionals. Rizzetta & Company makes no representation regarding said transaction beyond restatement of the factual information necessary for compilation of this report, except for information incidental to the transaction which was provided by Rizzetta & Company. For



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additional information about the Series 2017 Bond structure and related items, please refer to the Indenture.

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



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**EXHIBIT A:**

**PRELIMINARY ALLOCATION METHODOLOGY**



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**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017**

**TABLE 1: PRODUCT MIX**

<u>Product</u>	<u>Current Series 2005 Units <sup>(1)</sup></u>
Single Family	277
	<u>277</u>

(1) Reflects 5 prepayments.

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017**

**TABLE 2: FINANCING INFORMATION - SERIES 2017 BONDS**

Final Maturity	May 1, 2036
Average Coupon Rate	3.300%
Maximum Annual Debt Service (MADS)	\$215,933

**SOURCES:**

<b>MAXIMUM PAR AMOUNT</b>	<b><u>\$3,005,000</u></b>
Revenue Account	<u>\$134,000</u>
Total Net Proceeds	\$3,139,000

**USES:**

Cash Deposit	(\$2,884,062)
Cost of Issuance	(\$162,788)
Debt Service Reserve (30% of MADS)	(\$64,780)
Contingency	(\$25,000)
Rounding	<u>(\$2,371)</u>
Total Uses	(\$3,139,000)

Source: District Placement Agent

**TABLE 3: FINANCING INFORMATION - SERIES 2017 ASSESSMENTS**

Average Interest Rate	3.300%
<b>Maximum Initial Principal Amount</b>	<b>\$3,005,000</b>
Estimated Net Annual Installment	\$215,933 (1)
Maximum Early Payment Discounts	4.00% <u>\$8,997 (2)</u>
Total Annual Installment	\$224,930

(1) Based on MADS for the Series 2017 Bonds.

(2) May vary as provided by law.

Source: District Placement Agent

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017**

**TABLE 4: ASSESSMENT ALLOCATION - ESTIMATED SERIES 2017 ASSESSMENTS <sup>(1)</sup>**

<b>PRODUCT</b>	<b>UNITS <sup>(2)</sup></b>	<b>PRODUCT TOTAL PRINCIPAL <sup>(3)</sup></b>	<b>PER UNIT PRINCIPAL <sup>(3)</sup></b>	<b>PRODUCT ANNUAL INSTLMT. <sup>(4)</sup></b>	<b>PER UNIT ANNUAL INSTLMT. <sup>(4)</sup></b>	<b>SERIES 2005 REMAINING PRINCIPAL <sup>(3)</sup></b>	<b>SERIES 2005 ANNUAL INSTLMT. <sup>(4)</sup></b>
Single Family	277	\$3,005,000	\$10,848	\$224,930	\$812	\$10,142	\$914
<b>TOTAL:</b>	<b>277</b>	<b>\$3,005,000</b>		<b>\$224,930</b>			

(1) Allocation of Series 2017 Refunding Assessments based on existing methodology in the 2005 Report.

(2) Units currently encumbered by Series 2005 Assessments.

(3) Assumes payment of final Series 2005 annual installment.

(4) Includes estimated Lee County early payment discounts, which may fluctuate.

**Estimated Annual Savings Per Unit**

	<b><u>% per year</u></b>	<b><u>\$ per year</u></b>
Single Family	11.19%	\$102

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.0010	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0020	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0030	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0040	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0050	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0060	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0070	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0080	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0090	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0100	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0110	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0120	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0130	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0140	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0150	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0160	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0170	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0180	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0190	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0200	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0210	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0220	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0230	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0240	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0250	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0260	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0270	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0280	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0290	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0300	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0310	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0320	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0330	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0340	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0350	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0360	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0370	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0380	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0390	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.0400	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0410	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0430	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0440	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0450	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0460	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0470	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0480	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0490	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0500	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0510	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0520	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0530	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0540	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0550	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0560	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0570	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0580	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0590	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0600	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0610	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0620	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0630	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0640	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0650	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0660	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0670	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0680	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0690	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0700	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0710	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0720	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0730	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0740	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0750	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0760	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0770	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0780	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0800	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.0810	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0820	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0830	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0840	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0850	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0860	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0870	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0880	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0890	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0900	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0910	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0920	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0930	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0940	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0950	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0960	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0970	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0980	SF	\$10,848.38	\$812.02
10-46-24-11-00000.0990	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1000	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1010	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1020	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1030	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1040	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1050	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1060	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1070	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1080	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1090	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1100	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1110	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1120	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1130	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1140	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1150	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1160	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1170	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1180	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1190	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.1200	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1210	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1220	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1230	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1240	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1250	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1260	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1270	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1280	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1290	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1300	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1310	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1320	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1330	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1340	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1350	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1360	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1370	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1380	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1390	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1400	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1410	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1420	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1430	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1440	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1450	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1460	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1470	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1480	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1490	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1500	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1510	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1520	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1530	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1540	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1550	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1560	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1570	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1580	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.1590	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1600	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1610	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1620	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1630	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1640	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1650	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1660	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1670	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1680	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1690	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1700	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1710	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1720	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1730	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1740	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1750	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1760	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1770	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1780	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1790	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1800	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1810	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1820	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1830	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1840	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1850	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1860	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1870	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1880	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1890	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1910	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1920	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1930	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1940	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1950	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1960	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1970	SF	\$10,848.38	\$812.02
10-46-24-11-00000.1980	SF	\$10,848.38	\$812.02



**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.1990	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2000	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2010	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2020	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2030	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2040	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2050	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2060	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2070	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2080	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2090	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2100	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2110	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2120	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2130	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2140	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2150	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2160	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2170	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2180	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2190	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2200	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2210	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2220	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2230	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2240	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2250	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2260	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2270	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2280	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2290	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2300	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2310	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2330	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2340	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2360	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2370	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2380	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2390	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.2400	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2410	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2420	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2430	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2440	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2450	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2460	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2470	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2480	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2490	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2500	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2510	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2520	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2530	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2540	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2550	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2560	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2570	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2580	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2590	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2600	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2610	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2620	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2630	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2640	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2650	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2660	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2670	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2680	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2690	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2700	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2710	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2720	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2730	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2740	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2750	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2760	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2770	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2780	SF	\$10,848.38	\$812.02

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
2017 ASSESSMENT LIEN ROLL**

<b>STRAP</b>	<b>LU</b>	<b>SERIES 2017 REMAINING PRINCIPAL<sup>(1)</sup></b>	<b>SERIES 2017 DEBT SERVICE</b>
10-46-24-11-00000.2790	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2800	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2810	SF	\$10,848.38	\$812.02
10-46-24-11-00000.2820	SF	\$10,848.38	\$812.02
		<b>\$3,005,000.00</b>	<b>\$224,929.69</b>

<sup>(1)</sup> For informational purposes only. Please contact the District Manger for a formal payoff

## RESOLUTION 2018-02

**A RESOLUTION OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS REGARDING, AMONG OTHER THINGS, THE REFINANCING OF THE DISTRICT'S ORIGINAL BONDS AND IMPOSITION OF REFINANCED ASSESSMENTS; CONFIRMING THE DISTRICT'S PROJECT AND SETTING FORTH THE COST OF THE SAME; ADDRESSING DEFERRED COSTS; ADOPTING AN ASSESSMENT REPORT FOR THE REFINANCED ASSESSMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING REFINANCED ASSESSMENTS; ADDRESSING THE FINALIZATION OF THE REFINANCED ASSESSMENTS; ADDRESSING THE PAYMENT OF THE REFINANCED ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF REFINANCED ASSESSMENTS; ADDRESSING GOVERNMENT PROPERTY; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### **RECITALS**

**WHEREAS**, the Catalina at Winkler Preserve Community Development District ("**District**") is a local unit of special-purpose government established by ordinance of the Board of County Commissioners in and for Lee County, Florida, and existing under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended; and

**WHEREAS**, the District has previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District previously issued its Special Assessment Bonds, Series 2005, in the par amount of \$3,560,000 ("**Original Bonds**") and levied special assessments to secure the Original Bonds ("**Original Assessments**"); and

**WHEREAS**, the District has determined that it is in the best interest of, and advantageous to, the District and its residents to refund the Original Bonds in order to reflect the current economic environment and take advantage of interest rate savings; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER**

**PRESERVE COMMUNITY DEVELOPMENT DISTRICT AS  
FOLLOWS:**

1. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board of Supervisors (“**Board**”) as true and correct statements; and are further declared to be findings made and determined by the Board.

2. **FINDINGS.** The Board further finds and determines as follows:

***The Original Bonds and Original Assessments***

- a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management, wetland mitigation, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and
- b. Pursuant to Resolution 2006-07, adopted on December 15, 2005, the District determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District’s infrastructure improvements (“**Project**”); and
- c. The Project is described the *Engineer’s Report*, dated October 18, 2005, as revised November 21, 2005 (“**Engineer’s Report**”), which Engineer’s Report was adopted as part of Resolution 2006-07 (and incorporated herein by this reference); and
- d. The plans and specifications for the Project are on file in the offices of the District Manager at c/o Rizzetta and Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, and the District’s local office (together, “**District Records Office**”); and
- e. The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*; and
- f. On December 16, 2005, and as previously referenced, the District issued its Original Bonds in order to finance all or a portion of the Project and levied the Original Assessments in order to secure the payment of debt service on the Original Bonds; and

- g. On August 18, 2005, the District adopted Resolution 2010-05 declaring the District's Project complete; and
- h. The supplemental trust indenture for the Original Bonds provided for the payment of "Deferred Costs," which was defined as "the Costs of the Series 2005 Project which have not been paid from the Series 2005 Acquisition and Construction Account . . .;" and
- i. As a condition to the issuance of the Refinanced Bonds (hereinafter defined), the District has obtained a release of any "Deferred Costs" obligations, in the form attached hereto as **Exhibit B**; and

### ***The Refinanced Bonds and Refinanced Assessments***

- j. The District is authorized by Section 190.016, *Florida Statutes*, among other provisions of Florida law, to issue bonds to provide for the retirement or refunding of any bonds or obligations of the District, and to secure any refunding bonds with special assessments; and
- k. On October 10, 2017, and in order to take advantage of interest rate savings, the Board adopted Resolution 2018-01, declaring the District's intention to "refinance" the Original Bonds by issuing new special assessment refunding bonds in one or more series ("**Refinanced Bonds**"); and
- l. Also pursuant to Resolution 2018-01, the District determined to secure the Refinanced Bonds through a revised levy of special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* ("**Refinanced Assessments**"); and
- m. Resolution 2018-01 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- n. As directed by Resolution 2017-3, said Resolution 2017-3 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 Secretary of the Board; and
- o. As directed by Resolution 2017-3, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*; and
- p. As required by Section 170.07, *Florida Statutes*, the Board adopted Resolution 2018-01 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (1) the propriety and advisability of issuing the Refinanced Bonds and levying the Refinanced Assessments, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefitted property or parcel, and provided for publication

of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*; and

- q. Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*, and affidavits as to such publications and mailings are on file in the office of the Secretary of the Board; and
- r. The Project, the levying of the Refinanced Assessments and the sale, issuance or utilization of such Refinanced Bonds serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and

***Equalization Board Additional Findings***

- s. On December 6, 2017, at the time and place specified in Resolution 2018-01, the Board met as an equalization board and heard and considered all complaints and testimony as to the matters described herein; and
- t. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and
- u. Having considered the estimated costs of the refinancing, and all comments and evidence presented at such public hearing, the Board further finds and determines:
  - i. that the total cost of the completed Project is as set forth in Resolutions 2006-07 and 2010-05 and the attachments thereto, and the total cost for the refinancing of the Project is as set forth in **Exhibit A**; and
  - ii. it is reasonable, proper, just and right to assess the cost of the Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Supplemental Special Assessment Allocation Report* dated October 10, 2017 (as revised December 6, 2017) (attached hereto as **Exhibit A** and incorporated herein by this reference), which results in the Refinanced Assessments set forth on the final assessment roll; and
- i. as noted in **Exhibit A**, and as indicated in the mailed and published notices issued pursuant to Section 170.07, *Florida Statutes*, the Refinanced Assessments include the obligation to pay assessments to fund principal, interest, collection costs, penalties, and, in the event the Refinanced Bonds lose their tax exempt status, and in an amount not to exceed a maximum interest rate of 4.96%, such additional interest necessary to preserve the after-tax yield a bondholder would have received at each interest payment date had the Refinanced Bonds remained tax exempt; and

- iii. it is hereby declared that the Project will continue to constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Refinanced Assessments thereon when allocated as set forth in **Exhibit A**; and
- iv. it is in the best interests of the District that the Refinanced Assessments be paid and collected as herein provided.

3. **CONFIRMING THE DISTRICT'S PROJECT AND SETTING FORTH THE COSTS OF THE SAME.** As indicated in Resolution 2010-05, and the August 18, 2005 "Certificate of District Engineer," the Project has been completed at a cost of at least \$5,272,495.

4. **ADDRESSING DEFERRED COSTS.** As a condition to the issuance of the Refinanced Bonds, the District has obtained a certificate in the form attached hereto as **Exhibit B** and confirming that no Deferred Costs are due and owing to the developer.

5. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF REFINANCED ASSESSMENTS.**

- a. ***Levy and Imposition of Refinanced Assessments.*** The Refinanced Assessments on the parcels specially benefitted by the Project, are hereby equalized, approved, confirmed and levied consistent with **Exhibit A**, and such Refinanced Assessments shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. That said, the lien embodied in Resolutions 2006-04, 2006-05, and 2006-07 shall remain in full force and effect until such time as the Refinanced Bonds shall be issued and thereafter shall continue for the benefit of the holder of the Original Bonds as provided by Section 190.016(7), *Florida Statutes* and as modified by this Resolution. Upon becoming effective, the Refinanced Assessments, as reflected in **Exhibit A**, shall be recorded by the Secretary in the District's Improvement Lien Book.
  - i. As noted above, the Refinanced Assessments include the obligation to pay assessments to fund principal, interest, collection costs, penalties, and, in the event the Refinanced Bonds lose their tax exempt status, and in an amount not to exceed a maximum interest rate of 4.96%, such additional interest necessary to preserve the after-tax yield a bondholder would have received at each interest payment date had the Refinanced Bonds remained tax exempt. In the event of a default, the interest rate may also be adjusted not to exceed 4.96%.
- b. ***Adjustments to Debt Assessments.*** In the event the issuance of the Refinanced Bonds by the District would result in a further decrease in the Refinanced Assessments different from what is presented in **Exhibit A**, then the District shall



by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease. The District may make any acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.

- c. ***Supplemental Assessment Resolution.*** Upon obtaining final pricing information for the Refinanced Bonds, the District shall adopt a supplemental assessment resolution at a duly noticed meeting of the District and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to the bonds, which amount shall be consistent with the lien imposed by this Resolution.

**6. FINALIZATION OF SPECIAL ASSESSMENTS; PROJECT COMPLETION.** As noted herein, and pursuant to Resolution 2010-05, the Project has been previously declared complete within the meaning of the applicable trust indenture, and under Sections 170.08, and 170.09, *Florida Statutes*.

**7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

- a. ***Payment.*** The Refinanced Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of the Refinanced Bonds, may be paid in not more than thirty (30) total, substantially equal consecutive annual installments of principal and interest (but taking into account any annual installments previously made for the Original Assessments), provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.
- b. ***Prepayment.***
  - i. Prior to the Refinanced Assessments becoming effective, Landowners may pre-pay the Original Assessments in full on or before December 11, 2017. (Note that certain of such prepayments may or may not be reflected in **Exhibit A** at the time of the adoption of this Resolution.)
  - ii. After December 11, 2017, and subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Refinanced Assessments may, at its option, pre-pay the entire amount of the Refinanced Assessment any time, or a portion of the amount of the Refinanced Assessment up to two times, plus accrued interest to the next

succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Refinanced Assessments in question)), attributable to the property subject to Refinanced Assessment owned by such owner. Prepayment of Refinanced Assessments does not entitle the property owner to any discounts for early payment. If authorized by a supplemental assessment resolution, the District may grant a discount equal to all or a part of the payee's proportionate share of the cost of the Project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the Project, upon payment in full of any Refinanced Assessment during such period prior to the time such financing costs are incurred as may be specified by the District.

- c. ***Uniform Method; Alternatives.*** The District may elect to use the method of collecting the Refinanced Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (“**Uniform Method**”). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Refinanced Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Refinanced Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Refinanced Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Refinanced Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Refinanced Assessments. The decision to collect Refinanced Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Refinanced Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. All of the foregoing shall be subject to the specific collection terms set forth in the applicable trust indentures securing the Refinanced Bonds.
- d. ***Uniform Method Agreements Authorized.*** For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Lee County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

**8. ALLOCATION OF SPECIAL ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.** As noted in **Exhibit A**, the Refinanced Assessments require the payment of certain true-up amounts in the event that fewer than the originally planned number of

residential units is developed. Here, the lands within the District have been fully platted, with all planned units having been developed. That said, in the event of a replat of any lands within the District, the District reserves the right to reallocate the Refinanced Assessments and require true-up payments consistent with the provisions of **Exhibit A**.

**9. GOVERNMENT PROPERTY.** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Refinanced Assessments without specific consent thereto. If at any time, any real property on which Refinanced Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Refinanced Assessments thereon), or similarly exempt entity, all future unpaid Refinanced Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Lee County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**11. 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.

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

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

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**Exhibit A:** *Supplemental Special Assessment Allocation Report* dated October 10, 2017 (as revised December 6, 2017)

**Exhibit B:** Form of Deferred Costs Release

## Exhibit A

## Exhibit B

## ACKNOWLEDGMENT AND RELEASE

This Acknowledgment and Release ("**Acknowledgement and Release**") is made by and between:

**D.R. HORTON, INC.**, a Delaware corporation with a principal address of 301 Commerce Street, Suite 500, Fort Worth, Texas 76102, authorized to do business in the State of Florida, on behalf of itself and its parents, subsidiaries and affiliates, successors and assigns (together, "**Developer**"), and

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, on behalf of itself and its successors and assigns (together, "**District**").

## RECITALS

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Lee County, Florida, effective September 19, 2005, for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District, as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, on December 16, 2005, the District issued its \$3,560,000 Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Bonds, Series 2005 ("**Series 2005 Bonds**"); and

**WHEREAS**, in connection with the issuance of the Series 2005 Bonds, the District adopted an *Engineer's Report*, dated October 18, 2005, as revised November 21, 2005, which set forth the District's capital improvement plan and included utilities, water management systems, and environmental features ("**Project**" or "**Series 2005 Project**"); and

**WHEREAS**, the Master Trust Indenture and First Supplemental Trust Indenture, both dated December 1, 2005, and entered into between the District and Wachovia Bank, National Association, as Trustee, in connection with the issuance of the Series 2005 Bonds (together, "**Trust Indenture**"), allow for the use of bond proceeds to construct and/or acquire the Project; and

**WHEREAS**, pursuant to the Trust Indenture, among other documents relating to the Series 2005 Bonds, the Developer is entitled to payment of "**Deferred Costs**," which represent "Costs of the Project which have not yet been paid from the proceeds of the Bonds . . .;" and

**WHEREAS**, on August 18, 2010, the District adopted Resolution 2010-05 and in doing so declared the District's Series 2005 Project complete; and

**WHEREAS**, Section 5 of Resolution 2010-05 recognized that there were at least \$300,000 in "Deferred Costs" due and owing to the Developer, and, on August 18, 2010, the Developer executed an Acknowledgment and Release (authorized by Resolution 2010-05) whereby the Developer agreed that "the total amount of Deferred Costs potentially due to the Developer under the Indenture and Acquisition Agreement equals no more than \$300,000;" and

**WHEREAS**, the District has previously remitted a portion of the Deferred Costs due and owing to the Developer in the amount of approximately \$11,677, leaving \$288,323 in Deferred Costs that are due and owing to the Developer, to the extent such monies are available under the Trust Indenture; and

**WHEREAS**, the Trust Indenture has limited monies available to pay Deferred Costs, including the District's Series 2005 Debt Service Reserve Account which presently includes \$100,336 and the Deferred Costs Subaccount within the Series 2005 Acquisition and Construction Account which presently includes \$2,901; and

**WHEREAS**, the District is in the process of refinancing the Series 2005 Bonds by issuing its Capital Improvement Revenue Refunding Bonds, Series 2017 ("**Series 2017 Refunding Bonds**") and, in connection with such refunding, desires to obtain an acknowledgement and release from the Developer certifying that there are no additional amounts due in connection with the acquisition of the Project and waiving any future claims for payment; and

**WHEREAS**, in consideration for the payment of **Fifty Eight Thousand Dollars and No Cents (\$58,000.00)** ("**Settlement Amount**") at the time of closing on the Series 2017 Refunding Bonds, as opposed to receiving Deferred Costs over time, the Developer is agreeable to providing a release of any claim to Deferred Costs or other amounts owed in connection with the Series 2005 Project;

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, and an additional sum of Ten Dollars, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Acknowledgement and Release.

**2. PAYMENT OF SETTLEMENT AMOUNT; ACKNOWLEDGMENT AND RELEASE OF DEFERRED COSTS OBLIGATION.**

**a.** Upon closing on the Series 2017 Refunding Bonds, or as shortly thereafter as is reasonably practicable, the District shall remit the Settlement Amount to the Developer in accordance with the Trust Indenture and this Acknowledgment and Release.

**b.** Notwithstanding any other agreements that may exist between the Developer and the District, the Developer and District hereby acknowledge that, upon payment of the Settlement Amount to the Developer, there are no further Deferred Costs or other amounts due and owing to the Developer for work product, infrastructure, or land conveyance, or any other acquisition related to the Series 2005 Project and/or the Series 2005 Bonds (or Series 2017 Refunding Bonds), and regardless whether under the Trust Indenture, the *Agreement by and between the Catalina at Winkler Preserve Community Development District and D.R. Horton, Inc., Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, or any other agreement or document relating to the Series 2005 Bonds or Series 2005 Project. Accordingly, upon such payment, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other acquisition related to the Series 2005 Project and/or the Series 2005 Bonds (or Series 2017 Refunding Bonds); certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of Deferred Costs or other amounts due and owing related to the Series 2005 Project and/or the Series 2005 Bonds (or Series 2017 Refunding Bonds).

**3. EXECUTION IN COUNTERPARTS.** This Acknowledgement and Release may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**4. EFFECTIVENESS.** The releases contained herein shall take effect upon execution of this Acknowledgement and Release.

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[SIGNATURE PAGE FOR ACKNOWLEDGMENT AND RELEASE]

ATTEST

James Ratz  
James Ratz  
[print name]

**D.R. HORTON, INC.**

Jonathon Pentecost  
By: [print name]  
Division President  
Its: [print title]

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of October, 2017, by Jonathon Pentecost of D.R. Horton, Inc., who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.



**Ashley Koza**  
COMMISSION # FF182842  
EXPIRES: December 11, 2018  
WWW.AARONNOTARY.COM

Notary Public, State of Florida  
Print Name: Ashley Koza  
Commission No.: FF182842  
My Commission Expires: 12/11/18

[SIGNATURE PAGE FOR ACKNOWLEDGMENT AND RELEASE]

ATTEST

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[print name]

\_\_\_\_\_  
By: \_\_\_\_\_  
[print name]

Its: \_\_\_\_\_  
[print title]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ of **Catalina at Winkler Preserve Community Development District**, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Tab 5

**RESOLUTION NO. 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$3,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT (LEE COUNTY, FLORIDA) SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2017 (THE "SERIES 2017 BONDS") FOR THE PRIMARY PURPOSE OF REFUNDING ALL OF ITS OUTSTANDING CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT (LEE COUNTY, FLORIDA) SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2005 (THE "REFUNDED BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2017 BONDS; DETERMINING THE NEED FOR A NEGOTIATED SALE OF THE SERIES 2017 BONDS AND PROVIDING FOR A DIRECT PLACEMENT OF SUCH BONDS WITH WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK, DOING BUSINESS AS HANCOCK BANK ("HANCOCK BANK"); RATIFYING THE EXECUTION AND DELIVERY OF A COMMITMENT LETTER; APPOINTING MBS CAPITAL MARKETS, LLC, AS PLACEMENT AGENT FOR THE SERIES 2017 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE WITH RESPECT TO THE SERIES 2017 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT WITH RESPECT TO THE REFUNDED BONDS; APPOINTING U.S. BANK, NATIONAL ASSOCIATION AS ESCROW AGENT; APPOINTING HANCOCK BANK AS SUCCESSOR TRUSTEE UNDER THE TERMS OF THE MASTER TRUST INDENTURE AS SUPPLEMENTED BY THE SECOND SUPPLEMENTAL TRUST INDENTURE; PROVIDING FOR THE APPLICATION OF BOND PROCEEDS AND CERTAIN OTHER MONEYS TO DEFEASE AND REDEEM OR PAY AT MATURITY THE REFUNDED BONDS; DIRECTING THE CALL FOR REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE PROPER OFFICIALS TO TAKE ALL ACTIONS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2017 BONDS AND THE DEFEASANCE AND REDEMPTION OR PAYMENT AT MATURITY OF THE REFUNDED BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Catalina at Winkler Preserve Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes,

as amended (the "Act"), by Ordinance No. 05-16 enacted by the Board of County Commissioners of Lee County, Florida on September 19, 2005 (the "County"); and

**WHEREAS**, the premises governed by the District are described more fully in Exhibit A to the Master Indenture (hereinafter defined), are herein referred to as the "District Lands," and consist of approximately 111 acres of land located entirely within the unincorporated area of the County; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and for the benefit of the District Lands; and

**WHEREAS**, the District has heretofore undertaken the planning, financing, acquisition, construction, reconstruction, and installation of certain infrastructure improvements consisting of, among other things, a master stormwater/surface water management system, a water distribution system and a wastewater collection system pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture); and

**WHEREAS**, the District has heretofore issued \$3,560,000 in aggregate principal amount of Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Bonds, Series 2005 (the "Series 2005 Bonds") for the primary purpose of financing a portion of the costs of the Series 2005 Project (as described in the hereinafter defined First Supplemental Indenture), pursuant to that certain Master Trust Indenture dated as of December 1, 2005 (the "Master Indenture"), as supplemented by the First Supplemental Trust Indenture, dated as of December 1, 2005 (the "First Supplemental Indenture"), each between the District and Wachovia Bank, National Association, as trustee, succeeded in trust by U.S. Bank National Association (the "Prior Trustee"); and

**WHEREAS**, \$2,800,000 in aggregate principal amount of Series 2005 Bonds are currently outstanding (the "Refunded Bonds"); and

**WHEREAS**, the District desires to authorize the issuance of not exceeding \$3,000,000 aggregate principal amount of Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 (the "Series 2017 Bonds") the proceeds of which, together with other legally available funds, will be used to: (i) currently refund all the Refunded Bonds; (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; and (iii) make a deposit into the Series 2017 Debt Service Reserve Account; and

**WHEREAS**, the District desires to appoint MBS Capital Markets, LLC (the "Placement Agent") to act as placement agent for the Series 2017 Bonds; and

**WHEREAS**, the District has executed the commitment letter dated November 20, 2017 (the "Commitment Letter") of Whitney Bank, a Mississippi state chartered bank, doing business as Hancock Bank (the "Purchaser" or "Hancock Bank") to purchase the Series 2017 Bonds in a private placement, a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the District further desires to replace the Prior Trustee and appoint Hancock Bank as successor trustee (the "Trustee") under the Master Indenture as supplemented by a Second Supplemental Trust Indenture (hereinafter defined); and

**WHEREAS**, the District further desires to appoint U.S. Bank National Association, as escrow agent for the Refunded Bonds (the "Escrow Agent"); and

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to the Act, to issue the Series 2017 Bonds and to currently refund the Refunded Bonds; and

**WHEREAS**, pursuant to Section 190.016(7), Florida Statutes, the District's Board hereby finds and determines that the issuance of the Series 2017 Bonds will reduce the District's annual debt service payments and accordingly be "advantageous" to the District; and

**WHEREAS**, there has been submitted to the Board of Supervisors of the District (the "Board") in this meeting with respect to the issuance and sale of the Series 2017 Bonds forms of:

- (i) The Second Supplemental Trust Indenture dated as of December 1, 2017 by and between the Trustee and the District substantially in the form attached hereto as **Exhibit B** (the "Second Supplemental Indenture"); and
- (ii) An Escrow Deposit Agreement to be dated as of the date of issuance of the Series 2017 Bonds by and between the District and the Escrow Agent, attached hereto as **Exhibit C** (the "Escrow Deposit Agreement"); and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Catalina at Winkler Preserve Community Development District, as follows:

**Section 1. Preambles.** The recitals stated above are true and correct and are incorporated herein.

**Section 2. Authorization of the Series 2017 Bonds and the Current Refunding of the Refunded Bonds.**

(a) There are hereby authorized and directed to be issued not exceeding \$3,000,000 aggregate principal amount of Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 for the primary purpose of currently refunding the Refunded Bonds, and for the additional purposes set forth in the preambles hereto. The Series 2017 Bonds shall be issued under and secured by the Master Indenture, the form of which is hereby incorporated by reference into this Resolution as if set forth in full herein, as supplemented by the Second Supplemental Indenture.

(b) The District hereby authorizes the refunding of the Refunded Bonds, in the manner provided in the Escrow Deposit Agreement.

**Section 3. Second Supplemental Indenture.** The District hereby approves and authorizes the execution and delivery of the Second Supplemental Indenture by the Chairman,

Vice-Chairman or any member of the Board designated by the Chairman or Vice-Chairman (each, a "Designated Member") in substantially the form thereof attached hereto as **Exhibit B**, with such changes therein as shall be approved by the Chairman, Vice-Chairman or Designated Member, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Supplemental Indenture attached hereto. The Secretary of the Board or any Assistant Secretary is authorized to affix the seal of the District to the Second Supplemental Indenture and attest to the signature of the Chairman, Vice-Chairman or other Designated Member executing the Second Supplemental Indenture.

**Section 4. Commitment Letter and Negotiated Sale.** The District has previously accepted and executed the Commitment Letter. It is hereby determined by the District that a negotiated sale of the Series 2017 Bonds to the Purchaser will best effectuate the purposes of the Act, is in the best interests of the District and its landowners and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons:

(i) because of the complexity of the financing structure of the Series 2017 Bonds, it is desirable to sell the Series 2017 Bonds pursuant to a negotiated sale so as to have the Purchaser and the Placement Agent involved from the outset of the financing to assist in these matters;

(ii) because of market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2017 Bonds, it is in the best interests of the District to sell the Series 2017 Bonds by a negotiated sale;

(iii) the Purchaser and the Placement Agent have participated in structuring the issuance of the Series 2017 Bonds and have assisted the District in attempting to obtain the most attractive financing for the District through the Purchaser's willingness to lock the interest rate for an extended period of time; and

(iv) the District will not be adversely affected if the Series 2017 Bonds are not sold pursuant to a competitive sale.

**Section 5. Sale of the Series 2017 Bonds; Ratification of Execution of Commitment Letter; Appointment of Placement Agent.** The sale of the Series 2017 Bonds to the Purchaser, at the price and upon the terms and conditions set forth in the Commitment Letter and the Second Supplemental Indenture, is hereby approved. The disclosure statement of the Purchaser, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the sale of the Series 2017 Bonds to the Purchaser, will be entered into the official records of the District. Execution and delivery of the Commitment Letter by the Chairman to the Purchaser are hereby ratified, confirmed and approved. The District hereby appoints MBS Capital Markets LLC, as Placement Agent for the Series 2017 Bonds.

**Section 6. Purpose and Authorization.** The District hereby authorizes (i) the redemption and defeasance of the Refunded Bonds in the manner provided in the Escrow Deposit Agreement with a portion of the proceeds of the Series 2017 Bonds and other legally

available moneys of the District on deposit in the funds and accounts held under the First Supplemental Indenture relating to the Refunded Bonds, and (ii) the Escrow Agent for the Refunded Bonds to deliver notices of defeasance and redemption for the Refunded Bonds as may be required.

**Section 7. Details of the Series 2017 Bonds.** The Series 2017 Bonds shall mature in the year(s) and in the amount(s), bear interest at such rate(s), be secured by the Pledged Revenues (as defined in the Master Indenture, as supplemented by the Second Supplemental Indenture), be subject to redemption and have such other terms, all as provided in the Master Trust Indenture and the Second Supplemental Indenture. The execution of the Second Supplemental Indenture shall constitute approval of such terms as set forth in this Section 7. The maximum aggregate principal amount of the Series 2017 Bonds authorized to be issued pursuant to this Resolution shall not exceed \$3,000,000.

**Section 8. Application of Bond Proceeds.** The proceeds of the Series 2017 Bonds shall be applied, together with other legally available funds of the District, as set forth in the Second Supplemental Indenture to: (i) currently refund all the Refunded Bonds; (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; and (iii) make a deposit into the Series 2017 Debt Service Reserve Account.

**Section 9. Escrow Deposit Agreement.** The form of Escrow Deposit Agreement, attached hereto as **Exhibit C**, between the District and the Escrow Agent, in substantially the form submitted in this meeting, is hereby approved, subject to and with such changes therein as shall be approved by the Chairman, Vice-Chairman or other Designated Member, such approval to be evidenced conclusively by the execution of said Escrow Deposit Agreement; either the Chairman, Vice-Chairman or other Designated Member is hereby authorized and directed on behalf of the District to execute and deliver said Escrow Deposit Agreement; that the Secretary of the Board or any Assistant Secretary be, and hereby is, authorized on behalf of the District to attest, and impress the seal of the District on, said Escrow Deposit Agreement; and said officers and all other officers of the District are hereby authorized and directed to carry out or cause to be carried out all obligations of the District under said Escrow Deposit Agreement.

**Section 10. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of the District in connection with the issuance of the Series 2017 Bonds and the refunding of the Refunded Bonds are hereby authorized, ratified and confirmed.

**Section 11. Appointment of Trustee.** Hancock Bank is hereby appointed as successor Trustee, Paying Agent and Registrar under the Master Indenture and the Second Supplemental Indenture, replacing the Prior Trustee.

**Section 12. Appointment of Escrow Agent and Verification Agent.** U.S. Bank National Association is hereby appointed as Escrow Agent under the Escrow Deposit Agreement. The District hereby appoints Causey Demgen & Moore Inc. to serve as Verification Agent with respect to the Refunded Bonds.

**Section 13. Further Official Action; Ratification of Prior and Subsequent Acts.** The Chairman, Vice-Chairman, Designated Member, Secretary and any other proper official of



the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman, Vice-Chairman, other Designated Member or Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, and District Staff including the District's manager, lawyer, and engineer, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The District hereby authorizes and directs the Escrow Agent to call the Refunded Bonds for redemption on or about January 14, 2018.

**Section 14. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 15. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**Section 16. Public Meetings.** It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

**Section 17. Effective Date.** This Resolution shall take effect immediately upon the adoption hereof.

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**PASSED** in public session of the Board of Supervisors of Catalina at Winkler Preserve Community Development District, this 6<sup>th</sup> day of December, 2017.

**ATTEST:**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

Name: Belinda Blandon

Title: Assistant Secretary, Board of Supervisors

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

Name: Keith Sherman

Title: Chairman, Board of Supervisors

**EXHIBIT A**

**COMMITMENT LETTER OF WHITNEY BANK, A MISSISSIPPI STATE  
CHARTERED BANK, DOING BUSINESS AS HANCOCK BANK  
DATED NOVEMBER 20, 2017**

**EXHIBIT B**

**FORM OF SECOND SUPPLEMENTAL INDENTURE**

**EXHIBIT C**

**FORM OF ESCROW DEPOSIT AGREEMENT**

# Tab 6



October 30, 2017

Catalina at Winkler Preserve Community Development District  
c/o MBS Capital Markets, LLC  
Attn: Robbie Cox  
4890 W. Kennedy Blvd., Suite 940  
Tampa, FL 33629

Dear Robbie:

Hancock Bank, a trade name of Whitney Bank ("Hancock") is pleased to propose to you the following financing, on the general terms and conditions outlined below:

The proposed terms are as follows:

<b>BORROWER:</b>	Catalina at Winkler Preserve Community Development District
<b>LOAN AMOUNT:</b>	Not to exceed \$2,920,000
<b>LOAN TYPE:</b>	Tax-Exempt Bank Qualified Term Loan
<b>PURPOSE:</b>	Refund and defease all outstanding Special Assessment Bonds, Series 2005.
<b>REPAYMENT:</b>	Annual Principal Payments with Semi-Annual Interest Payments
<b>INTEREST RATE:</b>	Tax-exempt Bank Qualified Fixed Rate of 3.30% with a tax equivalent yield of 4.96%
<b>MATURITY:</b>	May 1, 2036
<b>COMMITMENT FEE:</b>	75 bps of Loan Amount
<b>COLLATERAL:</b>	Pledge of Non-Advalorem special assessments on 277 assessable units within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Assessments or, if applicable, from the issuance and sale of tax certificates with respect to such assessments.

<b>DEPOSIT RELATIONSHIP:</b>	Borrower to maintain its primary operating accounts with Hancock for the term of the Loan, so long as Hancock's fees remain competitive with market fees.
<b>TRUSTEE RELATIONSHIP:</b>	Borrower agrees to utilize Hancock Bank Corporate Trust as the Trustee for the term of the Loan and shall effectuate such documentation as necessary to amend the existing Master Trust Indenture to account for such.
<b>GUARANTOR:</b>	N/A
<b>PREPAYMENT PENALTY:</b>	The Loan may be repaid without penalty in whole or in part prior to stated maturity date at the option of the Borrower.
<b>FINANCIAL COVENANTS:</b>	Borrower is required to maintain in a separate Reserve Fund at least 30% of Maximum Annual Debt Service to be monitored quarterly and tested annually.
<b>ADDITIONAL COVENANTS AND CONDITIONS:</b>	<p>Receipt and satisfactory review by Hancock Bank-engaged legal counsel of the legal documentation provided by the Bond Counsel engaged in this transaction. Bond Counsel Opinion to include, among other required information, that the form of the proposed Bonds (Series 2017 Bonds) are regular and proper to include an opinion as to tax exemption and enforceability.</p> <p>Receipt and satisfactory review of the Supplemental Drafts to the Master Trust Indenture for the proposed refunding (Series 2017 Bonds). The Supplemental Drafts to the Master Trust Indenture will mirror, in all material aspects, the covenants, requirements, agreements, remedies, etc. of the existing Master Trust Indenture with no material deviation that will negatively affect the position of Hancock Bank.</p> <p>Receipt and satisfactory review of the Series 2017 Bonds Report utilizing the agreed upon terms (loan amount, interest rate, payment schedule, etc.)</p>
<b>FINANCIAL REPORTING:</b>	<p>On an annual basis, within 270 days of the Fiscal year end, a copy of the audited financial statements for the Borrower.</p> <p>On a quarterly basis, within 45 days of Quarter end, a copy of the Statement for the Debt Reserve Account for the Borrower.</p> <p>On annual basis, within 90 days of the Fiscal year end, a copy of an internally prepared financial statement for the Borrower.</p> <p>Failure to provide the financial statements and reports as provided in the preceding paragraphs, after three (3) Business Days' written notice</p>



to the District, the District Manager and Counsel to the District, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure Hancock may enforce the provisions of this section by action in mandamus or for specific performance, to compel performance of the District's financial reporting obligations under this section. A Financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

**COSTS:** Standard and reasonable costs related to this loan transaction are the responsibility of the Borrower.

**TAX EXEMPT STATUS:** In the event this Loan is deemed to no longer be tax exempt, then in such event Borrower shall also pay to Hancock, at the time such interest is paid, all additional amounts which Hancock specifies as necessary to preserve the after-tax yield (not to exceed 4.96%) Hancock would have received at each interest payment date had the loan remained tax exempt. In the event of a default, the interest rate will not exceed 4.96%.

The Borrower agrees to pay, and indemnify Hancock with respect to, any present or future stamp or documentary taxes, or any other excise or property taxes, charges or similar levies which arise from any payment made under this Loan or from the execution, delivery or registration of, or otherwise with respect to, this Loan or any agreement or instrument required by, or executed or delivered in connection with, this Loan.

This letter is not a commitment to lend, either expressed or implied, and does not impose any obligation on Hancock to issue a commitment or to make the Loan. The terms and conditions outlined herein are not all-inclusive, but merely reflect the parties' discussions to date and are subject to change upon receipt of all requested information. The issuance of a commitment to make the Loan is subject to full underwriting, due diligence, documentation and approval.

Following your review of the above, please call me at (941) 714-3323 or email [Andres.Rincon@hancockwhitney.com](mailto:Andres.Rincon@hancockwhitney.com), with any questions or comments you may have prior to your decision.

Kindly execute a copy of this letter and return it to my attention at Hancock Bank, 4770 S.R. 64 East, Bradenton, FL 34208 by November 13, 2017.

Thank you for allowing us the opportunity to provide this loan proposal letter to you. We look forward to working with you.

Sincerely,



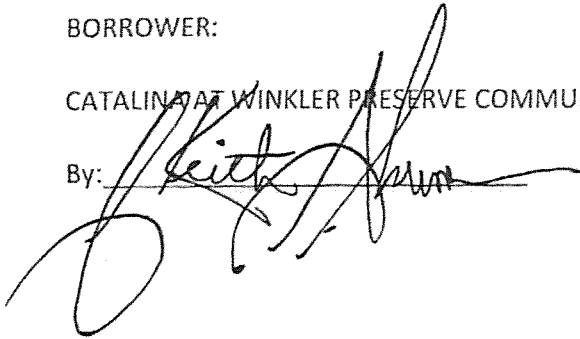
Andres Rincon  
Senior Vice President

Accepted on this 7<sup>th</sup> day of November, 2017.

BORROWER:

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

By:



Upon recording, please return to:

HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
ATTN: District Counsel

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## NOTICE OF IMPOSITION OF SERIES 2017 SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Catalina at Winkler Preserve Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolutions 2006-04, 2006-05, and 2006-07 (“**Series 2005 Resolutions**”), levying non-ad valorem special assessments on real property within the boundaries of the District that is specially benefited by the “**Series 2005 Project**” as described in such Series 2005 Resolutions and in the District’s adopted *Engineer’s Report* dated October 18, 2005, revised November 21, 2005, and to pay debt service on the District’s Special Assessment Bonds, Series 2005 (“**Series 2005 Bonds**”). To refund (and thereby “refinance”) the Series 2005 Bonds, and pursuant to Resolution 2018-\_\_\_\_, the District issued its Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 (“**Series 2017 Bonds**”).

The Series 2017 Bonds are secured by special assessments (“**Series 2017 Special Assessments**”) levied pursuant to Resolution 2018-\_\_\_\_, as may be supplemented, on real property within the boundaries of the District, which property is specially benefitted by the Series 2005 Project. The general description of the lands on which the Series 2017 Special Assessments are imposed is attached to this notice as **Exhibit A**. The Series 2017 Special Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to for purposes of Section 197.552, *Florida Statutes*.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN**

**ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES  
AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS  
PROVIDED FOR BY LAW.**

For more information, please visit: <http://catalinacdd.org/>, or contact the District's Manager, Belinda Blandon, c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or at (239) 936-0913.

**IN WITNESS WHEREOF**, this Notice has been executed and recorded in the Official Records of Lee County, Florida.

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Keith Sherman  
Its: Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Keith Sherman, Chairman of the Catalina at Winkler Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Upon recording, please return to:

HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
ATTN: District Counsel

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*THIS SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING SUPPLEMENTS THE DISCLOSURE OF PUBLIC FINANCING (“**ORIGINAL DISCLOSURE**”) RECORDED IN LEE COUNTY OFFICIAL RECORDS AS INSTRUMENT NUMBER #2008000049630.*

### **SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING**

The Catalina at Winkler Preserve Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

Previously, and as referenced in the Original Disclosure, the District issued its Special Assessment Bonds, Series 2005 (“**Series 2005 Bonds**”) to finance the District’s “Series 2005 Project,” which is described in the Original Disclosure. On December \_\_, 2017, and in order to take advantage of interest rate savings, the District “refinanced” the Series 2005 Bonds by issuing Special Assessment Refunding Bonds, Series 2017 (“**Series 2017 Bonds**”). The Series 2017 Bonds did not extend the original term of the Series 2005 Bonds.

To secure the repayment of the Series 2017 Bonds, and on December 6, 2017, the District adopted Resolution 2018-\_\_ and thereby imposed debt service special assessments (“**Series 2017 Assessments**”). Such Series 2017 Assessments are levied on all benefitted properties within the District, and are collected by the county tax collector in the same manner as county ad valorem taxes. The following table details the Series 2017 Assessments by product type:

<b>Land Use Type</b>	<b>Per Unit Total Principal*</b>	<b>Per Unit Annual Installment</b>
Single Family	\$10,848	\$812

\* This amount is exclusive of interest, and early payment discounts and collection costs.

\*\* The District received a legal opinion at the time of issuance of the Series 2017 Bonds that the Series 2017 Bonds were issued on a tax-exempt basis. That said, in the event that the Series 2017 Bonds are ever determined to be taxable, as opposed to tax-exempt, or in the event of default, the Series 2017 Assessments will be adjusted upward (i.e., above the maximum amounts set forth herein), and without further notice, to reflect a tax equivalent yield of 4.96%, and may additionally include penalties, past due interest, or other amounts due to governmental entities and/or bondholders as a consequence of the Series 2005 Bonds or Series 2017 Bonds losing

their tax exempt status. Such amounts would be expressly included as part of the Series 2017 Assessments, but are not reflected in the amounts listed above.

Such Series 2017 Assessments are in addition to any operations and maintenance assessments, or other future special assessments, that may be levied and imposed.

This Supplemental Disclosure of Public Financing is only intended to supplement the Original Disclosure, which continues in full force and effect, except as supplemented herein. For more information about the District, or the matters contained herein, please visit: <http://catalinacdd.org/>. Alternatively, please contact the District's Manager, Belinda Blandon, c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or at (239) 936-0913.

**IN WITNESS WHEREOF**, this Supplemental Disclosure of Public Financing has been executed and recorded in the Official Records of Lee County, Florida.

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Keith Sherman  
Its: Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Keith Sherman, Chairman of the Catalina at Winkler Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A: Legal Description**

**EXHIBIT A**



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SECOND SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

AND

WHITNEY BANK,  
a Mississippi State Chartered Bank, doing business as Hancock Bank  
as successor to U.S. Bank National Association  
as Trustee

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Dated as of December 1, 2017

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Authorizing and Securing

\$2,995,000  
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
(LEE COUNTY, FLORIDA)  
SPECIAL ASSESSMENT REFUNDING BONDS,  
SERIES 2017

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EXHIBIT A   FORM OF SERIES 2017 BOND	

This **SECOND SUPPLEMENTAL TRUST INDENTURE** (the "Second Supplemental Indenture"), dated as of December 1, 2017, between **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **WHITNEY BANK**, a Mississippi State chartered bank, doing business as Hancock Bank, as Trustee (the "Trustee");

**W I T N E S S E T H:**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 05-16 enacted by the Board of County Commissioners of Lee County, Florida on September 19, 2005; and

**WHEREAS**, the premises governed by the Issuer are described more fully in Exhibit A to the Master Indenture (hereinafter defined), referred to as the "District Lands" and consist of approximately 111 acres of land located entirely within the unincorporated area of Lee County, Florida (the "County"); and

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

**WHEREAS**, the Issuer has heretofore undertaken the planning, financing, acquisition, construction, reconstruction, and installation of certain infrastructure improvements consisting of, among other things, a master stormwater/surface water management system, a water distribution system and a wastewater collection system pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the hereinafter defined Master Indenture); and

**WHEREAS**, the District has heretofore issued its \$3,560,000 aggregate principal amount of Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Bonds, Series 2005 (the "Series 2005 Bonds") for the primary purpose of financing a portion of the costs of the Series 2005 Project (as described in the hereinafter defined First Supplemental Indenture), pursuant to a Master Trust Indenture dated as of December 1, 2005 (the "Master Indenture"), as amended and supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2005 (the "First Supplemental Indenture"), each between the District and Wachovia Bank, National Association, as trustee, succeeded in trust by U.S. Bank National Association (the "Prior Trustee"); and

**WHEREAS**, the Series 2005 Bonds were validated by final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, rendered on the 14<sup>th</sup> day of November, 2005; and

**WHEREAS**, the Governing Body of the Issuer duly adopted Resolution No. 2006-04 and Resolution No. 2006-05 on October 27, 2005 and, declaring special assessments; indicating the location, nature and estimated cost of those improvements whose cost is to be defrayed by the special assessments; providing the portion of the estimated cost of the improvements to be defrayed by the special assessments; providing the manner in which such special assessments

shall be made; providing when such special assessments shall be made; designating lands upon which the special assessments shall be levied; providing for an assessment plat; adopting a preliminary assessment roll and providing for a public hearing concerning, among other matters, comments and objections to the proposed special assessment program (the "Preliminary Assessment Resolutions") and the Governing Body of the Issuer duly adopted Resolution No. 2006-07, on December 15, 2005, equalizing, approving, confirming, and levying special assessments (collectively with the Preliminary Assessment Resolutions, the "Assessment Proceedings"); and

**WHEREAS**, pursuant to the Assessment Proceedings the Issuer imposed and levied special assessments against the property within the Issuer specially benefitted by the Series 2005 Project (the "Series 2005 Special Assessments"); and

**WHEREAS**, the Issuer has determined that under existing market conditions, it would be in the best financial interest of the Issuer to currently refund and redeem all of the Outstanding Series 2005 Bonds in order to cause an annual reduction in the amount of the Series 2005 Special Assessments versus the Series 2005 Special Assessments currently levied and imposed on District Lands specially benefitted by the Series 2005 Project; and

**WHEREAS**, the Prior Trustee has tendered its resignation as Trustee under the Master Indenture, and the Issuer wishes to appoint Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, as successor Trustee under the Master Indenture; and

**WHEREAS**, pursuant to Resolution No. 2018-03, adopted by the Governing Body of the Issuer on December 6, 2017 (the "Delegation Resolution"), the Issuer has authorized the issuance, sale and delivery of its \$2,995,000 Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), which are issued hereunder as a Series of Bonds under the Master Indenture, and has authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2017 Bonds and to set forth the terms of the Series 2017 Bonds; and

**WHEREAS**, the Issuer will apply the proceeds of the Series 2017 Bonds, together with Refunded Indenture Funds (as defined herein), to: (i) currently refund all of the Issuer's Series 2005 Bonds, Outstanding in the aggregate principal amount of \$2,795,000 (the "Refunded Bonds"), (ii) make a deposit into the Series 2017 Debt Service Reserve Account, and (iii) pay certain costs associated with the issuance of the Series 2017 Bonds; and

**WHEREAS**, the Governing Body of the Issuer duly adopted Resolution No. 2018-02 on December 6, 2017, supplementing the Assessment Proceedings by confirming and adopting a supplemental assessment roll and re-designating the Series 2005 Special Assessments as Series 2017 Special Assessments; and

**WHEREAS**, the Series 2017 Bonds will be payable from and secured by the Pledged Revenues (as hereinafter defined), which are mostly comprised of the Series 2017 Special Assessments, to the extent provided herein; and

**WHEREAS**, the execution and delivery of the Series 2017 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the Issuer and all things necessary to make the Series 2017 Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Second Supplemental Indenture a valid and binding agreement have been done; and

**NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH**, that to provide for the issuance of the Series 2017 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2017 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2017 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2017 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

**TO HAVE AND TO HOLD** the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2017 Bonds (collectively, the "Series 2017 Trust Estate").

**IN TRUST NEVERTHELESS**, for the equal and ratable benefit and security of all present and future Owners of the Series 2017 Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2017 Bond over any other Series 2017 Bond, all as provided in the Indenture.

**PROVIDED, HOWEVER**, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2017 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2017 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

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## **ARTICLE I**

### **Definitions**

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

"Arbitrage Certificate" shall mean that certain Arbitrage Certificate of the Issuer, dated December [\_\_\_], 2017, relating to certain restrictions on arbitrage under the Code.

"Assessment Proceedings" shall mean the proceedings of the Issuer required for the establishment, levy and collection of the Series 2017 Special Assessments and described in the preambles hereto, including, without limitation, the giving of notices, the holding of public hearings and the adoption of resolutions, all as required by the Act and other applicable law.

"Authorized Denomination" shall mean, with respect to the Series 2017 Bonds, initially minimum denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, denominations of \$5,000 and any integral multiple thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"County" shall mean Lee County, Florida.

"Debt Service Reserve Requirement" shall mean, with respect to the Series 2017 Bonds, an amount, as calculated from time to time, equal to 30% of the maximum annual Debt Service Requirement for the Outstanding Series 2017 Bonds (\$[\_\_\_\_\_]).

"Default Rate" shall mean 4.96%.

"Defeasance Securities" shall mean, with respect to the Series 2017 Bonds, to the extent permitted by law, (a) cash deposits, (b) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury), (c) and obligations, the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations described in (b) and (c) are non-callable and non-prepayable.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any Series 2017 Bond is or was includable in the gross income of an Owner for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent

jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

"Determination of Taxability Period" shall mean the period of time between (a) the earliest date that the Internal Revenue Service imposes federal income tax on the interest on the Series 2017 Bonds and (b) the effective date of the Determination of Taxability.

"Escrow Agent" shall mean U.S. Bank National Association, and its permitted successors and assigns.

"Escrow Deposit Agreement" shall mean that certain Escrow Deposit Agreement dated December [ ], 2017, by and between the Issuer and the Escrow Agent, providing for the redemption and defeasance of the Refunded Bonds, as such agreement may be amended and supplemented from time to time.

"First Supplemental Indenture" shall mean the First Supplemental Trust Indenture dated as of December 1, 2005, by and between the Issuer and the Prior Trustee.

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

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing May 1, 2018.

"Master Indenture" shall mean the Master Trust Indenture dated as of December 1, 2005, by and between the Issuer and the Prior Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2017 Bonds (as opposed to supplements or amendments relating to a Series of Bonds other than the Series 2017 Bonds as specifically defined in this Second Supplemental Indenture).

"Owner" or "Owners" shall mean initially Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, the initial registered owner (or its authorized representative) of the Series 2017 Bonds, and its successors and assigns.

"Paying Agent" shall mean, with respect to the Series 2017 Bonds, Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank and its successors and assigns as Paying Agent hereunder.

"Pledged Revenues" shall mean with respect to the Series 2017 Bonds (a) all revenues received by the Issuer from Special Assessments levied and collected on the District Lands benefited by the Series 2005 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include: (A) any moneys transferred to the Rebate Fund, or investment earnings thereon and (B) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special

assessments" levied and collected by the Issuer under Section 190.021(3) of the Act and (C) reasonable attorneys fees incurred by the District and payable in connection with any foreclosure (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

"Prepayment" shall mean the payment by any owner of property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. "Prepayments" shall include, without limitation, Series 2017 Prepayment Principal.

"Principal Payment Date" shall be May 1 in the years set forth in Section 3.01(c).

"Prior Trustee" shall mean U.S. Bank National Association, as the successor trustee to Wachovia Bank National Association.

"Refunded Bonds" means the Outstanding \$2,795,000 in aggregate principal amount of Catalina at Winkler Preserve Community Development District Special Assessment Refunding Bonds, Series 2005.

"Refunded Indenture Funds" shall mean the \$[\_\_\_\_\_] on deposit in the Series 2005 Revenue Account, together with any additional moneys, including without limitation investment income posted to such accounts after issuance of the Series 2017 Bonds.

"Registrar" shall mean, with respect to the Series 2017 Bonds, Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Resolution" shall mean Resolution No. 2018-03 of the Issuer adopted on December 6, 2017, pursuant to which the Issuer authorized the issuance of the Series 2017 Bonds in an aggregate principal amount not to exceed \$2,995,000 specifying the details of the Series 2017 Bonds and awarding and selling the Series 2017 Bonds.

"Second Supplemental Indenture" shall mean this Second Supplemental Trust Indenture, dated as of December 1, 2017, among the Issuer and the Trustee, as supplemented or amended.

"Series 2005 Bonds" shall mean \$3,560,000 original aggregate principal amount of Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2005.

"Series 2005 Debt Service Reserve Account" shall mean the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(a) of the First Supplemental Indenture.



"Series 2005 Revenue Account" shall mean the Account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(a) of the First Supplemental Indenture.

"Series 2017 Bond Redemption Fund" shall mean the Series 2017 Bond Redemption Fund established pursuant to Section 4.01(f) of this Second Supplemental Indenture.

"Series 2017 Debt Service Reserve Account" shall mean the account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

"Series 2017 Interest Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

"Series 2017 Prepayment Account" shall mean the account so designated, established as a separate account under the Series 2017 Bond Redemption Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

"Series 2017 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Series 2017 Special Assessments being prepaid.

"Series 2017 Revenue Account" shall mean the account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

"Series 2017 Sinking Fund Account" shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

"Series 2017 Special Assessments" shall mean all or a portion of the Special Assessments levied, corresponding in amount to the debt service and any other amounts due on the Series 2017 Bonds.

"Special Assessments" shall mean the non-ad valorem special assessments levied by the Issuer against developable acreage within the District Lands specially benefited by the Series 2005 Project or any portion thereof, pursuant to Section 190.022, Florida Statutes, as amended, and the Assessment Proceedings, and shall include the Series 2017 Special Assessments. The term "Special Assessments" does not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

"Taxable Rate" shall mean 4.96% per annum.

"Tax-Exempt Rate" shall mean 3.30% per annum.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the forms of Series 2017 Bonds), refer to the entire Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

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

**[End of Article I]**

## **ARTICLE II**

### **The Series 2017 Bonds**

**SECTION 2.01. AMOUNTS AND TERMS OF SERIES 2017 BONDS; ISSUE OF SERIES 2017 BONDS.** No Series 2017 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2017 Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$2,995,000. The Series 2017 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2017 Bonds shall be issued substantially in the form attached hereto as Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2017 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2017 Bonds and deliver them as specified in the request.

**SECTION 2.02. EXECUTION.** The Series 2017 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

**SECTION 2.03. AUTHENTICATION.** The Series 2017 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2017 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

**SECTION 2.04. PURPOSE, DESIGNATION AND DENOMINATIONS OF, AND INTEREST ACCRUALS ON, THE SERIES 2017 BONDS.**

(a) The Series 2017 Bonds are being issued hereunder in order to provide funds, together with the Refunded Indenture Funds, for (i) the current refunding, redemption and defeasance of all of the Outstanding Refunded Bonds, (ii) the funding of the Series 2017 Debt Service Reserve Account for the Series 2017 Bonds, and (iii) the payment of the costs of issuance of the Series 2017 Bonds. The Series 2017 Bonds shall be designated "Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2017 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2017 Bonds shall be payable on May 1, 2018, and each Interest Payment Date thereafter to maturity or prior redemption. Interest on the Series 2017 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2018, in which case from the date of original issuance of the Series 2017 Bonds, or unless the date of authentication thereof is

between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in this Section 2.04(c), the principal or Redemption Price of the Series 2017 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2017 Bonds upon their maturity. The payment of interest on the Series 2017 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2017 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2017 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2017 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2017 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

Notwithstanding the foregoing paragraph, so long as Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, shall be the Owner of all of the Outstanding Series 2017 Bonds, presentment of the Series 2017 Bonds for the payment of principal, or Redemption Price shall not be required.

#### **SECTION 2.05. DEBT SERVICE ON THE SERIES 2017 BONDS.**

(a) The Series 2017 Bonds will mature on May 1, 2036 and bear interest at the Tax-Exempt Rate (subject to adjustment as described herein), subject to the right of prior redemption in accordance with their terms as provided in Section 3.01 hereof. Principal payments shall commence on May 1, 2018, and continue on each Principal Payment Date through maturity as set forth in Section 3.01(c) hereof.

(b) Interest on the Series 2017 Bonds will be computed in all cases on the basis of a 360-day year, consisting of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2017 Bonds on the day before the default occurred.

(c) If there is a Determination of Taxability not caused by the action of the Owners, the Series 2017 Bonds shall bear interest from the earliest effective date of such Determination of Taxability at rates per annum, equal to the applicable Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees to pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest paid on the Series 2017 Bonds during the Determination of Taxability Period and (B) the amount of interest that would have been paid on the Series 2017 Bonds during the Determination of Taxability Period had the Series 2017 Bonds borne interest at the applicable Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the occurrence of a Determination of Taxability. In no event shall the interest, penalties on overdue interest and additions to tax cumulatively result in amounts being paid by the Issuer in any given year which exceed a 4.96% interest equivalent. The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify either such information or compliance with the limitation in the prior sentence hereto. In the absence of notice from the Owner to the Trustee to the contrary, the Trustee is entitled to rely that no Determination of Taxability has occurred.

(d) Upon the occurrence of an Event of Default under the Indenture, interest on the Series 2017 Bonds shall thereafter accrue at an amount not to exceed the Default Rate. To the extent that the Event of Default shall thereafter be rescinded or cured as provided in Article X of the Master Indenture, interest shall again accrue at the Tax Exempt Rate unless a Determination of Taxability shall have occurred as provided in paragraph (c) above.

(e) Nothing contained in this Section 2.05 or elsewhere in the Indenture shall be construed as a pledge of the full faith and credit of the District or a general obligation of the District and all obligations of the District under the Indenture shall be payable solely from the Pledged Revenues in the manner set forth in the Indenture.

**SECTION 2.06. DISPOSITION OF SERIES 2017 BOND PROCEEDS AND REFUNDED INDENTURE FUNDS.** From the proceeds of the Series 2017 Bonds received by the Trustee in the amount of \$[ ] (which represents the par amount of the Series 2017 Bonds), on the date of original issuance and delivery of the Series 2017 Bonds, plus \$[ ] of Refunded Indenture Funds held by the Prior Trustee,

(i) \$[ ] of Series 2017 Bond proceeds shall be deposited by the Trustee, and \$[ ] of Refunded Indenture Funds (constituting amounts on deposit in the Series 2005 Revenue Account) shall be deposited by the Prior Trustee in the manner directed by the Escrow Deposit Agreement in order to currently refund, defease and redeem the Refunded Bonds;

(ii) \$[ ] of Series 2017 Bond proceeds, representing the Debt Service Reserve Requirement with respect to the Series 2017 Bonds, shall be deposited by the Trustee in the Series 2017 Debt Service Reserve Account of the Debt Service Reserve Fund;

(iii) \$[\_\_\_\_\_] of Series 2017 Bond proceeds shall be deposited by the Trustee in the Series 2017 Acquisition and Construction Account and will be used to pay costs of issuance of the Series 2017 Bonds; and

(iv) Any Refunded Indenture Funds thereafter accruing shall be transferred by the Prior Trustee to the Trustee and deposited in the Series 2017 Revenue Account.

**SECTION 2.07. APPOINTMENT OF REGISTRAR AND PAYING AGENT.** The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2017 Bonds, and hereby appoints Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank as Paying Agent for the Series 2017 Bonds. Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

**SECTION 2.08. LIMITATION ON ADDITIONAL BONDS AND OTHER INDEBTEDNESS.** The Issuer covenants and agrees that, so long as there are any Series 2017 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2017 Trust Estate other than in favor of the Series 2017 Bonds, nor shall it issue additional parity bonds secured by the lien of the Series 2017 Special Assessments, without the Owner's prior written consent. Nothing herein shall prevent the District from levying and collecting its annual operations and maintenance assessments which lien is coequal to and on parity with the lien of the Series 2017 Assessments.

**[End of Article II]**

### **ARTICLE III**

#### **Redemption of Series 2017 Bonds**

**SECTION 3.01. REDEMPTION DATES AND PRICES.** The Series 2017 Bonds shall be subject to redemption at the times and in the manner provided in this Article III. All payments of the Redemption Price of the Series 2017 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 4.01, if less than all the Series 2017 Bonds are to be redeemed, the Trustee shall select the Series 2017 Bonds or portions of the Series 2017 Bonds to be redeemed by lot. Partial redemptions of Series 2017 Bonds shall be made in such a manner that the remaining Series 2017 Bonds held by each Bondholder shall be in Authorized Denominations.

(a) Optional Redemption. Notwithstanding anything herein or in the Master Indenture, the Series 2017 Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part, on any Business Day, at a Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed plus interest accrued to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed, plus interest accrued to the redemption date from moneys deposited into the Series 2017 Bond Redemption Fund from prepayments of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.04 of this Second Supplemental Indenture, together with interest earnings thereon.

On each March 15th and September 15th on which it has received moneys to be deposited into the Series 2017 Bond Redemption Fund, the Trustee shall transfer from the Series 2017 Revenue Account for deposit in such Series 2017 Bond Redemption Fund an amount sufficient to increase the amount on deposit therein to an integral multiple of \$10,000 and, in each case, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2017 Bonds on the next possible Interest Payment Date (taking into account the notice of redemption to be provided therefor) in the maximum aggregate principal amount for which moneys are then on deposit in such Series 2017 Bond Redemption Fund in accordance with the provisions for extraordinary mandatory redemption of Series 2017 Bonds.

(c) Mandatory Sinking Fund Redemption. The Series 2017 Bonds are subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>Year (May 1)</u>	<u>Principal Amount</u>	<u>Year (May 1)</u>	<u>Principal Amount</u>
	\$		\$

\*

\* Maturity.

The principal amounts set forth in the foregoing tables shall be adjusted as specified by the Issuer as provided below by any principal amounts of the corresponding Series 2017 Bonds redeemed pursuant to Section 3.01 hereof or purchased pursuant to Article VIII of the Master Indenture.

Upon (i) any redemption or purchase of Series 2017 Bonds subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, and/or (ii) any change in the interest rate on the Series 2017 Bonds on account of a Determination of Taxability, the Issuer shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of all maturities of the corresponding Series 2017 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2017 Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Series 2017 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of Series 2017 Bonds, amounts shall be transferred from the Series 2017 Revenue Fund to the Series 2017 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 hereof.

**SECTION 3.02. NOTICE OF REDEMPTION.** When required to redeem Series 2017 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2017 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2017 Bonds to be redeemed, unless waived in writing by such Owners, notice of the redemption, as set forth in Section 8.02 of the Master Indenture; provided, however, that notice of any



extraordinary mandatory redemption shall be provided no later than ten (10) days prior to the date of extraordinary mandatory redemption.

**[End Article III]**

**ARTICLE IV**  
**Establishment of Certain Funds and Accounts; Additional Covenants of The Issuer;  
Prepayments; Removal of Special Assessment Liens**

**SECTION 4.01. ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS.**

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the "Series 2017 Acquisition and Construction Account." The amounts in the Series 2017 Acquisition and Construction Account, to the extent such amounts constitute Series 2017 Bond proceeds, shall be held for the security of the Series 2017 Bonds until applied as hereinafter provided.

Proceeds of the Series 2017 Bonds shall be deposited into the Series 2017 Acquisition and Construction Account in the amounts set forth in Section 2.06 of this Second Supplemental Indenture, and such moneys in the Series 2017 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 2.06 of this Second Supplemental Indenture.

Payments shall be made from the Series 2017 Acquisition and Construction Account to pay any unpaid costs of issuance of the Series 2017 Bonds, including without limitation, legal, engineering, placement agent and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced. The Trustee shall pay costs of issuance of the Series 2017 Bonds from the Series 2017 Acquisition and Construction Account upon delivery to the Trustee, on the date of issuance and delivery of the Series 2017 Bonds, of a closing statement signed by a Responsible Officer of the Issuer, specifying the Person to whom payment is to be made, the obligation on account of which the payment is to be made and the amount payable with respect thereto. Costs of issuance of the Series 2017 Bonds presented to the Trustee for payment subsequent to the date of issuance and delivery of such Bonds shall be made from the Series 2017 Acquisition and Construction Account as soon as reasonably possible after receipt by the Trustee of a requisition signed by a Responsible Officer of the Issuer specifying that the Obligation is a proper cost of issuance of the Series 2017 Bonds, the amount thereof and the person to whom payment is to be made. On the earlier of the date occurring six months after the date of delivery of the Series 2017 Bonds or the date the Issuer provides a written direction to the Trustee, the Trustee shall transfer any amounts remaining in the Series 2017 Acquisition and Construction Account for which the Trustee does not have a pending written direction, to the Series 2017 Revenue Account and close the Series 2017 Acquisition and Construction Account.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate account within the Revenue Fund designated as the "Series 2017 Revenue Account." Series 2017 Special Assessments (except for Prepayments of Series 2017 Special Assessments which have been identified as such by the Issuer, which shall be deposited in the Series 2017 Prepayment Account in the Series 2017 Bond Redemption Fund) shall be deposited by the Trustee into the Series 2017 Revenue Account and shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2017 Interest

Account" therein. Moneys shall be deposited into the Series 2017 Interest Account pursuant to Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein and herein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2017 Sinking Fund Account." Moneys shall be deposited into the Series 2017 Sinking Fund Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Indenture.

(e) Pursuant to Section 6.05 of the Master Indenture and this Second Supplemental Indenture, the Trustee shall establish an account within the Debt Service Reserve Fund designated as the "Series 2017 Debt Service Reserve Account."

(i) Proceeds of the Series 2017 Bonds shall be deposited into the Series 2017 Debt Service Reserve Account in the amount set forth in Section 2.06(ii) of this Second Supplemental Indenture, and such moneys shall be applied for the purposes provided in the Master Indenture and in this Section 4.01(e).

(ii) Notwithstanding the foregoing paragraph, in the event that the amount of proceeds of the Series 2017 Bonds on deposit in the Series 2017 Debt Service Reserve Account exceeds the Debt Service Reserve Requirement with respect to the Series 2017 Bonds due to a decrease in the amount of Series 2017 Bonds that will be Outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a Series 2005 Special Assessment against such lot or parcel as provided in Section 4.04(a) of this Second Supplemental Indenture, the amount to be released shall be transferred at the written direction of the District Manager from the Series 2017 Debt Service Reserve Account to the Series 2017 Prepayment Account, as a credit against the Series 2017 Prepayment Principal otherwise required to be made by the owner of such lot or parcel.

(iii) Not later than the Business Day prior to the final maturity of the Series 2017 Bonds, an amount equal to the balance in the Series 2017 Debt Service Reserve Account shall be transferred to the Series 2017 Sinking Fund Account and used to pay a portion of the maturing principal of such Series 2017 Bonds.

(f) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2017 Bond Redemption Fund." Except as otherwise provided in this Second Supplemental Indenture, moneys to be deposited into the Series 2017 Bond Redemption Fund as provided in Article VI of the Master Indenture and Article III (including all earnings on investments held therein) shall be applied as provided therein and in Section 3.01(b) of this Second Supplemental Indenture.

**SECTION 4.02. SERIES 2017 REVENUE ACCOUNT.** The Trustee shall transfer from amounts on deposit in the Series 2017 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day preceding each Interest Payment Date, while Series 2017 Bonds remain Outstanding, commencing with the Business Day preceding May 1, 2018, to the Series 2017 Interest Account of the Debt Service Fund, an amount from the Series 2017 Revenue Account equal to the interest on the Series 2017 Bonds becoming due on the next succeeding Interest Payment Date, less any amounts on deposit in the Series 2017 Interest Account not previously credited;

SECOND, no later than the Business Day preceding May 1, 2018, and on the Business Day next preceding each May 1, thereafter through May 1, 2036, while the Series 2017 Bonds remain Outstanding, to the Series 2017 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2017 Revenue Account equal to the principal amount of Series 2017 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2017 Sinking Fund Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2017 Bonds remain Outstanding, to the Series 2017 Debt Service Reserve Account, an amount from the Series 2017 Revenue Account equal to the amount allocable to the Series 2017 Bonds, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2017 Bonds;

FOURTH, so long as the amount on deposit in the Series 2017 Debt Service Reserve Account equals or exceeds the Debt Service Reserve Requirement for the Series 2017 Bonds and there are no Events of Default occurring under the Indenture, or that would occur upon giving of notice, the balance of any moneys remaining after making the foregoing deposits shall be transferred to the Issuer and used for any lawful purpose, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto; and

FIFTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain therein.

Series 2017 Prepayment Principal shall be identified as such to the Trustee by the Issuer and then deposited directly into the Series 2017 Bond Redemption Fund as provided in the Indenture.

#### **SECTION 4.03. POWER TO ISSUE SERIES 2017 BONDS AND CREATE LIEN.**

The Issuer hereby represents that it is duly authorized under the Act and all applicable laws of the State to issue the Series 2017 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2017 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with or subordinate to the lien created in favor of the Series 2017 Bonds, except as otherwise permitted under the Master Indenture and Section 2.08 hereof, and provided the foregoing shall not preclude the imposition of Special Assessments or other non-ad valorem assessments on such lands in connection with capital projects that are necessary for health, safety and welfare reasons or to remediate a natural disaster. The Series 2017 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve

and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2017 Bonds under the Indenture against all claims and demands of all persons whomsoever.

**SECTION 4.04. PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS.**

(a) At any time any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer all or a portion of the Special Assessment, which shall constitute Series 2017 Prepayment Principal, as directed by the Issuer pursuant to the provisions of Sections 3.01(b) and 4.01(f) of this Second Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within 45 calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2017 Bonds in the event the amount in the Series 2017 Debt Service Reserve Account will exceed the Debt Service Reserve Requirement for the Series 2017 Bonds as a result of a full or partial Prepayment in accordance with this Section 4.04(a) and the resulting redemption in accordance with Section 3.01(b) of this Second Supplemental Indenture, the excess amount shall be transferred from the Series 2017 Debt Service Reserve Account to the Series 2017 Bond Redemption Fund, as a credit against the Series 2017 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2017 Debt Service Reserve Account to equal or exceed the Debt Service Reserve Requirement for the Series 2017 Bonds and accompanied by cash flows provided by the Issuer and acceptable to the Trustee, which demonstrate that, after giving effect to the proposed redemption of Series 2017 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2017 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2017 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and identified as a Prepayment, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Special Assessment has been paid in whole or in part and that such Special Assessment lien is thereby correspondingly released and extinguished, in whole or in part, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2017 Bond Redemption Fund to be applied in accordance with Section 4.01(f) of this Second Supplemental Indenture, to the redemption of Series 2017 Bonds in accordance with Section 3.01(b) of this Second Supplemental Indenture.

**[End of Article IV]**

**ARTICLE V**  
**Concerning the Trustee**

**SECTION 5.01. ACCEPTANCE BY TRUSTEE.** The Issuer hereby appoints the Trustee as successor Trustee under the Master Indenture and this Second Supplemental Indenture. The Trustee accepts the trusts, duties and obligations declared and provided in the Master Indenture and this Second Supplemental Indenture, and agrees to perform such trusts, duties and obligations upon the terms and conditions set forth in the Master Indenture and herein, so long as Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, is the Owner of the Series 2017 Bonds.

**SECTION 5.02. LIMITATION OF TRUSTEE'S RESPONSIBILITY.** The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

**SECTION 5.03. TRUSTEE'S DUTIES.** Except as otherwise expressly provided in this Second Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protections and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof.

**SECTION 5.04. EXTRAORDINARY FEES AND EXPENSES OF TRUSTEE.** In the event that the Trustee shall be required under the Indenture or directed by the Owners of the Series 2017 Bonds to take actions to enforce the collection of Delinquent Assessments or to take any other extraordinary actions under the Indenture, the Trustee shall be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the funds and accounts securing the Series 2017 Bonds.

**[End of Article V]**

## **ARTICLE VI**

### **Miscellaneous Provisions**

**SECTION 6.01. INTERPRETATION OF SUPPLEMENTAL INDENTURE.** This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2017 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Second Supplemental Indenture shall be read and construed as one document.

**SECTION 6.02. AMENDMENTS.** Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**SECTION 6.03. COUNTERPARTS.** This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 6.04. APPENDICES AND EXHIBITS.** Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

**SECTION 6.05. PAYMENT DATES.** In any case in which an Interest Payment Date or the maturity date of the Series 2017 Bonds or the date fixed for the redemption of any Series 2017 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

**SECTION 6.06. NO RIGHTS CONFERRED ON OTHERS.** Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2017 Bonds, and pursuant to Section 2.08 with respect to the Holders of the Series 2015 Bonds.

**SECTION 6.07. COLLECTION OF SPECIAL ASSESSMENTS.** Notwithstanding any provision of the Master Indenture, the Series 2017 Special Assessments pledged hereunder to secure the Series 2017 Bonds shall be collected pursuant to the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended, unless such method is not available, in which case the Special Assessments shall be directly collected by the Issuer pursuant to Florida law.

**SECTION 6.08. FINANCIAL STATEMENTS.** For so long as the Series 2017 Bonds are Outstanding, and the Owner is the Owner of any of the Outstanding Series 2017 Bonds, the Issuer covenants and agrees that it will provide to the Owner: (a) a copy of its audited financial statements within two hundred seventy (270) days of the end of each Fiscal Year, (b) a copy of its unaudited financial statements within ninety (90) days of the end of each Fiscal Year, and

(c) a copy of its quarterly debt reserve account statement within forty-five (45) days of the end of each fiscal quarter.

Failure to provide the financial statements and reports as provided in the preceding sentence, after three (3) Business Days' written notice to the Issuer, the District Manager and Counsel to the Issuer, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure the Owner may enforce the provisions of this section by action in mandamus or for specific performance, to compel performance of the Issuer's financial reporting obligations under this section. A Financial Covenant Reporting Failure under this section shall not constitute an Event of Default under the Master Indenture.

The Trustee may conclusively rely upon written direction from the Owner (as described above) accompanied by evidence of such Financial Covenant Reporting Failure. In the absence of such written direction and evidence, the Trustee may conclusively rely that no Financial Covenant Reporting Failure has occurred.

**SECTION 6.09. BROKERAGE CONFIRMATIONS.** The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**SECTION 6.10. BANK ACCOUNTS.** So long as the Owner is the registered owner of the Series 2017 Bonds and the Series 2017 Bonds remain Outstanding, the Issuer covenants and agrees to maintain its primary operating account(s) with the Owner; provided, however, that the Owner's fees shall remain competitive with market fees. By its acceptance of the Series 2017 Bonds, registered in the name of the Owner, the Owner shall be deemed to have waived the right of setoff against said account(s). Notwithstanding any other agreement between the Issuer and the Bank, or policies and procedures of the Owner otherwise applicable to such account(s), the operating and/or other account(s) maintained by the Issuer with the Owner in satisfaction of this Section 6.10 do(es) not secure any obligations of the Issuer to the Owner or to any person or entity controlling, controlled by or under common control with the Owner.

**SECTION 6.11. ADDITIONAL COVENANT REGARDING SPECIAL ASSESSMENTS.** In addition to, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2017 Special Assessments, and to continue to levy and/or collect the Series 2017 Special Assessments, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2017 Bonds, when due.

**[End of Article VI]**



**IN WITNESS WHEREOF**, Catalina at Winkler Preserve Community Development District has caused this Second Supplemental Indenture to be executed by the Chairman of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors, Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, has caused this Second Supplemental Indenture to be executed by one of its Authorized Signatories, all as of the day and year first above written.

[SEAL]

Attest:

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Belinda Blandon, Assistant Secretary  
Board of Supervisors

By: \_\_\_\_\_  
Keith Sherman, Chairman  
Board of Supervisors

**WHITNEY BANK**, a Mississippi State  
Chartered Bank, doing business as Hancock  
Bank, as Trustee

By: \_\_\_\_\_  
[ ]  
Vice President

**EXHIBIT A**

**FORM OF SERIES 2017 BOND**

R-1

\$[\_\_\_\_\_]

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
(LEE COUNTY, FLORIDA)  
SPECIAL ASSESSMENT REFUNDING BOND, SERIES 2017**

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>
3.30%	May 1, 2036	December __, 2017

REGISTERED OWNER: WHITNEY BANK, A MISSISSIPPI STATE CHARTERED BANK,  
DOING BUSINESS AS HANCOCK BANK

PRINCIPAL AMOUNT:

**KNOW ALL PERSONS BY THESE PRESENTS** that Catalina at Winkler Preserve Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the maturity date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the designated corporate trust office of Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, located in Orlando, Florida, as paying agent (said bank and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the principal amount set forth above with interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) thereon at the rate per annum set forth above, subject to adjustment as set forth herein, payable on the first day of May and November of each year, commencing May 1, 2018. Principal of this Series 2017 Bond is payable at the designated corporate trust office of Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, located in Orlando, Florida in lawful money of the United States of America. Notwithstanding the foregoing, so long as Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank shall be the registered owner of all of the Outstanding Series 2017 Bonds, presentment of this Series 2017 Bond for the payment of principal or Redemption Price shall not be required. Interest on this Series 2017 Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, as Registrar (said Registrar and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of this Series 2017 Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a

May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date hereof is prior to May 1, 2018, in which case from the dated date of this Series 2017 Bond specified above, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Series 2017 Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). The foregoing notwithstanding, any Owner of Series 2017 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

If there is a Determination of Taxability not caused by the action of the Owner, the Series 2017 Bonds shall bear interest from the earliest effective date of such Determination of Taxability at rates per annum, equal to the applicable Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees to pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest paid on the Series 2017 Bonds during the Determination of Taxability Period and (B) the amount of interest that would have been paid on the Series 2017 Bonds during the Determination of Taxability Period had the Series 2017 Bonds borne interest at the applicable Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the occurrence of a Determination of Taxability. In no event shall the interest, penalties on overdue interest and additions to tax cumulatively result in amounts being paid by the Issuer in any given year which exceed a 4.96% interest equivalent. The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify such information.

Upon the occurrence of an Event of Default under the Indenture, interest on the Series 2017 Bonds shall thereafter accrue at an amount not to exceed the Default Rate. To the extent that the Event of Default shall thereafter be rescinded or cured as provided in Article XII of the Master Indenture, interest shall again accrue at the Tax Exempt Rate unless a Determination of Taxability shall have occurred as provided in the foregoing paragraph.

THE SERIES 2017 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER

THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, LEE COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2017 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY, AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE SERIES 2017 BONDS. THE SERIES 2017 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Series 2017 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

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

**IN WITNESS WHEREOF**, Catalina at Winkler Preserve Community Development District has caused this Series 2017 Bond to be signed by the manual signature of the Chairman of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Keith Sherman, Chairman  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Belinda Blandon, Assistant Secretary  
Board of Supervisors

## **CERTIFICATE OF AUTHENTICATION**

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

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

**WHITNEY BANK**, a Mississippi State  
Chartered Bank, doing business as Hancock  
Bank, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[Back of Series 2017 Bond]

This Bond is one of an authorized series of Bonds of Catalina at Winkler Preserve Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), designated as "Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), in the aggregate principal amount of \$2,995,000 of like date, tenor and effect, except as to number. The Series 2017 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act. Proceeds of the Series 2017 Bonds shall be used to provide funds, together with Refunded Indenture Funds, for (i) the current refunding, redemption and defeasance of all of the Outstanding Refunded Bonds, (ii) the funding of the Series 2017 Debt Service Reserve Account for the Series 2017 Bonds, and (iii) the payment of the costs of issuance of the Series 2017 Bonds. The Series 2017 Bonds are issued under, and are secured and governed by, a Master Trust Indenture dated as of December 1, 2005 (the "Master Indenture"), by and between the Issuer and Wachovia Bank, National Bank, as trustee thereunder, succeeded in trust by U.S. Bank National Association (the "Prior Trustee"), and a Second Supplemental Trust Indenture dated as of December 1, 2017 (the "Second Supplemental Indenture"), among the Issuer and Whitney Bank, a Mississippi State chartered bank, doing business as Hancock Bank, as successor in interest to the Prior Trustee under the Master Indenture (the "Trustee") (the Master Indenture and the Second Supplemental Indenture together are referred to herein as the "Indenture"), executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida. All capitalized terms used herein and not expressly defined herein shall have the meanings ascribed thereto in the Indenture.

The Series 2017 Bonds shall be issued as fully registered bonds in authorized denominations as set forth in the Indenture.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2017 Bonds issued under the Indenture, the operation and application of the Series 2017 Debt Service Reserve Account securing the Series 2017 Bonds and other Funds and Accounts charged with and pledged to the payment of the principal of and interest on the Series 2017 Bonds, the levy, and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Series 2017 Bonds, the terms and conditions on which the Series 2017 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which the Indenture may be amended without the consent of the registered owners of Series 2017 Bonds, the conditions under which the Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Series 2017 Bonds Outstanding, and as to other rights and remedies of the registered owners of the Series 2017 Bonds.

The registered owner of this Series 2017 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the registered owner of this Series 2017 Bond that such registered owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Series 2017 Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Series 2017 Bond, the registered and beneficial owner hereof assents to all the provisions of the Indenture.

This Series 2017 Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy, and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Series 2017 Bonds.

The Series 2017 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2017 Bonds shall be made on the dates specified below. Except as otherwise provided in the Indenture, if less than all the Series 2017 Bonds are to be redeemed, the Trustee shall select the Series 2017 Bonds or portions of the Series 2017 Bonds to be redeemed by lot. Partial redemption of Series 2017 Bonds shall be made in such a manner that the remaining Series 2017 Bonds held by each Bondholder shall be in Authorized Denominations.

### **Optional Redemption**

Notwithstanding anything herein or in the Master Indenture, the Series 2017 Bonds are subject to redemption prior to maturity at the option of the Issuer in whole or in part, on any Business Day, at a Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed plus interest accrued to the redemption date.

### **Extraordinary Mandatory Redemption**

The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole on any date or in part on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Series 2017 Bonds to be redeemed, plus interest accrued to the redemption date from moneys deposited into the Series 2017 Bond Redemption Fund from prepayments of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 4.04 of the Second Supplemental Indenture.

On each March 15th and September 15th on which it has received moneys to be deposited into the Series 2017 Bond Redemption Fund, the Trustee shall transfer from the Series 2017 Revenue Account for deposit in such Series 2017 Bond Redemption Fund an amount sufficient to increase the amount on deposit therein to an integral multiple of \$1,000 and, in each case, shall thereupon give notice and cause the extraordinary mandatory redemption of Series



2017 Bonds on the next possible Interest Payment Date (taking into account the notice of redemption to be provided therefor) in the maximum aggregate principal amount for which moneys are then on deposit in such Series 2017 Bond Redemption Fund in accordance with the provisions for extraordinary mandatory redemption of Series 2017 Bonds.

### **Mandatory Sinking Fund Redemption**

The Series 2017 Bonds are subject to mandatory sinking fund redemption on May 1 in the years and amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date:

<b>Year (May 1)</b>	<b>Principal Amount</b>	<b>Year (May 1)</b>	<b>Principal Amount</b>
	\$		\$

\*

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\* Maturity.

The principal amounts set forth in the foregoing tables shall be adjusted as specified by the Issuer as provided below by any principal amounts of the corresponding Series 2017 Bonds redeemed pursuant to Section 3.01 of the Second Supplemental Indenture or purchased pursuant to Article VIII of the Master Indenture.

Upon (i) any redemption or purchase of Series 2017 Bonds subject to mandatory sinking fund redemption other than in accordance with scheduled mandatory sinking fund payments, or (ii) any change in the interest rate on the Series 2017 Bonds on account of a Determination of Taxability, the Issuer shall promptly cause to be recalculated and delivered to the Trustee and the Owner revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of all maturities of the corresponding Series 2017 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of such Series 2017 Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Series 2017 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent years.

In connection with such mandatory sinking fund redemption of Series 2017 Bonds, amounts shall be transferred from the Revenue Fund to the Series 2017 Sinking Fund Account of the Debt Service Fund, all as more particularly described in 4.02 of the Second Supplemental Indenture.

### **Notice of Redemption**

When required to redeem Series 2017 Bonds under any provision of the Second Supplemental Indenture or directed to redeem Series 2017 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2017 Bonds to be redeemed, unless waived in writing by such Owners, notice of the redemption, as set forth in Section 8.02 of the Master Indenture; provided, however, that notice of any extraordinary mandatory redemption shall be provided no later than ten (10) days prior to the date of extraordinary mandatory redemption.

The Issuer shall keep books for the registration of the Series 2017 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. The Series 2017 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2017 Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Series 2017 Bond or Series 2017 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. There shall be no charge for any such exchange or transfer of Series 2017 Bonds, but the Issuer may require payment of a sum sufficient to pay any tax, fee or other governmental charge imposed. Neither the Issuer nor the Registrar shall be required (a) to transfer or exchange Series 2017 Bonds for a period of 15 days next preceding any selection of Series 2017 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Series 2017 Bond called for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar may deem and treat the person in whose name any Series 2017 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2017 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Series 2017 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2017 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Series 2017 Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including

particularly the Act, and that the issuance of this Series 2017 Bond, and of the issue of the Bonds of which this Series 2017 Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

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## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds, refunding prior Bonds which were validated by final judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, rendered on the 14<sup>th</sup> day of November, 2005.

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Keith Sherman, Chairman  
Board of Supervisors

(SEAL)

Attest:

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Belinda Blandon, Assistant Secretary  
Board of Supervisors

## ABBREVIATIONS

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

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

UNIFORM GIFT MIN ACT - Custodian

	(Cust)	(Minor) under Uniform Gifts
to Minors	Act	
	(State)	

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

\*\*\*\*\*

## ASSIGNMENT

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

Dated:

Social Security Number or Employer Identification Number of Transferee:

Signature guaranteed:

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.

Refunded Bonds  
**ESCROW DEPOSIT AGREEMENT**

**ESCROW DEPOSIT AGREEMENT** (the "Agreement"), dated December \_\_, 2017, between **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special-purpose government (the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, as escrow agent (the "Escrow Agent"), a national banking association authorized to accept and execute escrows of the character herein set out, with its designated office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801.

**WHEREAS**, the District has heretofore issued, sold and delivered its \$3,560,000 Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2005, currently outstanding in the aggregate principal amount of \$2,795,000 (the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of December 1, 2005 (the "Master Trust Indenture"), from the District to Wachovia Bank National Association, subsequently succeeded by U.S. Bank National Association, as trustee (the "Prior Trustee"), as amended and supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2005 (the "First Supplemental Indenture"), from the District to the Prior Trustee (the Master Trust Indenture, as supplemented by the First Supplemental Indenture, is hereinafter sometimes called the "Indenture"); and

**WHEREAS**, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

**WHEREAS**, the District has authorized the issuance, sale and delivery of its \$2,995,000 Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2017 (the "Series 2017 Bonds") pursuant to a Second Supplemental Trust Indenture, dated as of December 1, 2017 (the "Second Supplemental Indenture"), among the District and Whitney Bank, a Mississippi state chartered bank, doing business as Hancock Bank, as successor to the Prior Trustee for the Series 2017 Bonds (the "Trustee") to secure the issuance of the Series 2017 Bonds and to set forth the terms of the Series 2017 Bonds; and

**WHEREAS**, a portion of the proceeds of the Series 2017 Bonds, together with certain other legally available moneys of the District, will be held uninvested and applied to pay the maturing principal or redemption price equal to 100% of the outstanding principal balance of the Refunded Bonds to be paid or redeemed, plus accrued interest thereon through **[January \_\_ 2018]** (the "Redemption Date"); and

**WHEREAS**, it is necessary for the District to enter into this Agreement in order to establish an irrevocable escrow account held for the deposit of the proceeds of the Series 2017 Bonds and other available moneys deposited with the Escrow Agent hereunder, and to provide for the proper and timely application of the moneys deposited hereunder to the payment of the Refunded Bonds through the Redemption Date of the Refunded Bonds; and

**WHEREAS**, the District has provided to the Escrow Agent a copy of a verification report from Causey Demgen & Moore, P.C., dated [December \_\_, 2017] (the "Verification Report"), confirming the District's representation that the money deposited in the escrow deposit fund and held in cash uninvested, and investment income and earnings derived therefrom, is sufficient to provide for the defeasance and payment at maturity or upon redemption of the Refunded Bonds pursuant to the Master Trust Indenture; and

**WHEREAS**, the issuance of the Series 2017 Bonds, the deposit of cash into an escrow deposit fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Master Trust Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE**, the District, in consideration of the foregoing and the mutual covenants set forth in this Agreement and in order to secure the timely payment of the maturing principal or Redemption Price of the Refunded Bonds through the Redemption Date, does hereby grant, transfer, pledge, unto the Escrow Agent all of the property hereinafter described in Divisions I, II, and III (collectively, the "Escrowed Funds"):

#### **DIVISION I**

All right, title and interest in and to \$[\_\_\_\_\_] representing \$[\_\_\_\_\_] from proceeds of the Series 2017 Bonds (the "Bond Proceeds") and the sum of \$[\_\_\_\_\_] received from the District from other available funds held under the First Supplemental Indenture and referred to therein as "Refunded Indenture Funds" (the "District Moneys"), which amounts shall be deposited directly with the Escrow Agent upon the execution and delivery of this Agreement.

#### **DIVISION II**

Any and all other property of every kind and nature conveyed, pledged, assigned or transferred as and for additional security under this Agreement by the District, or by anyone on behalf of the District to the Escrow Agent for the benefit of the Holders of the Refunded Bonds.

#### **DIVISION III**

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the District or by anyone in its behalf, be subject to the pledge hereof.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. PREAMBLES.** The recitals stated above are true and correct and incorporated herein.



**SECTION 2. RECEIPT OF INDENTURE.** Receipt of a true and correct copy of the Indenture and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Indenture, including, without limitation, Articles VIII and XIV of the Master Trust Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by MBS Capital Markets, LLC, which the District represents, show the calculations related to the sufficiency of the amount needed to refund the Refunded Bonds, as verified by the Verification Report.

**SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS.** In accordance with Articles VIII and XIV of the Master Trust Indenture, concurrently with the defeasance of the Refunded Bonds, as described in Section 10 hereof, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds shall cease, terminate and become void and be discharged and satisfied.

**SECTION 4. ESTABLISHMENT OF ESCROW FUND AND DEPOSIT OF MONEYS IN ESCROW FUND.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Catalina at Winkler Preserve Community Development District (Lee County, Florida) Special Assessment Refunding Bonds, Series 2005 Escrow Deposit Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$[\_\_\_\_\_] from Bond Proceeds and the sum of \$[\_\_\_\_\_] received from District Moneys, all of which, based on the Verification Report, the District represents, will provide moneys sufficient to pay the maturing principal or Redemption Price of, and interest on, the Refunded Bonds, when due and payable, at or prior to maturity thereof on [January \_\_, 2018], as more particularly described in Schedule A attached hereto and made a part hereof. The District directs the Escrow Agent, in its capacity as Prior Trustee for the holders of the Series 2005 Bonds, to make the transfer of certain funds currently held for the Series 2005 Bonds, as set forth in the Final Numbers, the Verification Report and the Fourth Supplemental Indenture. All funds deposited in the Escrow Fund shall be held uninvested.

**SECTION 5. RESERVED.**

**SECTION 6. SUFFICIENCY OF DEPOSIT.** In reliance upon the Final Numbers and the Verification Report, the District represents that the Escrowed Funds or other property hereunder in the Escrow Fund is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, and interest due on the Refunded Bonds as described in Schedule A attached hereto. If the Escrowed Funds shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

**SECTION 7. ESCROWED FUNDS HELD FOR THE BENEFIT OF HOLDERS OF REFUNDED BONDS.** The deposit of moneys and Government Obligations or other

property hereunder in the Escrow Fund shall be held solely for the benefit of the payment of the principal of, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A hereto, and said moneys shall be used solely for such purpose.

**SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND.** The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A hereto. The moneys or other property hereunder in the Escrow Fund shall be used to pay the principal of, and interest on the Refunded Bonds as the same may mature or are called for redemption. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the moneys available for such purposes in the Escrow Fund.

**SECTION 9. REFUNDING OF REFUNDED BONDS.** The District hereby irrevocably instructs the Escrow Agent to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the refunding of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Escrow Agent for such notices. A form notice of redemption is attached hereto as Schedule B.

**SECTION 10. DEFEASANCE OF REFUNDED BONDS.** Concurrently with the deposit of the Escrowed Funds set forth in Section 4 hereof, the District represents that, in reliance upon Schedule A hereto, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XIV of the Master Trust Indenture. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given the notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule C.

**SECTION 11. ESCROW FUND IRREVOCABLE.** The deposit of moneys and Government Obligations or other property hereunder in the Escrow Fund shall constitute an irrevocable deposit of said moneys and other property hereunder for the benefit of the holders of the Refunded Bonds, subject to the provisions of this Agreement. The holders of the Refunded Bonds shall, subject to the provisions of this Agreement, have an express lien on all moneys and other property in the Escrow Fund. The moneys deposited in the Escrow Fund and other property hereunder and the interest thereon shall be held in escrow by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth, for the payment of the principal of and interest on the Refunded Bonds as the same become due and payable, and the Redemption Price upon the optional redemption thereof on the Redemption Date, as more specifically set forth in Schedule A hereto.

**SECTION 12. AMENDMENTS TO AGREEMENT.** This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the

written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of nationally recognized Bond Counsel with respect to compliance with this Section 12, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 12.

**SECTION 13. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION.** In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses in the amount of \$[\_\_\_\_], receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon any of the moneys or other property hereunder in said Escrow Fund for the payment of fees and expenses. To the extent permitted by Florida law and without waiving any protections afforded by Florida law, the District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless, to the extent allowed by law, against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its negligence or willful misconduct. Indemnification provided under this Section 13 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance

herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement or any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for negligent or willful misconduct of the Escrow Agent which violates or fails to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

**SECTION 14. BROKERAGE CONFIRMATIONS.** The Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

**SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT.** As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

**SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT.** The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting

hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the Second paragraph of this Section 15.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 15 within forty-five (45) days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the District the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further liability hereunder and the District shall to the extent provided by applicable law, and without waiving any protections afforded by Florida law, indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, and powers of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the escrow created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 17. TERMINATION OF AGREEMENT.** Except as provided in Section 13 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A hereto, all moneys remaining in the Escrow Fund shall be released to the District.

**SECTION 18. GOVERNING LAW.** This Agreement shall be governed by the applicable laws of the State of Florida.

**SECTION 19. SEVERABILITY.** If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION 21. NOTICES.** Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank National Association  
Corporate Trust Services  
225 East Robinson Street, Suite 250  
Orlando, Florida 32801  
Attention: Stacey Johnson

If to the District:

Catalina at Winkler Preserve Community Development District  
c/o District Manager - Rizzetta & Co.  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625  
Attention: Belinda Blandon

Copy to District Counsel:

Hopping, Green & Sams PA  
119 South Monroe St., Suite 300  
Tallahassee, Florida 32301  
Attention: Jere Earlywine

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first above written.

ATTEST:

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Belinda Blandon, Assistant Secretary  
Board of Supervisors

By: \_\_\_\_\_  
Keith Sherman, Chairman  
Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,**  
as Escrow Agent

By: \_\_\_\_\_  
Stacey Johnson  
Vice President

[SIGNATURE PAGE TO ESCROW DEPOSIT AGREEMENT]



**SCHEDULE A**

**SCHEDULE OF PAYMENTS ON  
REFUNDED BONDS**

<b><u>Date</u></b>	<b><u>Principal</u></b>	<b><u>Principal Redeemed</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
[January __, 2018]	\$_[_____]	\$_[_____]	\$_[_____]	\$_[_____]

## SCHEDULE B

### NOTICE OF REDEMPTION

**Catalina at Winkler Preserve Community Development District  
Special Assessment Refunding Bonds,  
Series 2005**

**Term Bond**

<b>Maturity Date (May 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Original CUSIP<sup>1</sup></b>
2036	\$3,560,000	5.60%	148817 AA7

NOTICE IS HEREBY GIVEN pursuant to the provisions of that certain Master Trust Indenture, dated December 1, 2005, by and between the Catalina at Winkler Preserve Community Development District (the "District") and Wachovia Bank, National Association, subsequently succeeded by U.S. Bank National Association, as trustee, as amended and supplemented by that certain First Supplemental Trust Indenture, dated as of December 1, 2005, by and between the District and U.S. Bank National Association, as successor trustee, under which the above-captioned bonds (the "Refunded Bonds") were issued (the "Indenture"), that such Redeemed Bonds have been called for redemption prior to maturity on **[January \_\_, 2018]** (the "Redemption Date"), at a redemption price equal to 100% of the outstanding principal balance of the Refunded Bonds to be redeemed, plus accrued interest thereon to the Redemption Date (the "Redemption Price").

Interest on the Refunded Bonds hereby called for redemption will cease to accrue on and after the Redemption Date.

Bondholders presenting their Refunded Bonds in person for same day payment must surrender their Redeemed Bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Refunded Bonds, you are not required to endorse the Bond to collect the Redemption Price.

**Delivery Instructions:**

U.S. Bank National Association  
Corporate Trust Services  
111 Fillmore Avenue East  
St. Paul, MN 55107-1402

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<sup>1</sup> Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

### **REQUIREMENT INFORMATION**

For a list of redemption requirements please visit our website at [www.usbank.com/corporatetrust](http://www.usbank.com/corporatetrust) and click on the "Bondholder Information" link.

### **IMPORTANT NOTICE**

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

Holders with other questions may contact U.S. Bank either at (800) 934 6802, option #4; or, at [www.usbank.com/corp\\_trust/bondholder\\_contact.html](http://www.usbank.com/corp_trust/bondholder_contact.html).

The required deposit having been made with U.S. Bank National Association, as Escrow Agent, the Refunded Bonds are deemed to have been paid in accordance with Article XIV of the Indenture.

No representation is made as to the correctness or accuracy of the CUSIP numbers identifying, by issue and maturity, the Refunded Bonds listed in this notice or printed on such Refunded Bonds.

Dated: December \_\_\_, 2017.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee on behalf of the District

## SCHEDULE C

### NOTICE OF DEFEASANCE

#### **Catalina at Winkler Preserve Community Development District Special Assessment Refunding Bonds, Series 2005**

##### **Term Bond**

\$3,560,000– 5.60% Term Bond Due May 1, 2036 – Interest Rate 5.60%  
CUSIP No.: 148817 AA7

**NOTICE IS HEREBY GIVEN** that that there has been deposited with U.S. Bank National Association, as Escrow Agent, moneys consisting of refunding bond proceeds and other available moneys which have been invested in obligations consisting of securities which are direct obligations of, or obligations which are fully and unconditionally guaranteed by, the United States of America, sufficient to pay at maturity or on the date fixed for redemption the Redemption Price and interest due and to become due on the above-captioned Bonds (collectively, the "Defeased Bonds") on or prior to the maturity or redemption date of **[January \_\_, 2018]**, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated December [\_\_], 2017 (the "Escrow Agreement"), between Catalina at Winkler Preserve Community Development District and the Escrow Agent.

The Defeased Bonds are deemed to have been paid within the meaning of Article XIV of the Master Trust Indenture dated as of December 1, 2005, under which the Defeased Bonds were issued and are secured. **This notice does not constitute a notice of redemption and no Defeased Bonds should be delivered to the District or its paying agents as a result of this publication.**

The Escrow Agent is providing notice of redemption in accordance with the provisions of the Indenture.

Dated: December \_\_, 2017

U.S. BANK NATIONAL ASSOCIATION,  
Escrow Agent

# Tab 7



Rizzetta & Company

# **Catalina at Winkler Preserve Community Development District**

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**Amended Budget Packet for Fiscal Year 2016/2017**

**Presented by: Rizzetta & Company, Inc.**

**9530 Marketplace Road  
Suite 206  
Fort Myers, Florida 33912  
Phone: 239.936.0913**

**[rizzetta.com](http://rizzetta.com)**

Amended Budget  
Catalina at Winkler Preserve Community Development District  
General Fund  
Fiscal Year 2016/2017

	Chart of Accounts Classification	Actual YTD through 09/30/17	Projected Annual Totals 2016/2017	Annual Budget for 2016/2017	Projected Budget variance for 2016/2017	Amended Budget for 2016/2017	Budget Increase/ (Decrease)
1							
2	<b>REVENUES</b>						
3							
4	Interest Earnings						
5	Interest Earnings	\$ 15	\$ 15	\$ -	\$ 15	\$ -	\$ -
6	Special Assessments						
7	Tax Roll	\$ 158,382	\$ 158,382	\$ 156,510	\$ 1,872	\$ 156,510	\$ -
8							
9	<b>TOTAL REVENUES</b>	<b>\$ 158,397</b>	<b>\$ 158,397</b>	<b>\$ 156,510</b>	<b>\$ 1,887</b>	<b>\$ 156,510</b>	<b>\$ -</b>
10							
11	<b>BALANCE FORWARD FROM PRIOR YEAR</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,956</b>	<b>\$ 10,956</b>
12							
13	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 158,397</b>	<b>\$ 158,397</b>	<b>\$ 156,510</b>	<b>\$ 1,887</b>	<b>\$ 167,466</b>	<b>\$ 10,956</b>
14							
15	<b>EXPENDITURES - ADMINISTRATIVE</b>						
16							
17	Legislative						
18	Supervisor Fees	\$ 5,000	\$ 5,000	\$ 4,000	\$ (1,000)	\$ 4,000	\$ -
19	Financial & Administrative						
20	Administrative Services	\$ 5,400	\$ 5,400	\$ 5,400	\$ -	\$ 5,400	\$ -
21	District Management	\$ 19,248	\$ 19,248	\$ 19,248	\$ -	\$ 19,248	\$ -
22	District Engineer	\$ 22,415	\$ 22,415	\$ 12,200	\$ (10,215)	\$ 12,200	\$ -
23	Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -
24	Trustees Fees	\$ 3,233	\$ 3,233	\$ 3,500	\$ 267	\$ 3,500	\$ -
25	Financial and Revenue Collections	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -
26	Accounting Services	\$ 12,000	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	\$ -
27	Auditing Services	\$ 3,223	\$ 3,223	\$ 3,200	\$ (23)	\$ 3,200	\$ -
28	Printed Agendas	\$ 555	\$ 555	\$ 1,200	\$	\$ 1,200	\$ -
29	Public Officials Liability Insurance	\$ 2,250	\$ 2,250	\$ 2,588	\$ 338	\$ 2,588	\$ -
30	Legal Advertising	\$ 464	\$ 464	\$ 750	\$ 286	\$ 750	\$ -
31	Dues, Licenses & Fees	\$ 735	\$ 735	\$ 800	\$ 65	\$ 800	\$ -
32	Miscellaneous Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -
33	Tax Collector /Property Appraiser Fees	\$ 282	\$ 282	\$ 282	\$ -	\$ 282	\$ -
34	Website Fees & Maintenance	\$ 2,100	\$ 2,100	\$ 2,100	\$ -	\$ 2,100	\$ -
35	Legal Counsel						
36	District Counsel	\$ 7,757	\$ 7,757	\$ 10,000	\$ 2,243	\$ 10,000	\$ -
37							
38	<b>Administrative Subtotal</b>	<b>\$ 95,662</b>	<b>\$ 95,662</b>	<b>\$ 88,768</b>	<b>\$ (6,894)</b>	<b>\$ 88,768</b>	<b>\$ -</b>
39							
40	<b>EXPENDITURES - FIELD OPERATIONS</b>						
41							
42	Electric Utility Services						
43	Utility-Fountains	\$ 2,510	\$ 2,510	\$ 5,000	\$ 2,490	\$ 5,000	\$ -
44	Stormwater Control						
45	Aquatic Maintenance	\$ 5,220	\$ 5,220	\$ 7,200	\$ 1,980	\$ 7,200	\$ -
46	Fountain Service Repairs & Maintenance	\$ 1,894	\$ 1,894	\$ 3,500	\$ 1,606	\$ 3,500	\$ -
47	Lake/Pond Bank Maintenance	\$ 51,454	\$ 51,454	\$ 40,000	\$ (11,454)	\$ 50,956	\$ 10,956
48	Mitigation Area Monitoring & Maintenance	\$ 8,358	\$ 8,358	\$ 6,000	\$ (2,358)	\$ 6,000	\$ -
49	Aquatic Plant Replacement	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -
50	Stormwater System Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
51	Other Physical Environment						
52	General Liability Insurance	\$ 2,250	\$ 2,250	\$ 2,570	\$ 320	\$ 2,570	\$ -
53	Property Insurance	\$ 119	\$ 119	\$ 472	\$ 353	\$ 472	\$ -
54							
55	<b>Field Operations Subtotal</b>	<b>\$ 71,805</b>	<b>\$ 71,805</b>	<b>\$ 67,742</b>	<b>\$ (4,063)</b>	<b>\$ 78,698</b>	<b>\$ 10,956</b>
56							
58	<b>TOTAL EXPENDITURES</b>	<b>\$ 167,467</b>	<b>\$ 167,467</b>	<b>\$ 156,510</b>	<b>\$ (10,957)</b>	<b>\$ 167,466</b>	<b>\$ 10,956</b>
59							
60	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ (9,070)</b>	<b>\$ (9,070)</b>	<b>\$ -</b>	<b>\$ (9,070)</b>	<b>\$ -</b>	<b>\$ -</b>

Amended Budget  
Catalina at Winkler Preserve Community Development District  
Reserve Fund  
Fiscal Year 2016/2017

	Chart of Accounts Classification	Actual YTD through 09/30/17	Projected Annual Totals	Annual Budget for 2016/2017	Projected Budget variance for 2016/2017	Amended Budget for 2016/2017	Budget Increase/ (Decrease)
1							
2	<b>REVENUES</b>						
3							
4	Interest Earnings						
5	Interest Earnings	\$ 68	\$ 68	\$ -	\$ 68	\$ -	
6	Special Assessments						
7	Tax Roll*	\$ 20,350	\$ 20,350	\$ 20,350	\$ -	\$ 20,350	\$ -
8							
9	<b>TOTAL REVENUES</b>	<b>\$ 20,350</b>	<b>\$ 20,418</b>	<b>\$ 20,350</b>	<b>\$ -</b>	<b>\$ 20,350</b>	<b>\$ -</b>
10							
11	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12							
13	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 20,350</b>	<b>\$ 20,418</b>	<b>\$ 20,350</b>	<b>\$ -</b>	<b>\$ 20,350</b>	<b>\$ -</b>
14							
17	<b>EXPENDITURES</b>						
18							
19	Contingency						
20	Capital Reserves	\$ -	\$ 20,350	\$ 20,350	\$ -	\$ 20,350	\$ -
21							
22	<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 20,350</b>	<b>\$ 20,350</b>	<b>\$ -</b>	<b>\$ 20,350</b>	<b>\$ -</b>
23							
24	<b>EXCESS OF REVENUES OVER</b>	<b>\$ 20,350</b>	<b>\$ 68</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



# Tab 8

## RESOLUTION 2018-04

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 9, 2016, the Board of Supervisors of the Catalina at Winkler Preserve Community Development District (“**Board**”), adopted Resolution 2016-08 providing for the adoption of the District’s fiscal year 2017 annual budget (“**Budget**”); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2016-08 authorize the Board to amend the Budget; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for fiscal year 2017.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Catalina at Winkler Preserve Community Development District for the

fiscal year ending September 30, 2017, as amended and adopted by the Board of Supervisors effective November 30, 2017.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the Catalina at Winkler Preserve Community Development District, for the fiscal year beginning October 1, 2016, and ending September 30, 2017, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$187,816.00
DEBT SERVICE FUND, SERIES 2005	\$243,149.99
<b>TOTAL ALL FUNDS</b>	<b>\$430,965.99</b>

**3. CONFLICTS.** This Resolution is intended to amend in part Resolution 2016-08, which remains in full force and effect except as otherwise provided herein. All of the terms of Resolution 2016-08 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**5. EFFECTIVE DATE.** This Resolution shall take effect as of November 30, 2017.

Introduced, considered favorably, and adopted this 6<sup>th</sup> day of December, 2017.

**ATTEST:**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:** Amended Fiscal Year 2016/2017 Budget