

# **RYE RANCH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**November 9, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING AND  
AUDIT COMMITTEE  
MEETING AGENDA**

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

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

November 2, 2023

Board of Supervisors  
Rye Ranch Community Development District

Dear Board Members:

The Board of Supervisors of the Rye Ranch Community Development District will hold a Regular Meeting and Audit Committee Meeting on November 9, 2023 at 5:00 p.m., at 6102 162<sup>nd</sup> Avenue E, Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Jeff Cerven [Seat 4]; *Term Expires November 2024*
4. Consider Appointment of Roger Aman to Fill Unexpired Term of Seat 4
  - Administration of Oath of Office to Appointed Supervisor (*the following will be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2024-03, Appointing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-04, Adopting an Amended General Fund Budget for Fiscal Year 2023/2024, Providing for Appropriations; Addressing Conflicts and Severability; and Providing for an Effective Date

**ATTENDEES:**

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

7. Consideration of Outstanding Financing Items
  - A. Presentation of Supplemental Engineer's Report (Pod A 2023 Project) – SEE EXHIBIT A OF RESOLUTION 2024-05
  - B. Presentation of Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report – SEE EXHIBIT B OF RESOLUTION 2024-05
  - C. Consideration of Resolution 2024-05, Setting Forth the Specific Terms of the Rye Ranch Community Development District's Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation And Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date
    - I. Exhibit A: *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023
    - II. Exhibit B: *Pod A Project Master Special Assessment Methodology Report*, dated November 2, 2022, as supplemented by the *Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report*, dated October 24, 2023
    - III. Exhibit C: *Legal Description of the Assessment Area*
    - IV. Comp. Exhibit D: *Maturities and Coupon of Bonds*  
*Sources and Uses of Funds for Bonds*  
*Annual Debt Service Payment Due on Bonds*
8. Consideration of Issuer Counsel Documents Related to the Pod A 2023 Bonds
  - A. Completion Agreement - Pod A 2023 Bonds
  - B. Acquisition Agreement - Pod A 2023 Project
  - C. Collateral Assignment - Pod A 2023 Bonds
  - D. Declaration of Consent - Pod A 2023 Bonds
  - E. True-Up Agreement - Pod A 2023 Bonds
  - F. Notice of Special Assessments - Pod A 2023 Bonds



9. Consideration of Resolution 2024-06, Confirming, Ratifying, Approving and Further Authorizing the Actions of the Chairman and District Staff Regarding the Assignment of Construction Contracts and Acquisition of Certain Improvements; and Addressing Severability and an Effective Date (Portion of Pod A 2023 Project Area)
  - A. Exhibit A: Summary of Construction Agreement
  - B. Composite Exhibit B – Assignment Documents
    - I. Assignment of Contractor Agreement packet
    - II. Construction Funding Agreement
    - III. Personnel Leasing Agreement
    - IV. Temporary Construction Easement
10. Consideration of Resolution 2024-07, Authorizing an Individual Designated by the Board of Supervisors to Act as the District’s Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District’s Infrastructure Improvements as Provided in the District’s Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
11. Consideration of Resolution 2024-08, Providing for the Collection and Enforcement of Pod A 2023 Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
12. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
13. Review of Response to Request for Proposals (RFP) for Annual Audit Services
  - A. Affidavit of Publication
  - B. RFP Package
  - C. Respondents
    - I. Berger, Toombs, Elam, Gaines & Frank
    - II. Grau & Associates
  - D. Auditor Evaluation Matrix/Ranking

- 14. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
- 15. Consider Recommendation of Audit Selection Committee
  - Award of Contract
- 16. Acceptance of Unaudited Financial Statements as of September 30, 2023
- 17. Approval of October 11, 2023 Special Meeting Minutes
- 18. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *ZNS Engineering, L.C*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: November 15, 2023 at 5:00 PM

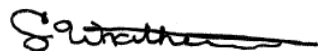
- QUORUM CHECK

SEAT 1	STEPHEN CERVEN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 2	A JOHN FALKNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 3	SCOTT FALKNER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 4	ROGER AMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No
SEAT 5	ROY COHN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	No

- 19. Public Comments
- 20. Board Members' Comments/Requests
- 21. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 801 901 3513**

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**NOTICE OF TENDER OF RESIGNATION**

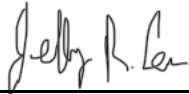
To: Board of Supervisors  
Rye Ranch Community Development District  
Attn: Craig Wrathell/Cindy Cerbone, District Managers  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Jeffrey Cerven  
Printed Name

Date: 10/11/2023  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Rye Ranch Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  personally presented at a duly noticed meeting of the Board of Supervisors,  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or  faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



\_\_\_\_\_  
Signature

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Rye Ranch Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The following is/are appointed as Officer(s) of the District effective November 9, 2023:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of November 9, 2023:

Jeff Cerven \_\_\_\_\_ Assistant Secretary \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2023.**

ATTEST:

**RYE RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2023/2024, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 27, 2023, the Board of Supervisors of Rye Ranch Community Development District ("**Board**"), adopted Resolution 2023-18 providing for the adoption of the District's Fiscal Year 2023/2024 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 and anticipated appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2023-18 authorize the Board to amend the Budget at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024; 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 RYE RANCH 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 2023/2024.

- 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 Rye Ranch Community Development District for the fiscal year ending September 30, 2024, as amended and adopted by the Board of Supervisors effective November 9, 2023.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of Rye Ranch Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sums set forth in **Exhibit A**, 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 amounts set forth in **Exhibit A**.

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2023-18, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-18 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 9, 2023.

Introduced, considered favorably, and adopted this 9th day of November, 2023.

**ATTEST:**

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2023/2024 Budget

**Exhibit A**  
Amended Fiscal Year 2023/2024 Budget

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2024**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Adopted Budget FY 2024	Change	Amended Budget FY 2024
<b>REVENUES</b>			
Landowner contribution - Pod A	\$ 165,642	\$ 2,692	\$ 168,334
Landowner contribution - Pod B-1	29,668	(1,893)	27,775
Landowner contribution - Pod B-2	23,575	(1,509)	22,066
Landowner contribution - Pod C	76,905	710	77,615
Total revenues	<u>295,790</u>	<u>-</u>	<u>295,790</u>
<b>EXPENDITURES</b>			
<b>Professional &amp; administrative</b>			
Managment/accounting/recording	48,000	-	48,000
Legal	25,000	-	25,000
Engineering	2,000	-	2,000
Audit	6,000	-	6,000
Arbitrage rebate calculation*	-	-	-
Dissemination agent**	-	-	-
Trustee***	-	-	-
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	6,500	-	6,500
Annual special district fee	175	-	175
Insurance	5,500	-	5,500
Contingencies/bank charges	500	-	500
Website			
Hosting & maintenance	705	-	705
ADA compliance	210	-	210
Total professional & administrative	<u>95,790</u>	<u>-</u>	<u>95,790</u>
<b>Field operations</b>			
Field operations, repair & maintenance	<u>200,000</u>	<u>-</u>	<u>200,000</u>
Total field operations	<u>200,000</u>	<u>-</u>	<u>200,000</u>
Total expenditures	<u>295,790</u>	<u>-</u>	<u>295,790</u>
Net increase/(decrease) of fund balance	-	-	-
Fund balance - beginning (unaudited)	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Note: Landowner contribution cost-share: Pod A 56.91%, Pod B-1 9.39%, Pod B-2 7.46%, and Pod C 26.24%.  
Pod A-Kolter Land Partners;Pod B-1 Lennar Homes,LLC;Pod B-2 Rye Ranch, LLC;Pod C-Rye Ranch, LLC

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense will be realized when bonds are issued.

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7C**

**RESOLUTION 2024-05**

**[170.08 SUPPLEMENTAL ASSESSMENT RESOLUTION FOR  
RYE RANCH - POD A 2023 BONDS]**

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2023 (POD A 2023 PROJECT AREA); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Rye Ranch Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the issuance of bonds secured by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") previously adopted, after proper notice and public hearing, Resolution 2023-04 ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of such special assessments; and

**WHEREAS**, pursuant to and consistent with the terms of the Master Assessment Resolution, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

**WHEREAS**, on October 24, 2023, and in order to finance all or a portion of what is known as the "Pod A 2023 Project" (herein, "**Project**"), the District entered into that certain *Bond Purchase Contract* whereby the District agreed to sell its \$8,825,000 Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) ("**Bonds**"); and

**WHEREAS**, pursuant to and consistent with the Master Assessment Resolution, the District desires to set forth the particular terms of the sale of the Bonds and confirm the lien for special assessments securing the Bonds.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

**3. ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. On November 2, 2022, the District, after due notice and public hearing, adopted the Master Assessment Resolution which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds.
- b. The *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer's Report (Pod A 2023 Project)* dated October 2023, and as further amended and supplemented from time to time, attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the Project. The Engineer's Report sets forth the estimated costs of the Project. The District hereby confirms that the Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.
- c. The *Pod A Project Master Special Assessment Methodology Report*, dated November 2, 2022, as supplemented by the *Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report*, dated October 24, 2023, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the Project and the actual terms of the Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the Project benefits all developable property within "Pod A," as further described in **Exhibit C** attached hereto ("**Assessment Area**"). Moreover, the benefits from the Project funded by the Bonds equal or exceed the amount of the special assessments ("**Assessments**"), as described in **Exhibit B**, and such Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the Project to be financed with the Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

**4. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE BONDS.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Bonds and the final amount of the lien of the Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the Bonds, (ii) the estimated sources and uses of funds of the Bonds, and (iii) the debt service due on the Bonds. The lien of the Assessments shall be the principal amount due on the Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).



5. **ALLOCATION AND COLLECTION OF THE ASSESSMENTS.**

- a. The Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the Bonds.
- b. Section 8 of the Master Assessment Resolution sets forth the terms for collection and enforcement of the Assessments. The District hereby certifies the Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessments and present same to the Board as required by law.

6. **IMPACT FEE CREDITS.** Consistent with Section 6.d. of the Master Assessment Resolution, and without intended to limit the same, and in lieu of receiving impact fee credits from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address any impact fee credits applicable to the Project.

7. **PREPAYMENT OF ASSESSMENTS.** Any owner of property subject to the Assessments may, at its option, pre-pay the entire amount of the Assessments any time, or a portion of the amount of the Assessments up to two (2) times, , 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 Bonds)), attributable to the property subject to the Assessments owned by such owner. Except as otherwise set forth herein, Section 8 of Master Assessment Resolution addresses prepayments for the Assessments.

8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Master Assessment Resolution, together with the Assessment Report, shall govern true-up as it relates to the Assessments and the Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as set forth in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

[CONTINUED ON NEXT PAGE]

**APPROVED** and **ADOPTED** this 9th day of November 2023.

**ATTEST:**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Cindy Cerbone, Assistant Secretary

\_\_\_\_\_  
Stephen Cerven, Chairperson

**Exhibit A:** *Master Engineer’s Report – Pod A Project, dated November 2, 2022, as supplemented by the Supplemental Engineer’s Report (Pod A 2023 Project) dated October 2023*

**Exhibit B:** *Pod A Project Master Special Assessment Methodology Report, dated November 2, 2022, as supplemented by the Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report, dated October 24, 2023*

**Exhibit C:** Legal Description of the Assessment Area

**Comp. Exhibit D:** Maturities and Coupon of Bonds  
Sources and Uses of Funds for Bonds  
Annual Debt Service Payment Due on Bonds

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7CI**



**SUPPLEMENTAL ENGINEER'S REPORT  
(POD A 2023 PROJECT)**

PREPARED FOR:

BOARD OF SUPERVISORS  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
(the "District")

ENGINEER:

ZNS Engineering, LC  
Jeb C. Mulock, PE

October 2023

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
FIRST SUPPLEMENTAL ENGINEER'S REPORT - POD A PROJECT**

**1. INTRODUCTION**

The purpose of this report is to provide a description of the first portion of the District's Pod A Project to be known as the "Pod A 2023 Project." This report supplements that certain *Engineer's Report (Bond Validation Version)*, dated March 7, 2022, and *Master Engineer's Report - Pod A Project*, dated November 2, 2022 (together, "**Master Report**"), the terms of which are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

**2. PROPOSED POD A PROJECT**

Pod A is comprised of approximately 561.02 acres of land. The metes and bounds description of Pod A is set forth in Exhibit A. The Pod A 2023 Project, located within Pod A, includes the public infrastructure necessary for the development of what is known as "**Phases IIA, IIB and IIC**" a/k/a the "**Pod A 2023 Project Area**." Pod A 2023 Project Area is planned for the following product types:

Table 1\*

Product Type	Pod A 2023 Project Units (Phases IIA, IIB and IIC)
35' to 39' Villas	44
40'	102
50'	265
60'	47
74'	0
Townhome A	0
Townhome B	0
Townhome C	0
<b>TOTAL</b>	458

\*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units and unit types may be incorporated in the future as permitted by applicable development approvals.

The Pod A 2023 Project is part of the Pod A Project system of improvements serving Pod A. The Pod A 2023 Project infrastructure includes (collectively, "Pod A 2023 Project Improvements"):

- Stormwater improvements within Phases IIA, IIB and IIC
- Roadways within Phases IIA, IIB and IIC
- Water and wastewater utilities within Phases IIA, IIB and IIC
- Differential cost of undergrounding conduit within Phases IIA, IIB and IIC
- Certain landscape/hardscape/irrigation improvements within Phases IIA, IIB and IIC
- Conservation areas within Phases IIA, IIB and IIC
- Professional services
- Offsite and master improvements.

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1 The District anticipates being merged into a stewardship District, to be known as the Northlake Stewardship District ("SD"). Accordingly, upon such merger, the "District" shall refer to the SD.

Among other offsite and master improvements, and in connection with the development of the Pod A 2023 Project, the District intends to construct and/or acquire Rye Road turn lanes which serve Pod A.

**3. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the Pod A 2023 Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as **Exhibit B**.

**4. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Construction Costs for the Pod A 2023 Project. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing.

**TABLE 2**

<b>Improvement</b>	<b>Estimated Cost for Pod A 2023 Project</b>	<b>Operation &amp; Maintenance Entity</b>
Stormwater System	\$6,610,000	Manatee County/District
Public Roadways	\$10,860,000	Manatee County
Water and Wastewater Utilities	\$5,440,000	Manatee County
Undergrounding of Conduit	\$260,000	District
Landscape/Hardscape/Irrigation	\$3,810,000	District
Conservation Areas	\$170,000	District
Off-Site Improvements	\$720,000	Manatee County
Professional Fees	\$770,000	District
Contingency	\$3,870,000	As above
<b>TOTAL</b>	<b>\$32,510,000</b>	

**NOTES:**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.
2. Roadway and landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the Pod A 2023 Project.
3. If not financed by the District, and in the District's discretion, all or a portion of the Pod A 2023 Project improvements may be owned and maintained by a property owner's or homeowner's association.
4. In the District's discretion, the District may elect to enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
5. Any clubhouse(s) or recreational facilities constructed for Phases IIA, IIB or IIC will be privately financed by the Pod A homebuilder and owned by the master property owners' association or the neighborhood homeowners' sub-association.
6. Certain secondary drainage stormwater system improvements, including but not limited to yard drains, associated improvements, and other secondary drainage, and certain common areas and/or common area improvements, may be excluded from the Pod A 2023 Project Improvements at the District's sole discretion.





**EXHIBIT A - Legal Description of Pod A**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET

TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

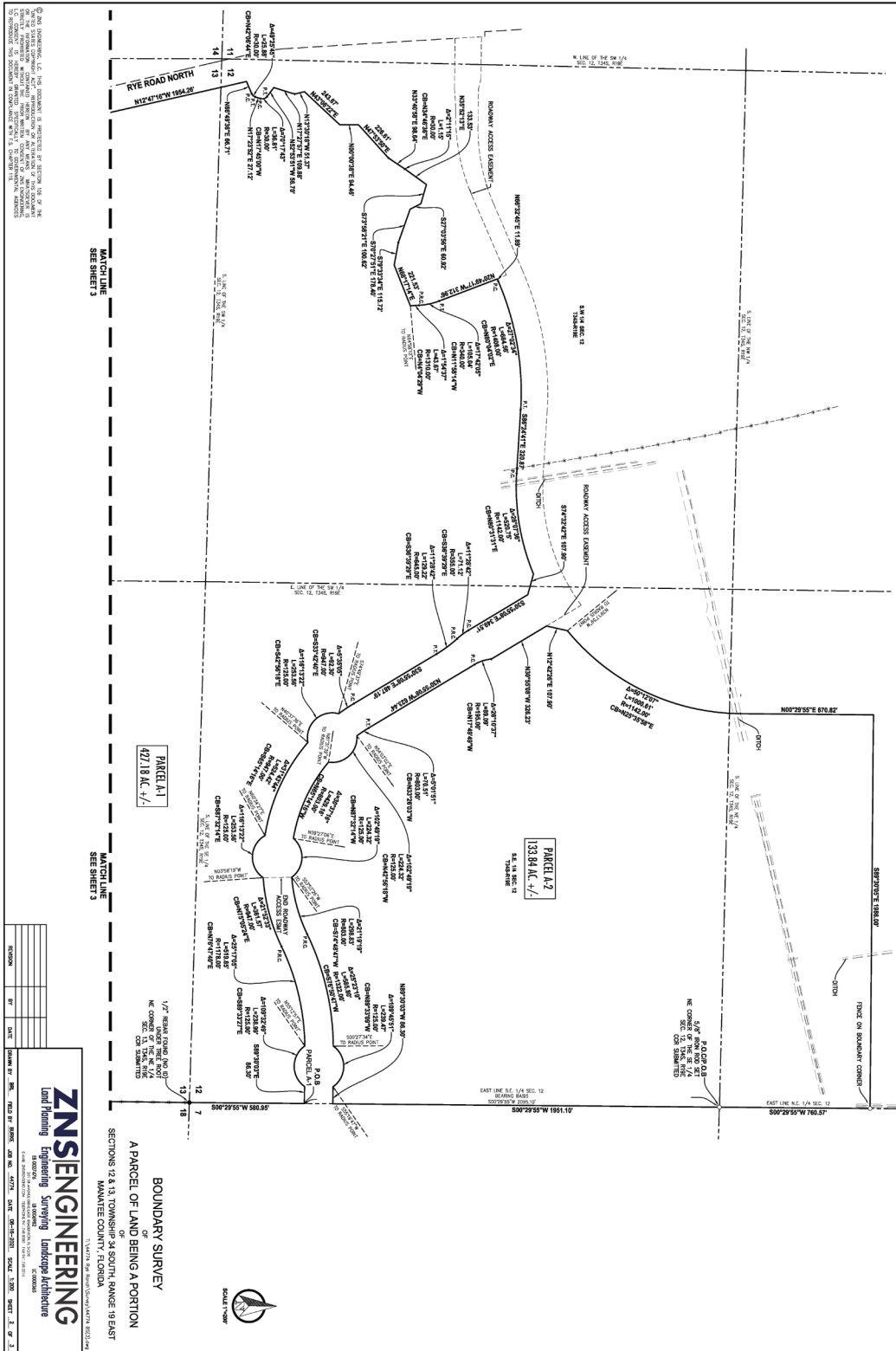
A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS

OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.









**EXHIBIT B - Permit Status**

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
Rye Ranch – South Wetland JD	SWFWMD	Approved	3/17/2022	ERP 42045794.000
Rye Ranch Pod A FDEP 404	FDEP	N/A	N/A	N/A
Rye Ranch Phase II Mass Grading ERP	SWFWMD	Approved	6/2/2022	43040135.008
Rye Ranch Phase II Mass Grading CP	Manatee	Approved	10/17/2022	PLN2206-0006
Rye Ranch Off-site Utilities Construction Plan	Manatee	Approved	8/22/2022	PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Approved	5/10/2023	PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Approved	3/29/2023	43040135.007
Rye Ranch Pod A Phase II Construction Plan ERP	SWFWMD	Approved		43040135.009
Rye Ranch Pod A Phase II PSP/FSP/PP	Manatee	Approved	9/13/2023	PLN2209-0034
Rye Ranch Pod A Phase II Construction Plan	Manatee	Approved	9/13/2023	PLN2209-0035
Rye Ranch Pod A Phase II FDEP Wastewater Permit	FDEP	Approved	6/30/2023	CS41-0182186-398-DWCM
Rye Ranch Pod A Phase II FDEP Potable Water Permit	FDEP	Approved	5/26/2023	0133068-1588-DSC
Rye Ranch Pod A Phase II Stormwater NPDES	FDEP	Submitted	Pending	TBD
Rye Ranch Pod A Phase II Final Plat	Manatee	Submitted	estimated Q4 of 2023	TBD
Rye Ranch Pod A Phase II Letter of Map Revision	FEMA	Not Yet Submitted	estimated Q4 of 2024	TBD

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7C11**



# RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

Pod A 2023 Project  
Final First Supplemental Special Assessment  
Methodology Report

October 24, 2023



Provided by:

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## **1.0 Introduction**

### **1.1 Purpose**

This Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report (the "Supplemental Report") was developed to supplement the Pod A Project Master Special Assessment Methodology Report (the "Master Report") dated November 2, 2022 and to provide a supplemental financing plan and a supplemental special assessment methodology for Phases 2A, 2B and 2C (herein, "Pod A 2023 Project Area") of the Rye Ranch Community Development District (the "District") located in unincorporated Manatee County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Pod A Project") contemplated to be provided by the District.

### **1.2 Scope of the Supplemental Report**

This Supplemental Report presents projections for financing a portion of the District's Pod A Project described in the First Supplemental Engineer's Report (Pod A 2023 Project) prepared by ZNS Engineering, L.C. dated June 2023 (the "Supplemental Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Pod A Project necessary for the development of the Pod A 2023 Project Area (the "Pod A 2023 Project").

### **1.3 Special Benefits and General Benefits**

Public infrastructure improvements undertaken and funded by the District as part of the Pod A 2023 Project create special benefits for properties within the Pod A 2023 Project Area and general benefits for properties outside of the Pod A 2023 Project Area within the District and outside the borders of the District and to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to property within the Pod A 2023 Project Area. The District's Pod A 2023 Project enables properties within the Pod A 2023 Project Area to be developed.

There is no doubt that the general public, property owners, and property outside the Pod A 2023 Project Area will benefit from the provision of the Pod A 2023 Project. However, these benefits are

only incidental since the Pod A 2023 Project is designed to provide special benefits peculiar to property within the Pod A 2023 Project Area. Properties outside the Pod A 2023 Project Area are not directly served by the Pod A 2023 Project and do not depend upon the Pod A 2023 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which the Pod A 2023 Project Area properties receive compared to those lying outside of the boundaries of the Pod A 2023 Project Area.

The Pod A 2023 Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Pod A 2023 Project Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the Pod A 2023 Project Area to increase by more than the sum of the financed cost of the individual components of the Pod A 2023 Project. Even though the exact value of the benefits provided by the Pod A 2023 Project is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Supplemental Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the Pod A 2023 Project as determined by the District Engineer.

*Section Four* discusses the financing program for the Pod A 2023 Project Area.

*Section Five* introduces the special assessment methodology for Pod A 2023 Project Area.

## **2.0 Development Program**

### **2.1 Overview**

The District<sup>1</sup> serves the Rye Ranch development (the "Development" or "Rye Ranch"), a master planned development located in unincorporated Manatee County, Florida and covers approximately 1,368.60 +/- acres of land. The District is generally located south and west of CR 675, east of North Rye Road and north

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<sup>1</sup> The District anticipates being merged into a stewardship district, to be known as the Northlake Stewardship District (the "SD"). Accordingly, upon such merger, the "District" shall refer to the SD.

of Upper Manatee River Road. The Pod A 2023 Project Area is initially comprised of all of what is known as Pod A, which includes 561.02 +/- acres of land, and, upon platting and development as described herein, is expected to be reduced in size to the first 458 platted lots within Pod A. The metes and bounds description of the Pod A 2023 Project Area is set forth in Exhibit "A."

## **2.2 The Development Program**

SK Rye Road LLC (the "Developer") is the current owner and private developer of the Pod A 2023 Project Area. Based upon the information provided by the Developer, the current development plan for the Pod A 2023 Project Area envisions a total of 458 residential dwelling units developed in two or more stages, although development staging, land use types and unit numbers may change throughout the development period. The first stage of development includes the development of 44 37.5' Villa units, 102 Single-Family 40' units, 265 Single-Family 50' units and 47 Single-Family 60' units within Phases 2A, 2B and 2C, which cumulatively represent the Pod A 2023 Project Area. Table 1 in the *Appendix* illustrates the development plan for the Pod A 2023 Project Area.

## **3.0 The Pod A 2023 Project**

### **3.1 Overview**

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

### **3.2 The Pod A 2023 Project**

The Pod A 2023 Project needed to serve the Pod A 2023 Project Area portion of the Development is projected to consist of stormwater system, public roadways, water and wastewater utilities, undergrounding of conduit, landscape/hardscape/irrigation, conservation areas, off-site improvements, professional fees and contingency, all as set forth in more detail in the Supplemental Engineer's Report.

Even though the installation of the improvements that comprise the Pod A Project, which the Pod A 2023 Project is the first part of, is projected to occur in multiple stages coinciding with phases of

development within Pod A of the District, the infrastructure improvements that comprise the Pod A Project, including the Pod A 2023 Project, will serve and provide benefit to all land uses in Pod A and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will be interrelated such that they will reinforce one another.

Additionally, all of the infrastructure included in the Pod A 2023 Project will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire Pod A 2023 Project Area and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Pod A 2023 Project are estimated at \$32,510,000. Table 2 in the *Appendix* illustrates the specific components of the Pod A 2023 Project and their costs.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the Pod A 2023 Project Area. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District.

The District intends to issue its Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) in the estimated principal amount of \$8,825,000 (the "Series 2023 Bonds") to fund an estimated \$7,446,571.35 in Pod A 2023 Project costs to be expended serving and supporting the development of the Pod A 2023 Project Area, with the balance of the Pod A 2023 Project costs anticipated to be contributed by the Developer.

### **4.2 Types of Bonds Proposed**

The proposed supplemental financing plan for the Pod A 2023 Project Area provides for the issuance of the Series 2023 Bonds in the total estimated principal amount of \$8,825,000 to finance a portion of the Pod A 2023 Project costs in the total amount estimated at \$7,446,571.35. The Series 2023 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments following a 12-month capitalized interest period with interest payments on the Series 2023 Bonds made every May 1

and November 1, and principal payments on the Bonds would be made on every May 1.

In order to finance a portion of the Pod A 2023 Project costs, the District will need to incur indebtedness in the total amount estimated at \$8,825,000. The difference is comprised of funding a debt service reserve account, capitalized interest and costs of issuance, including the underwriter's discount. Final sources and uses of funding for the Series 2023 Bonds are presented in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2023 Bonds provides the District with funds necessary to construct/acquire the public infrastructure improvements which are part of the Pod A 2023 Project outlined in *Section 3.2* and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the Pod A 2023 Project Area. General benefits accrue to areas outside the Pod A 2023 Project Area, but are only incidental in nature. The debt incurred in financing the public infrastructure improvements will be secured by assessing properties that derive special and peculiar benefits from the Pod A Pod A 2023 Project. Properties that receive special benefits from the Pod A 2023 Project will be assessed for their fair share of the debt issued in order to finance the Pod A 2023 Project.

### **5.2 Benefit Allocation**

Based upon the information provided by the Developer and the District Engineer, the Pod A 2023 Project Area is anticipated to be developed with a total of 458 residential dwelling units within Phases 2A, 2B and 2C, although unit numbers and product types may change throughout the development period.

The public infrastructure included in the Pod A 2023 Project will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve in each respective phase within the Pod A 2023 Project Area and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As stated previously, the public infrastructure improvements included in the

Pod A 2023 Project have a logical connection to the special and peculiar benefits received by the Pod A 2023 Project Area, as without such improvements, the development of such properties within the Pod A 2023 Project Area would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the designated lands within the Pod A 2023 Project Area, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within the Pod A 2023 Project Area receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the Pod A 2023 Project.

In following the Master Report, this Supplemental Report proposes to allocate the benefit associated with the Pod A 2023 Project in accordance with a standard measure called an Equivalent Residential Unit ("ERU"). Table 4 in the Appendix illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the Pod A 2023 Project Area within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average, units with smaller lot sizes will use and benefit from the improvements which are part of the Pod A 2023 Project less than units with larger lot sizes. For instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's capital improvement program including the Pod A 2023 Project.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of Pod A 2023 Project costs allocated to the units proposed to be developed within the Pod A 2023 Project Area based on the ERU benefit allocation



factor present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2023 Bonds, and the approximate costs of the portion of the Pod A 2023 Project costs to be contributed by the Developer, as the case may be. With the Series 2023 Bonds funding an estimated \$7,446,571.35 in costs of the Pod A 2023 Project, the Developer is anticipated to fund improvements valued at an estimated cost of \$25,063,428.65 which will not be funded with proceeds of the Series 2023 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the bond assessments securing each series of the Series 2023 Bonds (the "Series 2023 Bond Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

**Amenities** - No Series 2023 Bond Assessments are allocated herein to any private amenities or other common areas planned for the development. If owned by a homeowner's association, the amenities and common areas would be considered a common element for the exclusive benefit of property owners. Accordingly, any benefit to the amenities and common areas would directly benefit all platted lots in the District. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2023 Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Series 2023 Bond Assessments will be assigned to the amenities and common areas.

**Governmental Property** - If at any time, any portion of the property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2023 Bond Assessments thereon), or similarly exempt entity, all future unpaid Series 2023 Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

**New Product Types** - Generally stated, the Series 2023 Bond Assessments have been established based on an ERU value per front foot for the anticipated product types as set forth in Table 4. However, as noted herein and in the Master Report, additional product types may be developed throughout the development period, including but not limited to a 60' Single-Family unit. In such an event, the District's Assessment Consultant will determine ERU allocations, and the resulting Series 2023 Bond Assessment, for the added product types based on the underlying ERU values per front foot set forth in Table 4, which allocation may be considered and finalized by the Board after due notice and public hearing. For example, in using such process, the ERU allocation for a 60' Single-Family product

type would be 1.2 ERUs.

### **5.3 Assigning Bond Assessments**

The Series 2023 Bond Assessments will initially be levied on all of the gross acres of land in the Pod A 2023 Project Area. Consequently, the Series 2023 Bond Assessments will be levied on Approximately 561.02 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$8,825,000 will be preliminarily levied on approximately 561.02 +/- gross acres at a rate of \$15,730.28 per acre.

As the land is platted, or other means of identifying lots can be determined, the Series 2023 Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Series 2023 Bond Assessments to platted parcels will reduce the amounts of Series 2023 Bond Assessments levied on unplatted gross acres within the Pod A 2023 Project Area.

In the event unplatted land (the “Transferred Property”) is sold to a third party not affiliated with the Developer, the Series 2023 Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District’s methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Series 2023 Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. These total Series 2023 Bond Assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Series 2023 Bond Assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the Pod A 2023 Project Area. The Pod A 2023 Project benefits assessable properties within

the Pod A 2023 Project Area and accrues to all such assessable properties on an ERU basis.

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

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

The public infrastructure improvements which are part of the Pod A 2023 Project make the land in the Pod A 2023 Project Area developable and saleable and when implemented jointly as parts of the Pod A 2023 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

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

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

The apportionment of the Series 2023 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the Pod A 2023 Project Area according to reasonable estimates of the Pod A 2023 Project.

Accordingly, no acre or parcel of property within the Pod A 2023 Project Area will be liened for the payment of Series 2023 Bond Assessments more than the determined special benefit peculiar to that property.

## 5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 1 in the Appendix ("Development Plan"). At such time as lands are to be platted (or replatted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

- a. If a Proposed Plat within the Pod A 2023 Project Area results in the same amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within the Pod A 2023 Project Area (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2023 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2023 Bond Assessments to be recorded in the District's Improvement Lien Book.
- b. If a Proposed Plat within the Pod A 2023 Project Area results in a greater amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Pod A 2023 Project Area as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2023 Bond Assessments for all assessed properties within the Pod A 2023 Project Area, or may otherwise address such net decrease as permitted by law.
- c. If a Proposed Plat within the Pod A 2023 Project Area results in a lower amount of ERUs (and thus Series 2023 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the Pod A 2023 Project Area as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Series 2023 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2023 Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Series 2023 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the Pod A 2023 Project Area, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Pod A 2023 Project Area, b) the revised, overall development plan showing the number and type of units reasonably planned for within the Pod A 2023 Project Area, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the Pod A 2023 Project Area, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within the Pod A 2023 Project Area, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2023 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the Pod A 2023 Project Area, any unallocated Series 2023 Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

## **5.7 Assessment Roll**

The Series 2023 Bond Assessments in the estimated amount of \$8,825,000 are proposed to be levied as illustrated in Exhibit A. Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual installments.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Pod A 2023 Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this Supplemental Report. For additional information on the structure of any bonds and related items, please refer to the offering statement associated with any bonding transaction.

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

## 7.0 Appendix

Table 1

### Rye Ranch Community Development District

Pod A 2023 Project Area - Development Plan

Product Type	Phase 2A	Phase 2B	Phase 2C	Total Number of Units
37.5' Villas	2	-	42	44
SF 40'	79	23	-	102
SF 50'	92	77	96	265
SF 60'	25	22	-	47
<b>Total</b>	<b>198</b>	<b>122</b>	<b>138</b>	<b>458</b>

Table 2

### Rye Ranch Community Development District

Pod A 2023 Project Area - Project Costs

Improvement	Total Costs
Stormwater System	\$6,610,000
Public Roadways	\$10,860,000
Water and Wastewater Utilities	\$5,440,000
Undergrounding of Conduit	\$260,000
Landscape/ Hardscape/ Irrigation	\$3,810,000
Conservation Areas	\$170,000
Off-Site Improvements	\$720,000
Professional Fees	\$770,000
Contingency	\$3,870,000
<b>Total</b>	<b>\$32,510,000</b>

Table 3

### Rye Ranch Community Development District

Sources and Uses of Funds - Pod A 2023 Project Area

#### Sources

Bond Proceeds:	
Par Amount	\$8,825,000.00
	(\$71,446.05)

<b>Total Sources</b>	<b>\$8,753,553.95</b>
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#### Uses

Project Fund Deposits:	
Construction Fund	\$7,446,571.35
Delivery Date Expenses:	
Costs of Issuance	\$364,775.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$675,691.26
Capitalized Interest Fund	\$266,516.34
	\$942,207.60

<b>Total Uses</b>	<b>\$8,753,553.95</b>
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Table 4

## Rye Ranch

### Community Development District

#### Pod A 2023 Project Area Benefit Allocation

Product Type	Total Number of Units	ERU Weight	Total ERU
37.5' Villas	44	0.75	33.00
SF 40'	102	0.80	81.60
SF 50'	265	1.00	265.00
SF 60'	47	1.20	56.40
<b>Total</b>	<b>458</b>		<b>436.00</b>

Table 5

## Rye Ranch

### Community Development District

#### Pod A 2023 Project Area Cost Allocation

Product Type	Pod A 2023 Project Costs Allocation	2023 Project Costs Funded with Bonds	2023 Project Costs Funded by Developer
37.5' Villas	\$2,460,619.27	\$563,616.64	\$1,897,002.63
SF 40'	\$6,084,440.37	\$1,393,670.23	\$4,690,770.13
SF 50'	\$19,759,518.35	\$4,526,012.40	\$15,233,505.95
SF 60'	\$4,205,422.02	\$963,272.07	\$3,242,149.94
<b>Total</b>	<b>\$32,510,000.00</b>	<b>\$7,446,571.35</b>	<b>\$25,063,428.65</b>

\* Allocation based on ERU benefit allocation in Table 4

Table 6

## Rye Ranch

### Community Development District

#### Pod A 2023 Project Area Bond Assessments Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Total Series 2023 Bond Assessments Apportionment	Series 2023 Bond Assessments Apportionment per Unit	Annual Principal and Interest Payment per Unit on the Bonds	Annual Series 2023 Bond Assessments Payment**
37.5' Villas	44	\$563,616.64	\$667,947.25	\$15,180.62	\$1,162.31	\$1,249.80
SF 40'	102	\$1,393,670.23	\$1,651,651.38	\$16,192.66	\$1,239.80	\$1,333.12
SF 50'	265	\$4,526,012.40	\$5,363,818.81	\$20,240.83	\$1,549.75	\$1,666.40
SF 60'	47	\$963,272.07	\$1,141,582.57	\$24,288.99	\$1,859.70	\$1,999.68
<b>Total</b>	<b>458</b>	<b>\$7,446,571.35</b>	<b>\$8,825,000.00</b>			

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

\*\* Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)



**Exhibit "A"**

Series 2023 Bond Assessments in the estimated amount of \$8,825,000 are proposed to be levied uniformly over the area described below:

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET;

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THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH

OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7CIII**

**EXHIBIT C**  
**Legal Description of**  
**Assessment Area (Pod A)**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE

ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT

OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7CIV**

**COMPOSITE EXHIBIT D**  
**Maturities and Coupon of Bonds**  
**Sources and Uses of Funds for Bonds**  
**Annual Debt Service Payment Due on Bonds**

Oct 23, 2023 2:34 pm Prepared by DBC Finance

(Rye Ranch 2023 Pod A:RR-2023) Page 2

**BOND PRICING**

Rye Ranch Community Development District  
Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2030	710,000	5.700%	5.700%	100.000
Term 2:	05/01/2043	2,850,000	6.500%	6.500%	100.000
Term 3:	05/01/2054	5,265,000	6.625%	6.730%	98.643
		8,825,000			

Dated Date	11/14/2023	
Delivery Date	11/14/2023	
First Coupon	05/01/2024	
Par Amount	8,825,000.00	
Original Issue Discount	-71,446.05	
Production	8,753,553.95	99.190413%
Underwriter's Discount	-176,500.00	-2.000000%
Purchase Price	8,577,053.95	97.190413%
Accrued Interest		
Net Proceeds	8,577,053.95	

SOURCES AND USES OF FUNDS

Rye Ranch Community Development District  
 Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area)

Sources:

Bond Proceeds:	
Par Amount	8,825,000.00
Original Issue Discount	-71,446.05
	<u>8,753,553.95</u>

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (MADS w release)	675,691.26
Capitalized Interest Fund (thru 5/1/24)	<u>266,516.34</u>
	942,207.60
Delivery Date Expenses:	
Cost of Issuance	188,275.00
Underwriter's Discount	<u>176,500.00</u>
	364,775.00
Other Uses of Funds:	
Construction Fund	<u>7,446,571.35</u>
	<u>8,753,553.95</u>

BOND DEBT SERVICE

Rye Ranch Community Development District  
 Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2024			266,516.34	266,516.34	
11/01/2024			287,263.13	287,263.13	553,779.47
05/01/2025	100,000	5.700%	287,263.13	387,263.13	
11/01/2025			284,413.13	284,413.13	671,676.26
05/01/2026	110,000	5.700%	284,413.13	394,413.13	
11/01/2026			281,278.13	281,278.13	675,691.26
05/01/2027	115,000	5.700%	281,278.13	396,278.13	
11/01/2027			278,000.63	278,000.63	674,278.76
05/01/2028	120,000	5.700%	278,000.63	398,000.63	
11/01/2028			274,580.63	274,580.63	672,581.26
05/01/2029	130,000	5.700%	274,580.63	404,580.63	
11/01/2029			270,875.63	270,875.63	675,456.26
05/01/2030	135,000	5.700%	270,875.63	405,875.63	
11/01/2030			267,028.13	267,028.13	672,903.76
05/01/2031	145,000	6.500%	267,028.13	412,028.13	
11/01/2031			262,315.63	262,315.63	674,343.76
05/01/2032	155,000	6.500%	262,315.63	417,315.63	
11/01/2032			257,278.13	257,278.13	674,593.76
05/01/2033	165,000	6.500%	257,278.13	422,278.13	
11/01/2033			251,915.63	251,915.63	674,193.76
05/01/2034	175,000	6.500%	251,915.63	426,915.63	
11/01/2034			246,228.13	246,228.13	673,143.76
05/01/2035	185,000	6.500%	246,228.13	431,228.13	
11/01/2035			240,215.63	240,215.63	671,443.76
05/01/2036	200,000	6.500%	240,215.63	440,215.63	
11/01/2036			233,715.63	233,715.63	673,931.26
05/01/2037	215,000	6.500%	233,715.63	448,715.63	
11/01/2037			226,728.13	226,728.13	675,443.76
05/01/2038	225,000	6.500%	226,728.13	451,728.13	
11/01/2038			219,415.63	219,415.63	671,143.76
05/01/2039	240,000	6.500%	219,415.63	459,415.63	
11/01/2039			211,615.63	211,615.63	671,031.26
05/01/2040	260,000	6.500%	211,615.63	471,615.63	
11/01/2040			203,165.63	203,165.63	674,781.26
05/01/2041	275,000	6.500%	203,165.63	478,165.63	
11/01/2041			194,228.13	194,228.13	672,393.76
05/01/2042	295,000	6.500%	194,228.13	489,228.13	
11/01/2042			184,640.63	184,640.63	673,868.76
05/01/2043	315,000	6.500%	184,640.63	499,640.63	
11/01/2043			174,403.13	174,403.13	674,043.76
05/01/2044	335,000	6.625%	174,403.13	509,403.13	
11/01/2044			163,306.25	163,306.25	672,709.38
05/01/2045	360,000	6.625%	163,306.25	523,306.25	
11/01/2045			151,381.25	151,381.25	674,687.50
05/01/2046	385,000	6.625%	151,381.25	536,381.25	
11/01/2046			138,628.13	138,628.13	675,009.38
05/01/2047	410,000	6.625%	138,628.13	548,628.13	
11/01/2047			125,046.88	125,046.88	673,675.01
05/01/2048	440,000	6.625%	125,046.88	565,046.88	
11/01/2048			110,471.88	110,471.88	675,518.76
05/01/2049	470,000	6.625%	110,471.88	580,471.88	
11/01/2049			94,903.13	94,903.13	675,375.01
05/01/2050	500,000	6.625%	94,903.13	594,903.13	
11/01/2050			78,340.63	78,340.63	673,243.76
05/01/2051	535,000	6.625%	78,340.63	613,340.63	

**BOND DEBT SERVICE**

Rye Ranch Community Development District  
 Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			60,618.75	60,618.75	673,959.38
05/01/2052	570,000	6.625%	60,618.75	630,618.75	
11/01/2052			41,737.50	41,737.50	672,356.25
05/01/2053	610,000	6.625%	41,737.50	651,737.50	
11/01/2053			21,531.25	21,531.25	673,268.75
05/01/2054	650,000	6.625%	21,531.25	671,531.25	
11/01/2054					671,531.25
	8,825,000		11,937,057.84	20,762,057.84	20,762,057.84

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8A**

**COMPLETION AGREEMENT  
(POD A 2023 BONDS)**

This Agreement (“**Agreement**”) is made and entered into as of November 14, 2023, and is by and between:

**SK RYE ROAD LLC**, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, together with its successors and assigns (“**Landowner**”); and

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (“**District**,” together with the Landowner, “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including, but not limited to stormwater management facilities, water, wastewater, and reclaim facilities, recreational facilities, roadways, landscape, hardscape, and irrigation improvements;

**WHEREAS**, the Landowner is the owner and developer of certain lands located within the boundaries of Pod A (“**Pod A**”) within the District known as Phases 2A, 2B, and 2C (“**Pod A 2023 Project Area**” or “**Development**”);

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the Pod A 2023 Project Area (“**Pod A 2023 Project**” or “**Project**”) as described in that certain *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023, both incorporated herein by reference (together, “**Engineer’s Report**”);

**WHEREAS**, the District intends to finance all or a portion of the Pod A 2023 Project through the use of proceeds from the anticipated sale of its Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) (“**Bonds**”); and

**WHEREAS**, in order to ensure that the Project is completed and funding is available in a timely manner to provide for its completion, the Landowner will make provision for any additional funds that may be needed in the future for the completion of the Project, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Bonds or debt subsequently issued by the District for the Project.

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Landowner agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

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

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

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

**3. OTHER CONDITIONS AND ACKNOWLEDGMENTS**

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



amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the District.

(b) To the extent applicable and subject to the requirements of this Section 3(b), the District and Landowner agree and acknowledge that any and all portions of the Remaining Project provided pursuant to this Agreement shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All such conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances to the District shall be subject to and completed in accordance with the Acquisition Agreement (Pod A 2023 Project) dated November 14, 2023, as may be updated and amended from time to time ("**Acquisition Agreement**") and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Project and as further provided in the Acquisition Agreement. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall include all right, title, interest, and benefit of the Landowner, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and all other rights of any kind, with respect to the creation of the Remaining Project.

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

**5. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

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

**7. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**8. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld.

NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

**11. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

**12. ENFORCEMENT.** A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**13. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

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

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

**16. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

**18. EFFECTIVE DATE.** This Agreement shall have an effective date as of the date first written above.

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

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

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Stephen Cerven, Chairperson

**SK RYE ROAD LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
James Harvey, as an Authorized Signatory

**Exhibit A:** *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023

**Exhibit A**

**Engineer's Report**



MASTER ENGINEER'S REPORT - POD A PROJECT  
FOR THE  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:  
BOARD OF SUPERVISORS  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:  
ZNS Engineering, LC  
Jeb C. Mulock, PE

November 2, 2022

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
MASTER ENGINEER'S REPORT - POD A PROJECT**

**1. INTRODUCTION**

The purpose of this report is to provide a description of the portion of the District's capital improvement plan related to what is known as "Pod A" of the District ("**Pod A Project**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the *Engineer's Report (Bond Validation Version)*, dated March 7, 2022 ("**Validation Report**"). The contents of the Validation Report are incorporated herein by this reference.

**2. GENERAL SITE DESCRIPTION**

The District is located entirely within Manatee County, Florida, and covers approximately 1,368.60 acres of land, more or less. The site is generally located south and west of CR 675, east of North Rye Road and north of Upper Manatee River Road. The District consists of multiple "pods" and/or development areas. Pod A is comprised of approximately 561.02 acres of land. The metes and bounds description of Pod A is set forth in **Exhibit A**.

**3. PROPOSED POD A PROJECT**

The Pod A Project, which is planned for multiple phases, is intended to provide public infrastructure improvements benefitting the lands within Pod A, which are currently planned for 1,764 units. The product mix is shown below.

**Table 1\***  
**(Estimated Product Types - Subject to Change)**

<b>Product Type</b>	<b>TOTAL Pod A Units</b>
35' to 39'	116
40'	500
50'	901
60'	247
74'	
Townhome A	
Townhome B	
Townhome C	
<b>TOTAL</b>	<b>1,764</b>

\*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units, unit types and land uses may be incorporated in the future as permitted by applicable development approvals.

The Pod A Project will function as a system of improvements serving Pod A. The Pod A Project infrastructure includes all of the various improvements described in the Bond Validation Engineer's Report dated March 7, 2022, as may be amended from time to time, including but not limited to stormwater improvements, roadways, water and wastewater utilities, undergrounding of conduit, landscape/hardscape/irrigation improvements, recreational improvements, conservation areas, and professional services, all as specific to Pod A, as well as master improvements within the District<sup>1</sup> benefitting Pod A.

<sup>1</sup> The District anticipates being merged into a stewardship district, to be known as the Northlake Stewardship District ("SD"). Accordingly, upon such merger, the "District" shall refer to the SD.

**4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the Pod A Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as **Exhibit B**.

**5. OPINION OF PROBABLE CONSTRUCTION COSTS**

Table 2 shown below presents, among other things, the Opinion of Probable Construction Costs for the Pod A Project. It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the Pod A Project.

**TABLE 2**

Improvement	Estimated Cost for Pod A Project	Financing Entity	Operation & Maintenance Entity
Stormwater System	\$16,890,000.00	CDD	CDD
(CDD) Roadways	26,110,000.00	CDD	Manatee County
Water and Wastewater Utilities	18,000,000.00	CDD	Manatee County
Undergrounding of Conduit	1,030,000.00	CDD	CDD
Landscape/Hardscape/Irrigation	11,070,000.00	CDD	CDD
(CDD) Recreational Improvements <sup>6</sup>	1,980,000.00	CDD	CDD
Conservation Areas	670,000.00	CDD	CDD
Off-Site Improvements	720,000.00	CDD	Manatee County
Master Improvements	3,500,000.00	CDD	CDD
Professional Fees	2,360,000.00	CDD	CDD
Contingency	16,466,000.00	CDD	As above
<b>TOTAL</b>	<b>\$98,796,000.00</b>		

**NOTES:**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the Pod A Project.
3. The master landowner or master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the Pod A Project), the District or a third-party.
4. At the master landowner or master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.
5. As previously noted herein, and upon the merger of the District into the SD, the SD would take over the financing and operations roles of the District.
6. The costs for the recreational amenities listed above may include both on-site and off-site recreational facilities benefitting Pod A, but do not include any clubhouses planned to be within Pod A itself. Instead, such Pod A clubhouse(s) will be privately financed by the Pod A developer and owned by a homeowner's association.
7. As noted herein, the costs set forth above are estimates only. The District may spend additional monies for any given category of improvements above and beyond the amounts set forth for that category above. However, the District will not spend more than the total amount of \$98,796,000.00



without undertaking proceedings to levy additional special assessments securing the funding of the Pod A Project, or otherwise providing for such funding.

## 6. CONCLUSIONS

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

- The estimated cost of the Pod A Project as set forth herein is reasonable based on prices currently being experienced in Manatee County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Pod A Project are contemplated by applicable development approvals;
- The Pod A Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Pod A Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within Pod A will receive a special benefit from the Pod A Project that is at least equal to the costs of the Pod A Project attributable to Pod A; and
- The Pod A Project, including all of its phases, will function as a system of improvements benefitting all lands within Pod A.

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

The Pod A Project will be owned by the District or other governmental units and such Pod A Project is intended to be available and will reasonably be available for use by the general public (subject to the District's rules and policies) including nonresidents of the District. All of the Pod A Project is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The Pod A Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Pod A Project, and that is not used as part of the Pod A Project, such fill may only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

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

Jeb C. Mulock, P.E. Date  
FL License No. 64692



Date:  
2022.10.3  
1  
10:19:10  
-04'00'

**EXHIBIT A: Legal Description of Pod A**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56"E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET;

THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH

OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

**EXHIBIT B - Permit Status**

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
Rye Ranch – South Wetland JD	SWFWMD	Approved	3/17/2022	ERP 42045794.000
Rye Ranch Pod A FDEP 404	FDEP	N/A	N/A	N/A
Rye Ranch Phase II Mass Grading ERP	SWFWMD	Processing	estimated Q4 of 2022	App 849744
Rye Ranch Phase II Mass Grading CP	Manatee	Processing	estimated Q4 of 2022	PLN2206-0006
Rye Ranch Phase IA & IB PSP/FSP/PP/CP	Manatee	Processing		PLN2110-0079 / PLN2110-0078
Rye Ranch Phase IA & IB SWFWMD ERP	SWFWMD	Processing		App 836470
Rye Ranch Off-site Utilities Construction Plan	Manatee	Approved		PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Processing		PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Processing	estimated Q4 of 2022	App 842914
Rye Ranch Pod A Phase II Construction Plan ERP	SWFWMD	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II PSP/FSP/PP	Manatee	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II Construction Plan	Manatee	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II FDEP Wastewater Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II FDEP Potable Water Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Frye Ranch Pod A Phase II DEP Reclaimed Water Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II Stormwater NPDES	FDEP	Not Yet Submitted	estimated Q4 of 2022	TBD
Rye Ranch Pod A Phase II Final Plat	Manatee	Not Yet Submitted	estimated Q3 of 2023	TBD
Rye Ranch Pod A Phase II Letter of Map Revision	FEMA	Not Yet Submitted	estimated Q4 of 2023	TBD



**SUPPLEMENTAL ENGINEER'S REPORT  
(POD A 2023 PROJECT)**

PREPARED FOR:

BOARD OF SUPERVISORS  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
(the "District")

ENGINEER:

ZNS Engineering, LC  
Jeb C. Mulock, PE

October 2023

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
FIRST SUPPLEMENTAL ENGINEER'S REPORT - POD A PROJECT**

**1. INTRODUCTION**

The purpose of this report is to provide a description of the first portion of the District's Pod A Project to be known as the "Pod A 2023 Project." This report supplements that certain *Engineer's Report (Bond Validation Version)*, dated March 7, 2022, and *Master Engineer's Report - Pod A Project*, dated November 2, 2022 (together, "Master Report"), the terms of which are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

**2. PROPOSED POD A PROJECT**

Pod A is comprised of approximately 561.02 acres of land. The metes and bounds description of Pod A is set forth in Exhibit A. The Pod A 2023 Project, located within Pod A, includes the public infrastructure necessary for the development of what is known as "Phases IIA, IIB and IIC" a/k/a the "Pod A 2023 Project Area." Pod A 2023 Project Area is planned for the following product types:

Table 1\*

<b>Product Type</b>	<b>Pod A 2023 Project Units (Phases IIA, IIB and IIC)</b>
35' to 39' Villas	44
40'	102
50'	265
60'	47
74'	0
Townhome A	0
Townhome B	0
Townhome C	0
<b>TOTAL</b>	<b>458</b>

\*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units and unit types may be incorporated in the future as permitted by applicable development approvals.

The Pod A 2023 Project is part of the Pod A Project system of improvements serving Pod A. The Pod A 2023 Project infrastructure includes (collectively, "Pod A 2023 Project Improvements"):

- Stormwater improvements within Phases IIA, IIB and IIC
- Roadways within Phases IIA, IIB and IIC
- Water and wastewater utilities within Phases IIA, IIB and IIC
- Differential cost of undergrounding conduit within Phases IIA, IIB and IIC
- Certain landscape/hardscape/irrigation improvements within Phases IIA, IIB and IIC
- Conservation areas within Phases IIA, IIB and IIC
- Professional services
- Offsite and master improvements.

1 The District anticipates being merged into a stewardship District, to be known as the Northlake Stewardship District ("SD"). Accordingly, upon such merger, the "District" shall refer to the SD.



Among other offsite and master improvements, and in connection with the development of the Pod A 2023 Project, the District intends to construct and/or acquire Rye Road turn lanes which serve Pod A.

**3. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the Pod A 2023 Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as Exhibit B.

**4. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Construction Costs for the Pod A 2023 Project. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing.

**TABLE 2**

<b>Improvement</b>	<b>Estimated Cost for Pod A 2023 Project</b>	<b>Operation &amp; Maintenance Entity</b>
Stormwater System	\$6,610,000	Manatee County/District
Public Roadways	\$10,860,000	Manatee County
Water and Wastewater Utilities	\$5,440,000	Manatee County
Undergrounding of Conduit	\$260,000	District
Landscape/Hardscape/Irrigation	\$3,810,000	District
Conservation Areas	\$170,000	District
Off-Site Improvements	\$720,000	Manatee County
Professional Fees	\$770,000	District
Contingency	\$3,870,000	As above
<b>TOTAL</b>	<b>\$32,510,000</b>	

NOTES:

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.
2. Roadway and landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the Pod A 2023 Project.
3. If not financed by the District, and in the District's discretion, all or a portion of the Pod A 2023 Project improvements may be owned and maintained by a property owner's or homeowner's association.
4. In the District's discretion, the District may elect to enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
5. Any clubhouse(s) or recreational facilities constructed for Phases IIA, IIB or IIC will be privately financed by the Pod A homebuilder and owned by the master property owners' association or the neighborhood homeowners' sub-association.
6. Certain secondary drainage stormwater system improvements, including but not limited to yard drains, associated improvements, and other secondary drainage, and certain common areas and/or common area improvements, may be excluded from the Pod A 2023 Project Improvements at the District's sole discretion.

5. CONCLUSIONS

The Pod A 2023 Project will be designed in accordance with current governmental regulations and requirements. The Pod A 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- The estimated cost of the Pod A 2023 Project as set forth herein is reasonable based on prices currently being experienced in Manatee County, Florida, and are not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Pod A 2023 Project are required by applicable development approvals;
- The Pod A 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Pod A 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within the Pod A 2023 Project Area will receive a special benefit from the Pod A 2023 Project that is at least equal to the costs of the Pod A 2023 Project; and
- The Pod A 2023 Project, including all of its phases, will function as a system of improvements together with the balance of the Pod A Project.

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

The Pod A 2023 Project will be owned by the District or other governmental units and such Pod A 2023 Project is intended to be available and will reasonably be available for use by the general public (subject to the District's rules and policies) including nonresidents of the District. All of the Pod A 2023 Project improvements are or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The Pod A 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Pod A 2023 Project, and that is not used as part of the Pod A 2023 Project, such fill may only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the Pod A 2023 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Pod A 2023 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned units in Phases IIA, IIB and IIC, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



Jeb Mulock  
2023.10.12  
13:59:37  
-04'00'

Jeb C. Mulock, P.E. Date  
FL License No. 64692

EXHIBIT A - Legal Description of Pod A

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET

TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

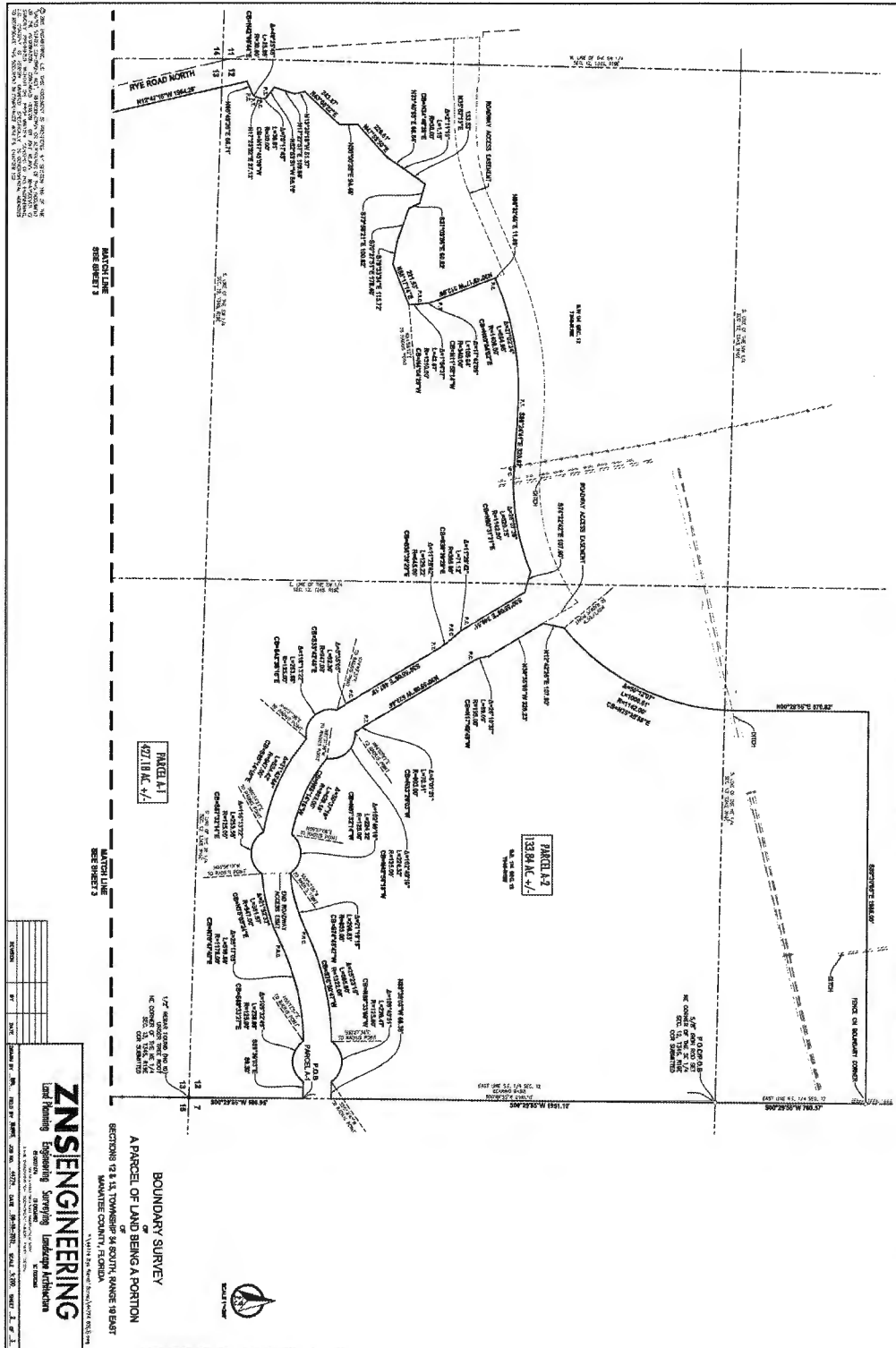
#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS

OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

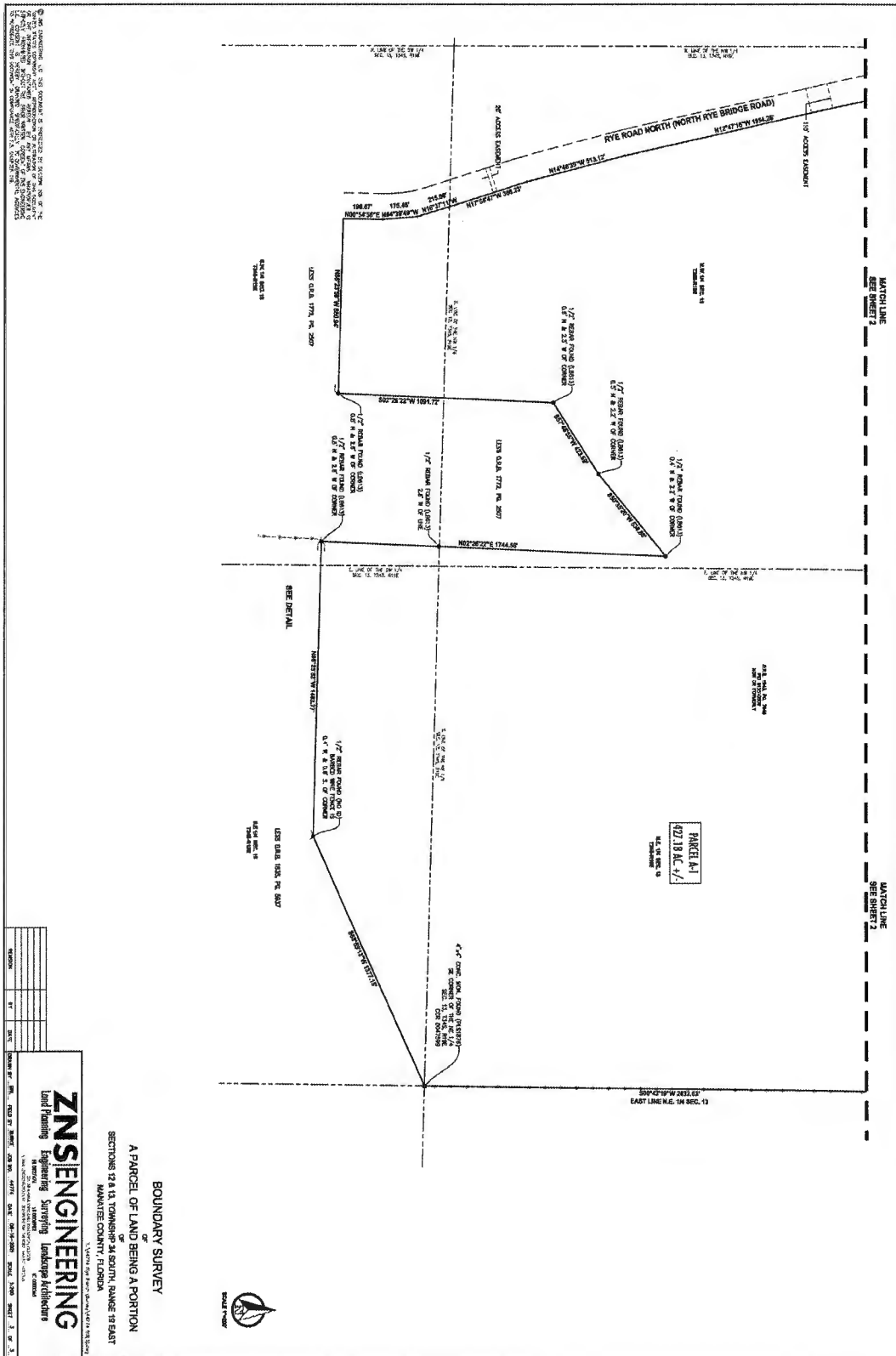




**ZNS ENGINEERING**  
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 WWW.ZNS-ENG.COM

**BOUNDARY SURVEY**  
 A PARCEL OF LAND BEING A PORTION  
 OF SECTION 12 & 14, TOWNSHIP 28N, RANGE 19E, EAST  
 MANATEE COUNTY, FLORIDA





**EXHIBIT B - Permit Status**

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
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Rye Ranch Pod A FDEP 404	FDEP	N/A	N/A	N/A
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Rye Ranch Phase II Mass Grading CP	Manatee	Approved	10/17/2022	PLN2206-0006
Rye Ranch Off-site Utilities Construction Plan	Manatee	Approved	8/22/2022	PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Approved	5/10/2023	PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Approved	3/29/2023	43040135.007
Rye Ranch Pod A Phase II Construction Plan ERP	SWFWMD	Approved		43040135.009
Rye Ranch Pod A Phase II PSP/FSP/PP	Manatee	Approved	9/13/2023	PLN2209-0034
Rye Ranch Pod A Phase II Construction Plan	Manatee	Approved	9/13/2023	PLN2209-0035
Rye Ranch Pod A Phase II FDEP Wastewater Permit	FDEP	Approved	6/30/2023	CS41-0182186-398-DWCM
Rye Ranch Pod A Phase II FDEP Potable Water Permit	FDEP	Approved	5/26/2023	0133068-1588-DSC
Rye Ranch Pod A Phase II Stormwater NPDES	FDEP	Submitted	Pending	TBD
Rye Ranch Pod A Phase II Final Plat	Manatee	Submitted	estimated Q4 of 2023	TBD
Rye Ranch Pod A Phase II Letter of Map Revision	FEMA	Not Yet Submitted	estimated Q4 of 2024	TBD

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8B**

**ACQUISITION AGREEMENT  
(POD A 2023 PROJECT)**

This Agreement (“**Agreement**”) is made and entered into as of October 24, 2023, and is by and between:

**SK RYE ROAD LLC**, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, together with its successors and assigns (the “**Landowner**”); and

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (the “**District**” together with the Landowner, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including, but not limited to stormwater management facilities, water, wastewater, and reclaim facilities, recreational facilities, roadways, landscape, hardscape and irrigation improvements;

**WHEREAS**, the Landowner is the owner and/or developer of certain lands located in the boundaries of Pod A (“**Pod A**”) within the District known as Phases 2A, 2B and 2C (“**Pod A 2023 Project Area**” or “**Development**”);

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the Pod A 2023 Project Area (“**Pod A 2023 Project**” or “**Project**”) as described in that certain *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the [*First Supplemental Engineer’s Report (Pod A 2023 Project)*], dated October, 2023, both attached hereto as **Exhibit A** and incorporated herein by reference (together, the “**Engineer’s Report**”);

**WHEREAS**, the District intends to finance all or a portion of the Pod A 2023 Project through the use of proceeds from the anticipated sale of its Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) (“**Bonds**”);

**WHEREAS**, the District has not had sufficient monies on hand in order to allow the District to contract directly for: (i) the preparation of the necessary engineering, surveys, reports, drawings, plans, permits, specifications, and related documents which will allow the timely commencement and completion of construction of the Pod A 2023 Project (the “**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Pod A 2023 Project (“**Improvements**”);

**WHEREAS**, the District acknowledges the Landowner’s need to commence development of the lands within the District in an expeditious and timely manner;

**WHEREAS**, in order to avoid a delay in the commencement of the construction of infrastructure, which delay would also delay the Landowner from implementing its planned development program for the Development, the Landowner has offered to advance fund, commence, and/or complete certain work to enable the District to expeditiously provide the Improvements described in **Exhibit A**;

**WHEREAS**, as of each Acquisition Date (as hereinafter defined), Landowner desires to convey, or assign as applicable, or cause to be conveyed or assigned, to the extent permitted, and the District desires to acquire, or take assignment of as applicable, the Work Product, the Improvements, and the real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements described in **Exhibit A** (the “**Real Property**”), if any such conveyances are appropriate, upon the terms and conditions contained herein;

**WHEREAS**, the Landowner acknowledges that upon their conveyance, the District will have the right to use and rely upon said Work Product for any and all purposes and further desires to release to the District all of its right, title and interest in and to the same (except as provided for herein);

**WHEREAS**, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the same for any and all purposes;

**WHEREAS**, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the District’s proposed Bonds, the Landowner may commence construction of some portion of the Improvements;

**WHEREAS**, the Landowner agrees to convey to the District all right, title and interest in the portion of the Improvements completed as of the Acquisition Date (as hereinafter defined); and

**WHEREAS**, the Landowner agrees to convey any needed Real Property interests to the District from time to time in a form satisfactory to the District and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Landowner agree as follows:

**SECTION 1. GENERAL.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement and Assignment.

**SECTION 2. WORK PRODUCT.** Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the

availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to pay the actual reasonable cost incurred by Landowner in preparation of the Work Product in accordance with the provisions of this Agreement. The Landowner's administrative and/or management fees are specifically excluded from this Agreement, and to the extent such fees may arise, the Landowner acknowledges sole responsibility for any such fees. Landowner shall provide copies of invoices, bills, receipts or other evidence of costs incurred by Landowner for the Work Product and any other documents as may be requested by the District in accordance with this Agreement, including but not limited to items included in the checklist attached hereto and incorporated as **Exhibit B**. The Parties agree to cooperate and use good faith best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon in writing, not in excess of ten (10) days after a written notice by the District to the Landowner requesting such date be set (the "**Acquisition Date**"). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement, whether in Section 2 or any other section of this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product. The District Engineer's opinion as to cost shall be set forth in a certificate received from the District Engineer ("**Engineer's Certificate**") which shall accompany the requisition for the funds from the District's trustee for the Bonds ("**Trustee**"). In the event that the Landowner disputes the District Engineer's opinion as to cost, the Parties agree to use good faith best efforts to resolve such dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the District's Trustee. The Work Product is being acquired for use by the District in connection with the construction, operation and/or maintenance of the Improvements.

- A. **CONVEYANCE AND ACCEPTANCE.** The Landowner agrees to convey to the District the Work Product (except as otherwise provided for in this Agreement) upon payment of the sums determined to be reasonable by the District Engineer, or a third party engineer selected pursuant to this Section, or prior to payment of such as provided for herein, and approved by the Board pursuant to and as set forth in this Agreement.
  
- B. **RELEASE AND ACCEPTANCE.** Except as otherwise provided for in this Agreement, Landowner agrees to release, or assign as applicable, to the District all right, title and interest which the Landowner may have in and to the above described Work Product, as well as all common law, statutory and other reserved rights, including all copyrights therein and extensions and renewals thereof under United States Law and throughout the world and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums and media, now known or hereinafter devised if owned by Landowner. Landowner shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases

may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided prior to the acquisition of any portion of the Work Product covered by the release.

- C. **USE AND RELIANCE.** Landowner acknowledges the District's right to use and rely upon the Work Product for any and all purposes.
- D. **INDEMNIFICATION.** Landowner hereby agrees to provide to the District, at or prior to the Acquisition Date, indemnifications, if any, provided to Landowner by any person or entity with respect to the Work Product, in a scope and form acceptable to the District which indemnification may be assigned by assignment or directly from a third party provider of some or all of the Work Product.
- E. **WARRANTY.** Landowner agrees to warrant that the Work Product is fit for the purposes to which it will be put by the District including but not limited to the construction, installation, and operation and/or maintenance of the Improvements as contemplated by the District Engineer's Report; provided, however, that Landowner may provide such a warranty from a third party acceptable to the District.
- F. **ACCESS.** The District agrees to allow Landowner access to and use of the Work Product without the payment of any fee by Landowner. However, to the extent Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, Landowner agrees to pay such cost or expense.

**SECTION 3. ASSIGNMENT OF CONTRACTS.** The District may accept the assignment of certain contracts ("**Construction Contracts**"). Such acceptance is predicated upon meeting the District's requirements, as determined in the District's sole discretion, including but not limited to: (i) each contractor providing a bond in the form and manner required by Section 255.05, *Florida Statutes*, or Landowner providing adequate alternative security in compliance with Section 255.05, F.S., if required, (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by Section 255.05, F.S., if any, and waiving any and all claims against the District arising as a result of or connected with such assignment of Construction Contracts. Landowner hereby indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District by any contractors, subcontractors, sub-subcontractors, materialmen, and others providing labor or services in conjunction with each such contract and including claims by members of the public, in each case only as such claims relate to the period of time prior to the District's acceptance of the assignment of Construction Contracts.

**SECTION 4. ACQUISITION OF PROJECT IMPROVEMENTS.** Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds

from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District agrees to acquire completed Improvements. Payment for the Work Product and the Improvements described in and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the Supplemental Trust Indenture for the Bonds. The Landowner shall be obligated to construct and complete the Improvements, and to convey the same and any Real Property and Work Product, all as provide by this Agreement, regardless of whether the proceeds of the Bonds for that purpose under the Trust Indenture are available to pay the applicable acquisition price. As further provided in the checklist attached hereto as **Exhibit B**, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, indemnifications or documentation as may be reasonably requested by the District. Each of the Improvements, or any portion thereof, shall be complete prior to any acquisition by the District in the sole determination of the District. Completeness which may include, but is not limited to, all releases of liens from contractors, subcontractors and suppliers, sign-offs by permitting or regulatory agencies, any other third party governmental requirements, or other evidence of completion as determined by the District.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, defect bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third party governmental body, then the Landowner agrees to cooperate and shall provide such certifications or documents, at the Landowners sole cost, as may be required by such governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any Improvement in its Engineer's Certificate. Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, as determined by the District Engineer.
- C. The Landowner agrees to pay the cost and cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement. To the extent there is a delay in the conveyance of certain Improvements between the District and the governmental entity, Landowner agrees to indemnify and hold the District harmless for any damage or repairs that may be required to such Improvements. Landowner agrees to repair and remediate any such damage to the satisfaction of the governmental entity. Landowner shall remain responsible for completion of all required permits, certifications or other approvals necessary to convey the Improvements to the governmental entity and shall provide copies of such documents to the District when received. Landowner further acknowledges and agrees that

any costs associated with work by District staff to process the acquisitions contemplated by this Agreement shall be paid by requisition from the District's available proceeds from the Bonds. If no Bond proceeds are available, Landowner agrees to pay such costs pursuant to this Agreement. Landowner further authorizes the District Board to approve such requisitions for payment.

**SECTION 5. ACQUISITION OF REAL PROPERTY.**

- A.** Subject to the terms of this Agreement, the District agrees to accept dedication or conveyance of appropriate interests in Real Property over which the Improvements have been or will be constructed, and/or which are necessary for the operation and maintenance of, and/or access to, the Improvements, at or prior to the time that such Improvements are completed. Landowner agrees to provide, or cause to be provided, to the District the following: (i) appropriate special warranty deeds or other instruments conveying interests in Real Property acceptable to the District, and (ii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Parties agree that all Real Property shall be provided to the District at no cost unless the costs for the Real Property are expressly included as project costs in the Engineer's Report. Landowner and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe the interest in lands conveyed to the District. The Parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The Parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the Landowner shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any Real Property conveyed pursuant to this Agreement in a form satisfactory to the District, which cost shall be borne by the Landowner. Landowner agrees that it has, or shall provide, good and marketable title to any Real Property to be acquired which shall be free from all liens and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such Real Property, the Landowner shall cure such defects at no expense to the District.
- B.** The Landowner agrees to coordinate the conveyance of any Real Property and/or Improvements initially conveyed to the District which is ultimately to be owned, operated and/or maintained by another government entity. Notwithstanding the foregoing, the District shall use its best efforts to assist the Landowner to effectuate any such conveyance.



- C. Landowner agrees to indemnify and hold the District harmless from any and all claims, demands, liabilities, judgments, costs, or other actions which may be brought against or imposed upon the District as a result of Landowner's failure, whether intentional, negligent or otherwise, to comply with the terms of this Section, including but not limited to its obligation to coordinate the further conveyance of Real Property and/or Improvements to other third party government entities.

**SECTION 6. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS.** The District and Landowner hereby agree that an acquisition pursuant to this Agreement (“**Acquisition**”) by the District may be completed prior to the District obtaining proceeds from the Bonds. The District agrees to pursue the issuance of the Bonds in good faith; provided however, nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any unfunded Acquisition. In the event the District issues the Bonds and has bond proceeds available to pay for any portion of the Acquisitions acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such Acquisition pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Landowner is in default on the payment of any debt service assessments due on any property owned by the Landowner, or, further, in the event the District's bond counsel determines that any such Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, and the District shall not be obligated to make payment for such Acquisitions. Interest shall not accrue on the amounts owed for any prior Acquisitions. In the event the District does not or cannot issue the sufficient bonds within six (6) years from the date of this Agreement to pay for all Acquisitions hereunder, and, thus does not make payment to the Landowner for any unfunded Acquisitions, then the Parties agree that the District shall have no reimbursement obligation whatsoever for those unfunded Acquisitions. The Landowner acknowledges that the District intends to convey some or all of the Improvements and/or Real Property acquired to other third party government entities and consents to the District's conveyance of such prior to payment for such Acquisitions.

**SECTION 7. LIMITATION ON ACQUISITIONS; REQUISITION PRIORITY TO DISTRICT.** The Landowner and the District agree and acknowledge that any and all Acquisitions shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations and all District requirements, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities and the District. Additionally, the District, in its sole discretion, reserves the right to exclude from the Improvements and Real Property acquired hereunder the stormwater system's secondary drainage improvements, including but not limited to yard drains, associated improvements, and other secondary drainage, and certain common areas and/or common area improvements. Furthermore, the Parties agree that any and all requisitions to be submitted by the District in order to fulfill its obligations under the assigned Construction Contracts, if any, shall have first priority over any and all acquisitions by the District and reimbursement to the Landowner thereof.

**SECTION 8. TAXES, ASSESSMENTS AND OTHER COSTS.**

- A.** The Landowner agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the Parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or Landowner's property or property interest, or any other such expense. As to any parcel of Real Property conveyed by Landowner pursuant to this Agreement, the potential obligations of Landowner to pay such taxes, assessments and cost that may be incurred as a result of the Parties entering into this Agreement shall terminate one (1) year after conveyance of each parcel of Real Property.
- B.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates.
- 1.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in December 2023, the Landowner shall escrow the pro rata amount of taxes due for the tax bill payable in November 2023. If any additional taxes are imposed on the District's property in 2023 then the Landowner agrees to reimburse the District for that additional amount.
  - 2.** Nothing in this Agreement shall prevent the District or the Landowner from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- C.** The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection B above. The Landowner covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Landowner fails to make timely payment of any such taxes

or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within seven (7) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- D. The Parties agree that in the event the Landowner fails to make timely payment of any such special assessments and/or otherwise defaults on such special assessments imposed to purchase the Improvements, such default shall terminate any and all District obligations contained in this Agreement.
- E. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**SECTION 9. IMPACT FEE CREDITS.** In connection with the District's Pod A 2023 Project, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Landowner undertaking the transactions involved with the District's Pod A 2023 Project and financing arrangements, the District and the Landowner agree that the Landowner may retain any such impact fee credits, provided that the Landowner contributes, or causes to be contributed, a corresponding amount of Improvements, Work Product and/or Real Property as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits. Such Improvements, Work Product and/or Real Property shall be valued based on the valuation procedures as described in this Agreement. Alternatively, the Landowner may provide the proceeds of the impact fee credits to the District and the District may use for any legal purpose, including but not limited to depositing such proceeds into the applicable acquisition and construction account for the Bonds for use in acquiring and/or constructing the Pod B 2023 Project.

**SECTION 10. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 11. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**SECTION 12. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 13. ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld.

NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the Parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

**SECTION 14. EFFECTIVE DATE.** This Agreement shall have an effective date as of the date first written above.

**SECTION 15. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 16. DEFAULT.** A default by the Landowner under this Agreement shall entitle the District to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and specific performance. A default by the District under this Agreement shall entitle the Landowner to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 17. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 18. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the activities contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**SECTION 19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part thereof.

**SECTION 20. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 21. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns.

**SECTION 23. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

**SECTION 24. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices

shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

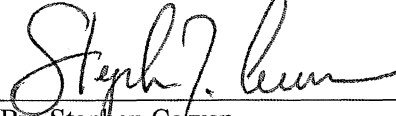
**SECTION 25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*[Remainder of page intentionally blank]*

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

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**



By: Stephen Cerven

Its: Chair

**SK RYE ROAD, LLC**

By: James Harvey

Its: Authorized Signatory

- Exhibit A:** *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the [*First Supplemental Engineer's Report (Pod A 2023 Project)*], dated October 12, 2023
- Exhibit B:** Acquisition Checklist

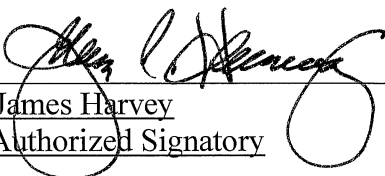
IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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By: Stephen Cerven  
Its: Chair

**SK RYE ROAD, LLC**



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By: James Harvey  
Its: Authorized Signatory

- Exhibit A:** *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the [*First Supplemental Engineer's Report (Pod A 2023 Project)*], dated October 12, 2023
- Exhibit B:** Acquisition Checklist



## Exhibit A



MASTER ENGINEER'S REPORT - POD A PROJECT  
FOR THE  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:  
BOARD OF SUPERVISORS  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:  
ZNS Engineering, LC  
Jeb C. Mulock, PE

November 2, 2022

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
MASTER ENGINEER'S REPORT - POD A PROJECT**

**1. INTRODUCTION**

The purpose of this report is to provide a description of the portion of the District's capital improvement plan related to what is known as "Pod A" of the District ("**Pod A Project**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the *Engineer's Report (Bond Validation Version)*, dated March 7, 2022 ("**Validation Report**"). The contents of the Validation Report are incorporated herein by this reference.

**2. GENERAL SITE DESCRIPTION**

The District is located entirely within Manatee County, Florida, and covers approximately 1,368.60 acres of land, more or less. The site is generally located south and west of CR 675, east of North Rye Road and north of Upper Manatee River Road. The District consists of multiple "pods" and/or development areas. Pod A is comprised of approximately 561.02 acres of land. The metes and bounds description of Pod A is set forth in **Exhibit A**.

**3. PROPOSED POD A PROJECT**

The Pod A Project, which is planned for multiple phases, is intended to provide public infrastructure improvements benefitting the lands within Pod A, which are currently planned for 1,764 units. The product mix is shown below.

**Table 1\***  
**(Estimated Product Types - Subject to Change)**

<b>Product Type</b>	<b>TOTAL Pod A Units</b>
35' to 39'	116
40'	500
50'	901
60'	247
74'	
Townhome A	
Townhome B	
Townhome C	
<b>TOTAL</b>	<b>1,764</b>

\*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units, unit types and land uses may be incorporated in the future as permitted by applicable development approvals.

The Pod A Project will function as a system of improvements serving Pod A. The Pod A Project infrastructure includes all of the various improvements described in the Bond Validation Engineer's Report dated March 7, 2022, as may be amended from time to time, including but not limited to stormwater improvements, roadways, water and wastewater utilities, undergrounding of conduit, landscape/hardscape/irrigation improvements, recreational improvements, conservation areas, and professional services, all as specific to Pod A, as well as master improvements within the District<sup>1</sup> benefitting Pod A.

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<sup>1</sup> The District anticipates being merged into a stewardship district, to be known as the Northlake Stewardship District ("**SD**"). Accordingly, upon such merger, the "District" shall refer to the SD.

**4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the Pod A Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as **Exhibit B**.

**5. OPINION OF PROBABLE CONSTRUCTION COSTS**

Table 2 shown below presents, among other things, the Opinion of Probable Construction Costs for the Pod A Project. It is our professional opinion that the costs set forth in Table 2 are reasonable and consistent with market pricing, both for the Pod A Project.

**TABLE 2**

<b>Improvement</b>	<b>Estimated Cost for Pod A Project</b>	<b>Financing Entity</b>	<b>Operation &amp; Maintenance Entity</b>
Stormwater System	\$16,890,000.00	CDD	CDD
(CDD) Roadways	26,110,000.00	CDD	Manatee County
Water and Wastewater Utilities	18,000,000.00	CDD	Manatee County
Undergrounding of Conduit	1,030,000.00	CDD	CDD
Landscape/Hardscape/Irrigation	11,070,000.00	CDD	CDD
(CDD) Recreational Improvements <sup>6</sup>	1,980,000.00	CDD	CDD
Conservation Areas	670,000.00	CDD	CDD
Off-Site Improvements	720,000.00	CDD	Manatee County
Master Improvements	3,500,000.00	CDD	CDD
Professional Fees	2,360,000.00	CDD	CDD
Contingency	16,466,000.00	CDD	As above
<b>TOTAL</b>	<b>\$98,796,000.00</b>		

**NOTES:**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the Pod A Project.
3. The master landowner or master developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the Pod A Project), the District or a third-party.
4. At the master landowner or master developer's option, a third-party, or an applicable property owner's or homeowner's association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.
5. As previously noted herein, and upon the merger of the District into the SD, the SD would take over the financing and operations roles of the District.
6. The costs for the recreational amenities listed above may include both on-site and off-site recreational facilities benefitting Pod A, but do not include any clubhouses planned to be within Pod A itself. Instead, such Pod A clubhouse(s) will be privately financed by the Pod A developer and owned by a homeowner's association.
7. As noted herein, the costs set forth above are estimates only. The District may spend additional monies for any given category of improvements above and beyond the amounts set forth for that category above. However, the District will not spend more than the total amount of \$98,796,000.00

without undertaking proceedings to levy additional special assessments securing the funding of the Pod A Project, or otherwise providing for such funding.

## 6. CONCLUSIONS

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

- The estimated cost of the Pod A Project as set forth herein is reasonable based on prices currently being experienced in Manatee County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Pod A Project are contemplated by applicable development approvals;
- The Pod A Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Pod A Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within Pod A will receive a special benefit from the Pod A Project that is at least equal to the costs of the Pod A Project attributable to Pod A; and
- The Pod A Project, including all of its phases, will function as a system of improvements benefitting all lands within Pod A.

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

The Pod A Project will be owned by the District or other governmental units and such Pod A Project is intended to be available and will reasonably be available for use by the general public (subject to the District's rules and policies) including nonresidents of the District. All of the Pod A Project is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The Pod A Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Pod A Project, and that is not used as part of the Pod A Project, such fill may only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

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

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Jeb C. Mulock, P.E. Date  
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**EXHIBIT A: Legal Description of Pod A**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56"E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET;

THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH



OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

**EXHIBIT B - Permit Status**

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
Rye Ranch – South Wetland JD	SWFWMD	Approved	3/17/2022	ERP 42045794.000
Rye Ranch Pod A FDEP 404	FDEP	N/A	N/A	N/A
Rye Ranch Phase II Mass Grading ERP	SWFWMD	Processing	estimated Q4 of 2022	App 849744
Rye Ranch Phase II Mass Grading CP	Manatee	Processing	estimated Q4 of 2022	PLN2206-0006
Rye Ranch Phase IA & IB PSP/FSP/PP/CP	Manatee	Processing		PLN2110-0079 / PLN2110-0078
Rye Ranch Phase IA & IB SWFWMD ERP	SWFWMD	Processing		App 836470
Rye Ranch Off-site Utilities Construction Plan	Manatee	Approved		PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Processing		PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Processing	estimated Q4 of 2022	App 842914
Rye Ranch Pod A Phase II Construction Plan ERP	SWFWMD	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II PSP/FSP/PP	Manatee	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II Construction Plan	Manatee	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II FDEP Wastewater Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II FDEP Potable Water Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Frye Ranch Pod A Phase II DEP Reclaimed Water Permit	FDEP	Not Yet Submitted	estimated Q1 of 2023	TBD
Rye Ranch Pod A Phase II Stormwater NPDES	FDEP	Not Yet Submitted	estimated Q4 of 2022	TBD
Rye Ranch Pod A Phase II Final Plat	Manatee	Not Yet Submitted	estimated Q3 of 2023	TBD
Rye Ranch Pod A Phase II Letter of Map Revision	FEMA	Not Yet Submitted	estimated Q4 of 2023	TBD



**SUPPLEMENTAL ENGINEER'S REPORT  
(POD A 2023 PROJECT)**

PREPARED FOR:

BOARD OF SUPERVISORS  
RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
(the "District")

ENGINEER:

ZNS Engineering, LC  
Jeb C. Mulock, PE

October 2023

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
FIRST SUPPLEMENTAL ENGINEER'S REPORT - POD A PROJECT**

**1. INTRODUCTION**

The purpose of this report is to provide a description of the first portion of the District's Pod A Project to be known as the "Pod A 2023 Project." This report supplements that certain *Engineer's Report (Bond Validation Version)*, dated March 7, 2022, and *Master Engineer's Report - Pod A Project*, dated November 2, 2022 (together, "Master Report"), the terms of which are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

**2. PROPOSED POD A PROJECT**

Pod A is comprised of approximately 561.02 acres of land. The metes and bounds description of Pod A is set forth in Exhibit A. The Pod A 2023 Project, located within Pod A, includes the public infrastructure necessary for the development of what is known as "Phases IIA, IIB and IIC" a/k/a the "Pod A 2023 Project Area." Pod A 2023 Project Area is planned for the following product types:

**Table 1\***

<b>Product Type</b>	<b>Pod A 2023 Project Units (Phases IIA, IIB and IIC)</b>
35' to 39' Villas	44
40'	102
50'	265
60'	47
74'	0
Townhome A	0
Townhome B	0
Townhome C	0
<b>TOTAL</b>	<b>458</b>

\*NOTE: All units are subject to conversion to other types, as permitted by applicable development approvals, and may include townhome units among others. Additional units and unit types may be incorporated in the future as permitted by applicable development approvals.

The Pod A 2023 Project is part of the Pod A Project system of improvements serving Pod A. The Pod A 2023 Project infrastructure includes (collectively, "Pod A 2023 Project Improvements"):

- Stormwater improvements within Phases IIA, IIB and IIC
- Roadways within Phases IIA, IIB and IIC
- Water and wastewater utilities within Phases IIA, IIB and IIC
- Differential cost of undergrounding conduit within Phases IIA, IIB and IIC
- Certain landscape/hardscape/irrigation improvements within Phases IIA, IIB and IIC
- Conservation areas within Phases IIA, IIB and IIC
- Professional services
- Offsite and master improvements.

1 The District anticipates being merged into a stewardship District, to be known as the Northlake Stewardship District ("SD"). Accordingly, upon such merger, the "District" shall refer to the SD.

Among other offsite and master improvements, and in connection with the development of the Pod A 2023 Project, the District intends to construct and/or acquire Rye Road turn lanes which serve Pod A.

**3. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the Pod A 2023 Project have either been obtained, or are reasonably expected to be obtained in the future. They are listed in the chart attached hereto as **Exhibit B**.

**4. OPINION OF PROBABLE CONSTRUCTION COSTS**

The table below presents, among other things, the Opinion of Probable Construction Costs for the Pod A 2023 Project. It is our professional opinion that the costs set forth in the table are reasonable and consistent with market pricing.

**TABLE 2**

<b>Improvement</b>	<b>Estimated Cost for Pod A 2023 Project</b>	<b>Operation &amp; Maintenance Entity</b>
Stormwater System	\$6,610,000	Manatee County/District
Public Roadways	\$10,860,000	Manatee County
Water and Wastewater Utilities	\$5,440,000	Manatee County
Undergrounding of Conduit	\$260,000	District
Landscape/Hardscape/Irrigation	\$3,810,000	District
Conservation Areas	\$170,000	District
Off-Site Improvements	\$720,000	Manatee County
Professional Fees	\$770,000	District
Contingency	\$3,870,000	As above
<b>TOTAL</b>	<b>\$32,510,000</b>	

**NOTES:**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.
2. Roadway and landscape/hardscape/irrigation improvements, if behind hard-gates, will not be part of the Pod A 2023 Project.
3. If not financed by the District, and in the District's discretion, all or a portion of the Pod A 2023 Project improvements may be owned and maintained by a property owner's or homeowner's association.
4. In the District's discretion, the District may elect to enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
5. Any clubhouse(s) or recreational facilities constructed for Phases IIA, IIB or IIC will be privately financed by the Pod A homebuilder and owned by the master property owners' association or the neighborhood homeowners' sub-association.
6. Certain secondary drainage stormwater system improvements, including but not limited to yard drains, associated improvements, and other secondary drainage, and certain common areas and/or common area improvements, may be excluded from the Pod A 2023 Project Improvements at the District's sole discretion.

5. CONCLUSIONS

The Pod A 2023 Project will be designed in accordance with current governmental regulations and requirements. The Pod A 2023 Project will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- The estimated cost of the Pod A 2023 Project as set forth herein is reasonable based on prices currently being experienced in Manatee County, Florida, and are not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the Pod A 2023 Project are required by applicable development approvals;
- The Pod A 2023 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Pod A 2023 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The assessable property within the Pod A 2023 Project Area will receive a special benefit from the Pod A 2023 Project that is at least equal to the costs of the Pod A 2023 Project; and
- The Pod A 2023 Project, including all of its phases, will function as a system of improvements together with the balance of the Pod A Project.

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

The Pod A 2023 Project will be owned by the District or other governmental units and such Pod A 2023 Project is intended to be available and will reasonably be available for use by the general public (subject to the District's rules and policies) including nonresidents of the District. All of the Pod A 2023 Project improvements are or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The Pod A 2023 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Pod A 2023 Project, and that is not used as part of the Pod A 2023 Project, such fill may only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the Pod A 2023 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Pod A 2023 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned units in Phases IIA, IIB and IIC, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.



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Jeb C. Mulock, P.E. Date  
FL License No. 64692

EXHIBIT A - Legal Description of Pod A

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET

TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS





OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.







**EXHIBIT B - Permit Status**

Permit Name	Agency	Status	Approval Date	Reference #
General Development Plan/Rezone – PDMU-19-16(Z)(G) (approved)	Manatee	Approved	6/17/2021	PDMU-19-16(Z)(G)
Rye Ranch – South Wetland JD	SWFWMD	Approved	3/17/2022	ERP 42045794.000
Rye Ranch Pod A FDEP 404	FDEP	N/A	N/A	N/A
Rye Ranch Phase II Mass Grading ERP	SWFWMD	Approved	6/2/2022	43040135.008
Rye Ranch Phase II Mass Grading CP	Manatee	Approved	10/17/2022	PLN2206-0006
Rye Ranch Off-site Utilities Construction Plan	Manatee	Approved	8/22/2022	PLN2202-0055
Mulholland/Road CC Roadway and Utilities Construction Plan	Manatee	Approved	5/10/2023	PLN2202-0100
Mulholland/Road CC SWFWMD ERP	SWFWMD	Approved	3/29/2023	43040135.007
Rye Ranch Pod A Phase II Construction Plan ERP	SWFWMD	Approved		43040135.009
Rye Ranch Pod A Phase II PSP/FSP/PP	Manatee	Approved	9/13/2023	PLN2209-0034
Rye Ranch Pod A Phase II Construction Plan	Manatee	Approved	9/13/2023	PLN2209-0035
Rye Ranch Pod A Phase II FDEP Wastewater Permit	FDEP	Approved	6/30/2023	CS41-0182186-398-DWCM
Rye Ranch Pod A Phase II FDEP Potable Water Permit	FDEP	Approved	5/26/2023	0133068-1588-DSC
Rye Ranch Pod A Phase II Stormwater NPDES	FDEP	Submitted	Pending	TBD
Rye Ranch Pod A Phase II Final Plat	Manatee	Submitted	estimated Q4 of 2023	TBD
Rye Ranch Pod A Phase II Letter of Map Revision	FEMA	Not Yet Submitted	estimated Q4 of 2024	TBD

## Exhibit B

### RYE RANCH COMMUNITY DEVELOPMENT DISTRICT ACQUISITION CHECKLIST

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The following is a checklist that should be of assistance in preparing for the acquisition of Work Product, Improvements, and Real Property pursuant to the Agreement by and between District and Landowner. Some of these items may not be applicable in a given circumstance; The District shall provide Landowner forms of certain documents listed below. Please confirm with the District on the scope of Work Product, Improvement and/or Real Estate to be acquired and what, from the below description, needs to be included with each Acquisition.

#### **Acquisition of Work Product.**

For the acquisition of Work Product, the following items should be provided to the District for each item of Work Product the Landowner is requesting the District acquire:

- (i) *Request for Work Product Acquisition* - For each Work Product the Landowner would like the District to acquire, a request must be made to the District in writing describing at least the following:
  - (a) Nature of the Work Product
  - (b) Cost of the Work Product.
- (ii) *Contract for Professional Services* - A copy of the contract (including any amendments, addendums and work authorizations) entered into by and between the Landowner and the professional service provider under which the Work Product was produced.
- (iii) *Documentation of Costs Paid* - This simply means invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Work Product item to be acquired and must be accompanied by proof of payment.
- (iv) *Affidavit of Costs Paid* – Landowner’s affidavit attesting that all payments reflected in (iii) have been made and no payments are outstanding.
- (v) *Plans* - provide the plans and associated documentation to the District Engineer for review in advance of payment of the sums determined to be reasonable.
- (vi) *Releases* – obtain/provide releases from all professionals providing services related to the Work Product which will allow the District to use and rely upon the validity of the Work Product, which may be in the form of an Acknowledge & Release for Work Product.

- (vii) *Warranties* - provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable, a warranty that the Work Product is fit for the purposes to which it will be put to use by the District, as contemplated by the District's capital improvement plan.
- (viii) *Permits* - provide the permits and associated documentation to the District Engineer for review in advance of payment.
- (ix) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate of approval.
- (x) *Bill of Sale*. Instrument of conveyance that memorializes the sale of Work Product.

### **Acquisition of Improvements.**

For the acquisition of Improvements, the following items should be provided to the District for each completed piece of infrastructure the Landowner is requesting the District acquire:

- (i) *Request for Infrastructure Acquisition* - For each Improvement the Landowner would like the District to acquire, a request must be made to the District in writing describing at least the following:
  - (a) Nature of the Improvement.
  - (b) General location of the Improvement.
  - (c) Cost of the Improvement.
- (ii) *Contract for Construction and/or Installation Services* - A copy of the contract (including any amendments, addendums and change orders) entered into by and between the Landowner and the contractor under which the Improvement was constructed or installed.
- (iii) *Documentation of Costs Paid* - This simply means applications for payment, invoices, bills, receipts, or other evidence of cost. The invoices should be organized based on the Improvement to be acquired and must be accompanied by proof of payment and a verification of payment from all applicable contractors.
- (iv) *Affidavit of Costs Paid* - Landowner's affidavit attesting that all payments reflected in (iii) have been made and no payments are outstanding.
- (v) *Lien Releases* - Lien releases from all contractors reflecting payment in full for construction and/or installation of completed Improvements (including all subcontractors).

- (vi) *Acknowledgment & Release for Improvements* – Contractor’s acknowledgement of District’s right to rely upon the terms of the construction and/or installation contract for acquired Improvements, including any warranties, and confirmation that all amounts due and owing to contractor have been paid.
- (vii) *Schedule of Values* - A Schedule of Values identifying only those costs associated with the construction and/or installation of Improvements (paving, drainage, etc.).
- (viii) *Contractor’s Warranty Letter and Maintenance Bond* - A warranty letter and maintenance bond from the contractor for the Improvements to be acquired, if applicable. For example,
  - (a) Stormwater - ponds, master drainage pipes and control structures
  - (b) Roadway - paving and drainage
  - (c) Utilities – water, sewer and lift station
- (ix) *Test Results* - **If applicable** to the Improvement being acquired, the following testing must be completed and the results provided to the District Engineer for review in advance of acquisition. By way of example:
  - (a) Bacteriological
  - (b) Pressure tests
  - (c) Backflow certification
  - (d) TV Tapes
  - (e) Electric to lift station
  - (f) Lift station start-up
  - (g) Lift station start-up electrical inspection
  - (h) Operation and maintenance manuals
  - (I) Geotechnical testing results and geotechnical certification
- (x) *Final Inspections and Agency Sign-Off* - **If applicable** to the Improvement being acquired, final inspections by the project engineer must be completed and sign-off obtained from the appropriate governmental agencies (City, County, DEP, WMD, etc.).
- (xi) *Instruments of Conveyance*. Most, if not all, of the transfers of improvements will also involve some type of real and tangible property transfer (e.g., bills of sale, deeds or easements, etc.). If any item acquired is to be conveyed to a third party governmental body, then the Landowner will be asked to provide such certifications or documents, at Landowners own expense, as may be required by that governmental body.
- (xii) *Real Property Interests*. Determine what type of Real Property interest is needed for the Improvement (e.g., easement, deed, etc.) and make provision for conveyance



and make provision for conveyance along with a clean title opinion or alternative outlined below.

- (xiii) *Engineering Review and Certification* - The District Engineer will review the information provided by the Landowner and issue an opinion as to whether the costs are reasonable. The District Engineer will then prepare an Engineer's Certificate. A separate Consulting Engineer's Certificate may be necessary depending on who served as the engineer of record for a particular project.

### **Dedication or Acquisition of Real Property Interests**

All Real Property dedicated or acquired by the District will be free and clear of all liens. Certain documentation should be provided for the conveyance of Real Property to the District. This documentation may vary on a case-by-case basis (for example, title opinions and insurance may be required) and may be dependent on the type of property interest involved. The District reserves the right to require additional documentation. The following is an example of items that may need to be collected or generated for each parcel of property the Landowner would like to convey, or cause to be conveyed, to the District per the Agreement:

- (i) *Survey and Legal Description* – survey of the parcel to be conveyed and a metes and bounds description or other legal description satisfactory to the District.
- (ii) *Instruments of Conveyance* - each real property interests must be conveyed by the Landowner to the District by a recorded deed or such other method of conveyance acceptable to the District, most commonly in the form of a Special Warranty Deed or perpetual Easement.
- (iii) *Proof of Payment of Taxes/Liens* - proof all taxes and liens, if applicable, have been paid up to the date of conveyance.
- (iv) *Affidavit of Non-Foreign Status (FIRPTA)* – Landowner's affidavit certifying that Landowner is not a foreign person as that term is defined in the Internal Revenue Code and Income Tax Regulations.
- (v) *Title Opinion* - Landowner may be required to provide a title opinion for any lands dedicated to the District, and title insurance for any lands purchased by the District. Alternatively, in the District's sole discretion, Landowner may provide, in lieu of a title opinion:
  - (a) *Owner's Affidavit*. affidavit from Landowner certifying as to lawful ownership and clear title to the Real Property being conveyed; and
  - (b) *Attorney's Affidavit* – affidavit from Landowner's counsel certifying that based upon examination of the title report, Landowner has clear title,

free of lien, to the Real Property being conveyed and the Improvements located therein and other applicable matters.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8C**

Prepared by and return to:

**Kutak Rock LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AND CONTRACT RIGHTS  
(POD A 2023 BONDS)**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (POD A 2023 BONDS) (herein, “**Assignment**”) is made on November 14, 2023, by **SK RYE ROAD LLC**, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, together with its successors and assigns (“**Landowner**” or “**Assignor**”) in favor of the **RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 together with its successors and assigns (“**District**” or “**Assignee**”).

**RECITALS**

**WHEREAS**, the District proposes to issue Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) (“**Bonds**”) to finance certain public infrastructure known as the “Pod A 2023 Project” (“**Pod A 2023 Project**” or “**Project**”), as defined and described in that certain *Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023, supplementing that certain *Master Engineer’s Report – Pod A Project*, dated November 2, 2022 (together, “**Engineer’s Report**”);

**WHEREAS**, the security for the repayment of the Bonds is the special assessments (“**Assessments**”) levied against the benefited lands within what is known as “**Pod A**” (the “**Lands**”), the legal description of which is attached hereto as **Exhibit A**, which is located within the geographical boundaries of the District;

**WHEREAS**, the Lands are presently planned to include certain planned product types and units (as used herein with respect to the planned units and/or the undeveloped lands within the Lands that may be developed into the planned units, “**Lots**”) as further described in the Engineer’s Report and the *Pod A Project Master Special Assessment Methodology Report* dated November 2, 2022, as supplemented by the *Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report* dated October 24, 2023;

**WHEREAS**, the “**Development Completion**” will occur when the District’s Pod A 2023 Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed;

**WHEREAS**, prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the Bonds;

**WHEREAS**, in the event of default in the payment of the Assessments securing the Bonds, the District has certain remedies – namely, if the Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”);

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below), to complete development of the Lands;

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

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Lands or Pod A 2023 Project.

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

**SECTION 1. COLLATERAL ASSIGNMENT.**

(a) **Development & Contract Rights.** Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor at execution of this Assignment or subsequently acquired by Assignor in the future, all of Assignor’s development rights and contract rights relating to development of the Lands and/or Project (herein, collectively, the “**Development & Contract Rights**”) as security for the Landowner’s payment and performance and discharge of the obligation to pay the Assessments levied against the Lands owned by the Landowner. Without limiting the foregoing, the Development & Contract Rights shall include the following items as they pertain to the development of the Lands and/or Project (but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer (hereinafter defined):

- (i) All of Landowner and/or declarant’s rights under any neighborhood homeowner’s association or other similar governing entity operating Pod A with respect to the Land.
- (ii) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

- (iii) Preliminary and final site plans.
- (iv) Architectural plans and specifications for buildings and other improvements relating to the Lands.
- (v) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Land and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion including, but not limited to, the following:
  - 1) Any and all approvals, extensions, amendments, rezoning, and development orders rendered by governmental authorities, relating to the Lands.
  - 2) Any and all service agreements relating to utilities, water and/or wastewater, together with all warranties, guaranties, and indemnities of any kind or nature associated therewith.
  - 3) Permits, more particularly described in the Engineer's Report.
- (vi) Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Lands by Assignor in connection with the development of the Lands or the construction of improvements thereon.
- (vii) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Lands or the construction of improvements thereon, together with all warranties, guaranties, and indemnities of any kind or nature associated therewith.
- (viii) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Lands, including the Lots.
- (ix) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising

thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

(b) **Exclusions.** Notwithstanding the foregoing, the Development & Contract Rights shall not include any development rights and contract rights which relate solely to: (i) Lots conveyed to an unaffiliated homebuilders or end-users, or (ii) any property which has been conveyed to Manatee County, Florida, the District, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as a “**Prior Transfer**”).

(c) **Rights Inchoate.** The assignment and assumption of rights under this Assignment is not intended to impair or interfere with the development of the Lands or Project and shall be inchoate and shall only become an effective and absolute assignment and assumption of the Development & Contract Rights upon failure of the Landowner to pay the Assessments levied against the Lands; provided, however, that such assignment shall only be effective and absolute to the extent that: (i) this Assignment has not been terminated earlier pursuant to the term of this Assignment, or (ii) a Prior Transfer has not already occurred with respect to the Development & Contract Rights.

**SECTION 2. WARRANTIES BY ASSIGNOR.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing contracts, agreements, and other documents relating to the Development & Contract Rights, which now or hereafter affect the Lands and the Project (collectively, the “**Contract Documents**”), subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

(d) Any transfer, conveyance, or sale of any portion of the Lands (excluding any Prior Transfer) shall subject any and all affiliated entities of Assignor or successors-in-interest of the Landowner to this Assignment.

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

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

**SECTION 3. COVENANTS.** Assignor covenants with Assignee that during the Term (as defined above):

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

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

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

(d) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

**SECTION 4. ASSIGNEE OBLIGATIONS.** Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

**SECTION 5. EVENT(S) OF DEFAULT.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days) shall constitute an "**Event of Default**" under this Assignment. An Event of Default shall also include the transfer of title to all Lands and/or Lots owned by the Landowner pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of the District (or its designee) or a deed in lieu of foreclosure to the District (or its designee), or the acquisition of title to such Lands and/or Lots through the sale of tax certificates.



**SECTION 6. REMEDIES UPON EVENT OF DEFAULT.** Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Fully utilize and exercise any and all rights relating to the Development & Contract Rights and perform any and all obligations relating to the Development & Contract Rights, including but not limited to those obligations and rights of Assignor therein as fully as Assignor could.

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

(c) Further assign any and all of the Development & Contract Rights to a third-party acquiring title to the Lands or any portion thereof from the District or at a District foreclosure sale.

**SECTION 7. AUTHORIZATION.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

**SECTION 8. TERM; TERMINATION.** Absent this Assignment becoming effective and absolute, this Assignment shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are with respect to lands that are the subject of the Prior Transfer (the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the "Term").

**SECTION 9. MISCELLANEOUS.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

**SECTION 10. THIRD PARTY BENEFICIARIES.** Except as set forth in the following, this Assignment is solely for the benefit of the Assignee and the Assignor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person other than the Assignee and the Assignor any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of

this Assignment, and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the Assignee and the Assignor and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Assignment. The Trustee shall not be deemed to have assumed any obligations under this Assignment. This Assignment may not be materially amended without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

**SECTION 11. AMENDMENT.** This Assignment may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 10.

**SECTION 12. ASSIGNMENT.** This Assignment shall constitute a covenant running with title to the Land, binding upon the Assignor and its successors and assigns as to the Land or portions thereof. Any transferee shall take title subject to the terms of this Assignment and with respect to the portion of the Land so transferred, provided however that this Assignment shall not apply to any portion of the Land that is the subject of a Prior Transfer.

NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

**SECTION 13. ENFORCEMENT.** A default by either party under this Assignment shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

**SECTION 14. APPLICABLE LAW AND VENUE.** This Assignment and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in the County in which the District is located.

**SECTION 15. PUBLIC RECORDS.** The Assignor understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

**SECTION 16. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

**SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing

in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**SECTION 18.**      **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment .

**SECTION 19.**      **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

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

**WITNESSES**

**SK RYE ROAD LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
James Harvey, as an Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as an Authorized Signatory of SK Rye Road LLC, on its behalf. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

[SIGNATURE PAGE FOR DISTRICT]

**WITNESSES**

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Cerven  
Title: Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by Stephen Cerven, as Chair of the Rye Ranch Community Development District, on its behalf. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A:  
Legal Description of  
the Lands (Pod A)**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A

DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT

CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS.



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8D**

This instrument was prepared by and upon recording should be returned to:

**KUTAK ROCK LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

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**DECLARATION OF CONSENT  
TO JURISDICTION OF RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
AND TO IMPOSITION OF DEBT SPECIAL ASSESSMENTS  
(POD A 2023 BONDS)**

The undersigned, being a duly authorized representative of **SK RYE ROAD, LLC**, a Delaware limited liability company (the “**Landowner**”), as the owner of those lands described in **Exhibit A** attached hereto (the “**Property**”) located within the boundaries of the Rye Ranch Community Development District (the “**District**”), intends that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges, and agrees as follows:

1. The District is, and has been at all times, on and after February 8, 2022, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Manatee County, Florida (the “**County Commission**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 22-12, effective as of February 8, 2022, was duly and properly adopted by the County Commission in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District (“**Board**”) were, and continue to be, duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken from February 8, 2022, to and including the date of this Declaration.

2. The Landowner, on behalf of itself and its heirs, successors and assigns, hereby confirms and agrees, that the debt special assessments (the “**Assessments**”) imposed pursuant to Resolution Nos. 2022-25, 2023-04, and 2024-05 duly adopted by the Board on August 30, 2022, November 2, 2022, and November 9, 2023, respectively, and any resolution supplemental thereto (collectively, the “**Assessment Resolutions**”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Assessments, and the Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, on behalf of itself and its heirs, successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessments without

interest within thirty (30) days after the improvements are completed in consideration of, among other things, rights granted by the District to prepay the Assessments in full any time or in part one time, but with interest, under the circumstances set forth in the Assessment Resolutions.

4. The Landowner, on behalf of itself and its heirs, successors and assigns, hereby expressly acknowledges, represents and agrees that (i) the Property specially benefits from the entirety of the improvements provided in the Project (as such term is defined in the Assessment Resolutions); (ii) the Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of its Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) or securing payment thereof (the “**Financing Documents**”) are valid and binding obligations enforceable in accordance with their terms; and (iii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessments or claims of invalidity, deficiency or unenforceability of the Assessments, the Assessment Resolutions, and the Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); and (iv) the Landowner, on behalf of itself and its heirs, successors and assigns, expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Sections 197.552 and 197.573, *Florida Statutes*. Other information regarding the Assessments is available from the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

6. This Declaration shall remain effective upon the merger, amendment, or name change of the District, including specifically the Merger (hereinafter defined) of the District into the Northlake Stewardship District (“**NSD**”). The Landowner, on behalf of itself and its heirs, successors and assigns, hereby expressly acknowledges that the District is undertaking a process to merge (“**Merger**”) into the NSD, which is a local unit of special-purpose government established pursuant to Chapter 2022-248, Laws of Florida Statutes. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the NSD, and all rights and obligations of the District shall be assumed by the NSD.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE**

**PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION OR OF ANY OF THE ORDINANCES, RESOLUTIONS, AGREEMENTS, DOCUMENTS, AND OTHER MATTERS DEALT WITH HEREIN.**

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, this Declaration has been executed to be effective as of November 14, 2023, and recorded in the Public Records of Manatee County, Florida.

**WITNESSES**

**SK RYE ROAD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
James Harvey, as an Authorized  
Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as an Authorized Signatory of SK Rye Road LLC, on its behalf. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**EXHIBIT A:  
LEGAL DESCRIPTION OF  
PROPERTY (POD A)**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A

CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS.



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8E**

This instrument was prepared by and upon recording should be returned to:

**KUTAK ROCK LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

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**TRUE-UP AGREEMENT  
(POD A 2023 BONDS)**

This Agreement (“**Agreement**”) is made, entered into, and effective as of November 14, 2023, and is by and between:

**SK RYE ROAD LLC**, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, together with its successors and assigns (the “**Landowner**”); and

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, together with its successors and assigns (the “**District**,” and together with Landowner, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including, but not limited to stormwater management facilities, water, wastewater, and reclaim facilities, recreational facilities, roadways, landscape, hardscape and irrigation improvements; and

**WHEREAS**, Landowner is the owner and/or developer of certain lands within the District known as Pod A and identified in **Exhibit A**, attached hereto and incorporated herein (the “**Lands**” or “**Pod A**”); and

**WHEREAS**, the District, pursuant to Florida law, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, the District presently intends to undertake the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities serving the Lands (“**Pod A 2023 Project**” or “**Project**”) as described in that certain *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023, both incorporated herein by reference (together, the “**Engineer’s Report**”); and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from the anticipated sale of its \$8,825,000 Special Assessment Bonds, Series 2023 (Pod A – Series 2023 Project Area) (“**2023 Bonds**”); and

**WHEREAS**, pursuant to Resolution Nos. 2022-25, 2023-04, and 2024-05 (collectively, the “**Assessment Resolutions**”), the District has imposed debt service special assessments (the “**2023 Assessments**”) on the Land within the District pursuant to Chapters 170, 190, and 197, *Florida Statutes*, to secure the repayment of the 2023 Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Pod A Project Master Special Assessment Methodology Report*, dated November 2, 2022 (the “**Master Assessment Report**”) and the *Pod A 2023 Project Final First Supplemental Special Assessment Methodology Report*, dated October 24, 2023 (the “**Supplemental Assessment Report**,” and together with the Master Assessment Report, the “**Assessment Report**”), which are on file with the District and expressly incorporated herein by this reference;

**WHEREAS**, Landowner agrees that the Lands benefit from the timely design, acquisition, and construction of the Project; and

**WHEREAS**, Landowner agrees that the 2023 Assessments have been validly imposed and constitute valid, legal, and binding liens upon the Lands; and

**WHEREAS**, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the 2023 Assessments on the Lands; and

**WHEREAS**, Landowner will develop the Lands based on then-existing market conditions, and the actual densities developed within the development or subdivision may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, as further described in the Assessment Resolutions and Assessment Report, the District’s lien anticipates a mechanism by which Landowner shall, if required, make certain payments to the District to satisfy, in whole or in part, the 2023 Assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a comparison of the units actually developed within the Lands and the units Landowner had initially intended to develop within the Lands as described in the District’s Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner’s intentions and obligations to make True-Up Payments and payment of all 2023 Assessments imposed on the Lands when due.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions, and any resolution supplemental thereto, have been duly adopted by the District subject to all applicable legal requirements. Landowner further agrees that the 2023 Assessments imposed as a lien by the District are legal, valid and binding liens on the lands 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. Landowner hereby waives and relinquishes any rights it may have to challenge, object to, or otherwise fail to pay such 2023 Assessments.

**SECTION 3. COVENANT TO PAY.** Landowner agrees and covenants to timely pay all such 2023 Assessments levied and imposed by the District on the Lands within the District, whether the 2023 Assessments are collected by the Manatee County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District or by any other method allowable by law. Landowner further agrees that to the extent Landowner fails to timely pay all 2023 Assessments on assessable acres owned by Landowner collected by mailed notice of the District, said unpaid 2023 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the title to the Land and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

**A.** The District's 2023 Assessments securing the 2023 Bonds will be allocated in accordance with the Assessment Report, which identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Lands.

**B.** To preclude the Lands from being fully subdivided without all of the debt being allocated, a "**True-Up Test**" will be conducted in accordance with the District's Assessment Report. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review; provided however, such view shall be limited solely to the function and the enforcement of the District's assessment liens. If in the course of conducting a True-Up Test the District determines a change in

development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of 2023 Assessments able to be imposed on the remaining unplatted land within the Lands as compared to what was originally contemplated under the development plan, then the District shall, subject to the provisions below, require the Landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between (i) the 2023 Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the 2023 Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

C. The foregoing is based on the District’s understanding with Landowner that Landowner will ultimately construct on the gross acres within the Lands the development program as identified in the Supplemental Assessment Report, and it is intended to provide a formula to ensure that the appropriate ratio of the debt for the 2023 Assessments to gross acres is maintained if less than the indicated units are developed. However, the District agrees that nothing herein prohibits more units from being developed. In no event shall the District collect 2023 Assessments in excess of the total debt service for the Lands related to the 2023 Project, including all costs of financing and interest. The District, however, may collect 2023 Assessments in excess of the annual debt service related to the Project, including all costs of financing and interest, which shall be applied to prepay the 2023 Bonds. If the strict application of the true-up methodology pursuant to the District’s Assessment Report would result in assessments collected in excess of the District’s total debt service obligation for the Project, the District agrees to take appropriate action by resolution to equitably reallocate the assessments or provide for an equitable refund.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner’s obligation to pay the 2023 Assessments and to abide by the requirements of the application of True-Up Payments. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 7. NOTICE.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the Parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed

received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

### **SECTION 8. ASSIGNMENT.**

**A.** Landowner may not assign its duties or obligations under this Agreement except in accordance with the terms of Section 8.C. below. This Agreement shall constitute a covenant running with title to the Lands, binding upon Landowner and its successors and assigns as to the Lands or portions thereof, and any transferee of any portion of the Lands, but shall not be binding upon transferees permitted by Sections 8.B. or 8.C(ii) below. In the event of a transfer in accordance with Section 8.C(ii), the covenant and all obligations shall be retained by the Landowner.

**B.** Landowner shall not transfer any portion of the Lands to any third party without complying with the terms of Section 8.C. below, other than: (i) platted and fully-developed lots to homebuilders restricted from replatting; (ii) platted and fully-developed lots to end users; or (iii) portions of the Lands exempt from assessments to the County, the District, or other governmental agencies. Any transfer of any portion of the Lands pursuant to this Section 8.B. shall constitute an automatic release of such portion of the Lands from the scope and effect of this Agreement.

**C.** Except as provided in Section 8.B., Landowner shall not transfer any portion of the Lands (“**Transferred Lands**”) to any third party without satisfying one of the following conditions (“**Transfer Conditions**”): (i) satisfying any True-Up Payment that results from a True-Up Test performed with respect to the Transferred Lands by the District Manager prior to and as a condition of such transfer; (ii) remaining obligated to make any True-Up Payments resulting from the transferee’s ultimate platting and development of the Transferred Lands; or (iii) assigning, and causing such third party to assume, Landowner’s obligations under this Agreement with respect to the Transferred Lands, which assignment shall be in writing and recorded in the Official Records of Manatee County. Any assignee assuming Landowner’s obligation hereunder in accordance with this Section 8.C. herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such Transferred Lands. Any transfer that is consummated pursuant to this Section 8.C.(i) or (iii) shall operate as a release of Landowner from its obligations under this Agreement as to such Transferred Lands only arising from and after the date of such transfer and

satisfaction of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection (i) or assumption of such obligations by transferee under subsection (iii) above.

**D.** The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida Statutes*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD, and all rights and obligations of the District shall be assumed by the SD.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties.

**SECTION 10. TERMINATION.** This Agreement shall terminate automatically upon the full allocation of 2023 Assessments to platted units and the payment in full of all True-Up Payment having been determined to be due hereunder.

**SECTION 11. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

**SECTION 15. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

**SECTION 18. PUBLIC RECORDS.** The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law

**SECTION 18. EFFECTIVE DATE.** This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[SIGNATURES ON NEXT PAGE]



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

**WITNESSES**

**SK RYE ROAD, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
James Harvey, as an Authorized Signatory

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as an Authorized Signatory of SK Rye Road LLC, on its behalf. He [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

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

**WITNESSES**

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Cerven  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by Stephen Cerven, as Chairman of the Rye Ranch Community Development District, on its behalf. He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

**Exhibit A**  
LEGAL DESCRIPTION OF  
LANDS (POD A)

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A

CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A

CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8F**

Prepared by and return to:  
**Kutak Rock LLP**  
P.O. Box 10230  
Tallahassee, Florida 32302

**NOTICE OF SPECIAL ASSESSMENTS**  
**RYE RANCH CDD**  
**(POD A 2023 BONDS)**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Rye Ranch Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2022-25, 2023-04, and 2024-05 (together, “**Assessment Resolutions**”). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) (“**Assessments**”), which are levied on the property within the District known as the “**Pod A**” and described in **Exhibit A** attached hereto (“**Property**”).

The Assessments are intended to secure the District’s repayment of debt service on the District’s \$8,825,000 Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) (“**Bonds**”). The Bonds are intended to finance a portion of the District’s “Pod A 2023 Project” (herein, “**Project**”), which is described in the *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the *Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023 (together, “**Engineer’s Report**”).

The Assessments are further described in the *Pod A Project Master Special Assessment Methodology Report*, dated November 2, 2022, and as supplemented by the *Pod A Project Final First Supplemental Special Assessment Methodology Report*, dated October 24, 2023 (together, “**Assessment Report**”). A copy of the Engineer’s Report, Assessment Report, and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (Phone: 561-571-0010).

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and 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. Please note that, as part of the Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

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 Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that:

**THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE 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.**

[CONTINUED ON NEXT PAGE]



**IN WITNESS WHEREOF**, the foregoing Notice of Special Assessments has been executed to be effective as of the date of closing on the Bonds.

**WITNESS**

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Cerven  
Title: Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Stephen Cerven, as Chair, of RYE RANCH COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**EXHIBIT A**

Legal Description of the Property (Pod A)

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A

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#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT

BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9**

## RESOLUTION 2024-06

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT CONFIRMING, RATIFYING, APPROVING AND FURTHER AUTHORIZING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ASSIGNMENT OF CONSTRUCTION CONTRACTS AND ACQUISITION OF CERTAIN IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Rye Ranch Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida (the “**Act**”); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (the “**Pod A 2023 Project**”), which plan is detailed in the *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023 (together, the “**Engineer’s Report**”); and

**WHEREAS**, the SK Rye Road, LLC (the “**Developer**”), is the owner and/or developer of certain lands located in the boundaries of Pod A (the “**Pod A**”) within the District known as Phases 2A, 2B and 2C (the “**Pod A 2023 Project Area**”); and

**WHEREAS**, pursuant to the *Request for Bond Authorization* letter dated June 23, 2023, from Developer to the District, and Resolution 2024-01, the District commenced issuance of its Pod A 2023 Bonds to finance a portion of the Pod A 2023 Project Area (the “**Bonds**”), which Bonds are anticipated to close on November 14, 2023 and generate \$7,446,571.35 in Pod A 2023 Acquisition and Construction Account, as defined in the Second Supplemental Trust Indenture, dated as of November 1, 2024, which will be used to finance a portion of the costs associated with the Pod A 2023 Project; and

**WHEREAS**, the District and Developer entered into, among other financing documents, the *Acquisition Agreement (Pod A 2023 Project)*, dated October 24, 2023, which sets forth the process by which the District may acquire the improvements comprising the Pod A 2023 Project or take assignment of certain contracts for construction of improvements comprising the Pod A 2023 Project, as applicable; and

**WHEREAS**, the Developer and contractor, E.T. MacKenzie of Florida Inc., previously entered into that certain *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023, as listed in **Exhibit A** (collectively, the “**Construction**

**Agreement”**), both of which are incorporated herein by this reference as if fully recited herein and summarized in the chart attached hereto as **Exhibit A**, and advanced, funded, commenced and completed certain public mass grading and earthwork improvements (collectively, the **“Improvements”**) comprising a portion of the Pod A 2023 Project; and

**WHEREAS**, the District and Developer desire to enter into various agreements whereby the Developer transfers, assigns and conveys unto the District all of the rights, interests, benefits and privileges of Developer under the Construction Agreement (**“Assignment”**), forms of which are attached hereto as **Composite Exhibit B** (collectively, **“Assignment Documents”**), and sell to the District the completed portions of the Improvements constructed under the Construction Agreement (**“Acquisition”**), all of which shall be contingent upon the closing of the Bonds; and

**WHEREAS**, the District desires to confirm, ratify and approve all actions of the Chairman and District staff regarding the Assignment of the Construction Agreement and Acquisition of the Improvements up to date and further authorize Chairman and District staff to take all actions necessary to complete same.

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

**SECTION 1.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Resolution.

**SECTION 2.** The District’s assumption of the Assignment, and the Acquisition, shall be contingent upon the closing of the Bonds. The Assignment Documents attached hereto as **Composite Exhibit B** are approved in substantial form and, subject to the Bonds closing, the Chairman and District staff are hereby authorized by the Board to finalize and execute Assignment Documents after the Bonds closing.

**SECTION 3.** The actions of Chairman and District staff including but not limited to District Engineer and District Counsel in negotiating, preparing, drafting and coordinating the Assignment and Acquisition relating to the Construction Agreement, and all actions taken hereinafter and in the furtherance of completing the Assignment and Acquisition, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, confirmed, approved and further authorized by the Board.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its adoption.

[Remainder of page intentionally blank]

**PASSED AND ADOPTED** this 9<sup>th</sup> day of November 2023.

ATTEST:

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A**  
**Composite Exhibit B**

Summary of Construction Agreement  
Assignment Documents



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9A**

## EXHIBIT A – Summary of Construction Agreement

### E.T. MACKENZIE CONTRACT

Phase 2A Infrastructure – Mass Grading Contract 6,765,685.10

First Addendum to Mass Grading Contract, adding:

- Phase 2B Clearing 210,000.00
- Phase 2C Heavy Clearing 283,760.00
- Base Material Increase 10,289.51

<b>TOTAL CONTRACT ASSIGNMENT</b>	<b>\$ 7,269,734.61</b>
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**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9BI**

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**[POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, SK Rye Road LLC (“**Assignor**”) does hereby transfer, assign and convey unto Rye Ranch Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits and privileges of Assignor under that certain *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023, attached hereto as composite **Exhibit B** (collectively, “**Contract**”), by and between Assignor and E.T. MacKenzie of Florida, Inc. (“**Contractor**”), providing for a portion of certain construction services related to the project known and identified as Rye Ranch Pod A – Phases IIA, IIB and IIC (“**Pod A 2023 Project**” or “**Project**”). Assignor does hereby certify that all necessary permits have been obtained for the Project.

Subject to the terms of this Assignment (including all of the Exhibits attached here), *Personnel Leasing Agreement* by and between the Assignor and Assignee, *Construction Funding Agreement* between the Assignor and Assignee, and any other agreements between the Assignor and Assignee, all of which are incorporated herein by this reference, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Assignor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit C** hereto are incorporated in and made a part of the Contract. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Contract, as amended and assigned, and **Exhibit C**, the terms and conditions of **Exhibit C** shall prevail.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**SK RYE ROAD LLC**

By: \_\_\_\_\_  
Printed Name: James Harvey  
Title: Authorized Signatory

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairperson

**E.T. MACKENZIE OF FLORIDA, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Authorized Signatory

- Exhibit A** – Developer’s Affidavit and Agreement Regarding Assignment of Contract
- Exhibit B** – Construction Contract with Contractor
- Exhibit C** – Addendum to Contract
- Exhibit D** – Corporate Declaration Regarding Costs Paid
- Exhibit E** – Contractor’s Acknowledgment and Release
- Exhibit F** – Consulting Engineer’s Certificate
- Exhibit G** – District Engineer’s Certificate
- Exhibit H** – Bill of Sale and Limited Assignment

# EXHIBIT A TO ASSIGNMENT OF CONTRACTOR AGREEMENT

## DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACT

### [POD A 2023 PROJECT – CONSTRUCTION SITE WORK]

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of SK Rye Road LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as \_\_\_\_\_ for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Rye Ranch Community Development District ("**District**") to accept an assignment of the Contract defined herein.
- (ii) Contract for construction of public improvements ("**Work**") by and between the Developer and ET Mackenzie of Florida, Inc. ("**Contractor**"), titled *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023 ("**Contract**" and the work described therein for purposes of this Affidavit, the "**Project**") and attached hereto as **Exhibit A-1**, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contract and Work as described on **Exhibit A-2** agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contract.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has furnished and recorded or will furnish and record a performance and payment bond in accordance with Section 255.05, Florida Statutes, forms of which are attached hereto as **Exhibit C**.
- (vi) Developer x represents and warrants that there are no outstanding liens or claims relating to the Contract, especially with respect to amount identified under "Paid to Contractor to Date" identified in Exhibit A-2; copies of applicable pay applications and proof of payment are attached as part of **Exhibit A-2**.
- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contract are current and there are no outstanding disputes under the Contract.
- (viii) Pursuant to the *Acquisition Agreement*, dated October 24, 2023, the District agrees to acquire the portions of Work previously completed under the Contract (amount identified under "Paid to Contractor to Date" identified in Exhibit A-2) by separate Bill of Sale and other supporting documentation, as the District may request in its sole discretion.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[Signatures on next page]

Executed this \_\_\_ day of \_\_\_\_\_, 2023.

**SK RYE ROAD LLC**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

By: \_\_\_\_\_  
Name: James Harvey  
Title: Authorized Signatory

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as Authorized Signatory of SK Rye Road LLC, on its behalf. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT A-1 TO DEVELOPER'S AFFIDAVIT REGARDING ASSIGNMENT:**

*Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023



**EXHIBIT A-2 TO DEVELOPER'S AFFIDAVIT REGARDING ASSIGNMENT:**

**DESCRIPTION OF ASSIGNED WORK AND ACQUISITION COST FOR COMPLETED WORK**

**Completed Work** – the Work identified in certain pay applications and supporting documents as summarized below:

<b>Assigned Contract</b>	<b>Total Contract Amount</b>	<b>Paid to Contractor to Date (Acquisition Cost for Completed Work)</b>	<b>Remaining Contract Amount</b>
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum <ul style="list-style-type: none"><li>• 2B Clearing</li><li>• 2C Heavy Clearing</li><li>• Base Material Increase</li></ul>	\$ 504,049.51 <ul style="list-style-type: none"><li>• \$ 210,000.00</li><li>• \$ 283,760.00</li><li>• \$ 10,289.51</li></ul>	\$140,400.00	\$ 363,649.51
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16

**EXHIBIT B TO DEVELOPER'S AFFIDAVIT REGARDING ASSIGNMENT:**

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
[POD A 2023 PROJECT – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, E.T. Mackenzie of Florida, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023, attached hereto as **Exhibit 1 ("Contract")** between SK Rye Road LLC and Contractor has been assigned to the Rye Ranch Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded a performance and payment bond for the Contract amount in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contract, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contract, and there are no outstanding disputes under the Contract.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_, 2023.

**E.T. MACKENZIE OF FLORIDA, INC.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT 1 TO CONTRACTOR'S ACKNOWLEDGMENT RE ASSIGNMENT**

***Contractor Agreement*** dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023

**EXHIBIT C TO DEVELOPER'S AFFIDAVIT REGARDING ASSIGNMENT**

**FORMS OF PERFORMANCE AND PAYMENT BONDS**

**[Bond Number]**

**PERFORMANCE BOND**

<p><b>Contractor</b></p> <p>Name: <b>[Full formal name of Contractor]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Contractor’s principal place of business]</b></p> <p>Telephone Number: <b>[Telephone Number]</b></p>	<p><b>Surety</b></p> <p>Name: <b>[Full formal name of Surety]</b></p> <p>Address <i>(principal place of business)</i>:  <b>[Address of Surety’s principal place of business]</b></p> <p>Telephone Number: <b>[Telephone Number]</b></p>
<p><b>Owner</b></p> <p>Name: <b>RYE RANCH COMMUNITY DEVELOPMENT DISTRICT</b></p> <p>Mailing address <i>(principal place of business)</i>:  <b>2300 GLADES ROAD, SUITE #410W          BOCA RATON, FLORIDA 33431</b></p> <p>Telephone Number: <b>(561) 571-0010</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK</b></p> <p>Contract Price: <b>[Amount from Contract]</b></p> <p>Effective Date of Contract: <b>[Date from Contract]</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>[Amount (Contract Price)]</b></p> <p>Date of Bond: <b>[Date]</b></p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

Bond Number Assigned by Surety:

**[Bond Number]**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

Bond Number Assigned by Surety:

**[Bond Number]**

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.



Bond Number Assigned by Surety:

**[Bond Number]**

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

**[Bond Number]**

### PAYMENT BOND

<p><b>Contractor</b>  Name: <b>[Full formal name of Contractor]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Contractor’s principal place of business]</b>   Telephone Number: <b>[Telephone Number]</b></p>	<p><b>Surety</b>  Name: <b>[Full formal name of Surety]</b>  Address <i>(principal place of business)</i>:  <b>[Address of Surety’s principal place of business]</b>   Telephone Number: <b>[Telephone Number]</b></p>
<p><b>Owner</b>  Name: <b>RYE RANCH COMMUNITY DEVELOPMENT DISTRICT</b>  Mailing address <i>(principal place of business)</i>:  <b>2300 GLADES ROAD, SUITE 33431  BOCA RATON, FLORIDA 33431</b>   Telephone Number: <b>(531) 571-0010</b></p>	<p><b>Contract</b>  Description <i>(name and location)</i>:  <b>POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK</b>   Contract Price: <b>[Amount, from Contract]</b>  Effective Date of Contract: <b>[Date, from Contract]</b></p>
<p><b>Bond</b>  Bond Amount: <b>[Amount (Contract Price)]</b>  Date of Bond: <b>[Date]</b>  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>  Modifications to this Bond form:  <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

Bond Number Assigned by Surety:

**[Bond Number]**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 16.1. Claimants who do not have a direct contract with the Contractor
    - 116..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 116..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 16.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement.

Bond Number Assigned by Surety:

**[Bond Number]**

If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

**[Bond Number]**

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  - 16.1.4. A brief description of the labor, materials, or equipment furnished;
  - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein**

## **EXHIBIT B TO ASSIGNMENT OF CONTRACTOR AGREEMENT**

**Contractor Agreement dated June 14, 2023, as amended by that certain First Addendum to  
Contract dated October 30, 2023**

## EXHIBIT C TO ASSIGNMENT OF CONTRACTOR AGREEMENT

### ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT") [POD A 2023 PROJECT – CONSTRUCTION SITE WORK]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023 ("**Contract**") between the Rye Ranch Community Development District ("**District**"), SK Rye Road LLC, and E.T Mackenzie of Florida, Inc. ("**Contractor**"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control. NOTE: The District is undertaking a process to merge ("**Merger**") into the Northlake Stewardship District ("**SD**"), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD; all rights and obligations of the District shall be assumed by the SD; and the District shall have no further obligations hereunder.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Manatee County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for the amount equal to the contract balance and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**Exhibit E** of the Contract is hereby amended to additionally include the following insurance:

- A. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance required under the Contract. Subject to industry-

standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

Umbrella Insurance (above the General Liability and Automobile Liability):

a.	General Aggregate	<u>\$5,000,000</u>
b.	Each Occurrence	<u>\$5,000,000</u>

- B. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Pollution Insurance:

a.	General Aggregate	<u>\$2,000,000</u>
b.	Each Occurrence	<u>\$1,000,000</u>

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** Procedures for withholding and releasing retainage payments shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes, as amended and supplemented, which shall be as follows:

Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred-fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under the Contract, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further apply to the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives to the same extent as Contractor. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or the Contract Price, which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents.



The Contractor's indemnification, defense, and hold harmless obligations are intended to be consistent with all provisions of applicable law. To the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed such that the obligations apply in favor of the District and to the maximum limits of the law.

7. **WARRANTIES.** The first sentence of Section 11.8 of the Contract is hereby replaced with the following language: "Contractor warrants that the Work and all Materials incorporated into the Project shall be and remain free from defects or flaws from the date of Owner's acceptance of the Work and for the reasonable, expected life of the completed Project, subject to any limitations required by Applicable Law ("Warranty Period")."

8. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the public work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same

person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**9. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**10. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**11. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Rye Ranch Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a copy to: Kutak Rock LLP  
407 W. College Ave.  
Tallahassee, Florida 32301  
Attn: District Counsel

**12. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**13. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**14. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by

signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. CONFIDENTIALITY.** Given the District's status as a public entity, Section 19 of the Contract does not apply as it relates to the District and on a going forward basis.

**17. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that SK Rye Road LLC shall, without limiting the rights of the District, retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

**18. CHOICE OF LAW, ARBITRATION AND VENUE.** Section 26.12 of the Contract is hereby amended such that venue for any arbitration proceeding shall be in Manatee County, Florida.

**19. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**(Signatures on Next Page)**

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**E.T. MACKENZIE OF FLORIDA, INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairperson

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

**EXHIBIT A**

**SCRUTINIZED COMPANIES STATEMENT**

**[POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK]**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Rye Ranch Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is  
\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "**Prohibited Criteria**"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

**E.T. MACKENZIE OF FLORIDA, INC.**

\_\_\_\_\_  
Signature by authorized representative of Contractor

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

## EXHIBIT B

### [POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK]

#### PUBLIC ENTITY CRIMES STATEMENT

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Rye Ranch Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

- 
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**E.T. MACKENZIE OF FLORIDA, INC.**

Subcontractor: \_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT C**

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**[POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK]**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Contractor: **E.T. MACKENZIE OF FLORIDA, INC.**

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

Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**[POD A 2023 PROJECT AREA – CONSTRUCTION SITE WORK]**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
		\$	\$
<b>Project Total</b>			<b>\$</b>

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Contractor: **E.T. MACKENZIE OF FLORIDA, INC.**

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ S/He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

## EXHIBIT D TO ASSIGNMENT OF CONTRACTOR AGREEMENT

### SK RYE ROAD LLC'S CORPORATE DECLARATION REGARDING COSTS PAID

#### [POD A 2023 PROJECT – CONSTRUCTION SITE WORK]

**SK Rye Road LLC**, a Delaware limited liability company ("**Developer**"), does hereby certify to the Rye Ranch Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the landowner and developer of certain lands within the District.
2. The District's *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes* ("**Pod A 2023 Project**").
3. Developer and E.T. Mackenzie of Florida, Inc. ("**Contractor**") previously entered into the *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023, has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A** ("**Contract**" or "**Work**"). The Work described therein comprises a portion of the Pod A 2023 Project.
4. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, if any retainage amounts are still owed to Contractor, Developer agrees to timely make payment for all such remaining amounts owed, and to ensure that no liens are placed on the property, pursuant to Developer's obligations under the *Construction Funding Agreement* and *Completion Agreement*, entered into by and between the Developer and the District regarding the work identified in **Exhibit A** and any other applicable obligations between the parties.
5. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed portions of the work identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**SK RYE ROAD LLC**

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

Name: James Harvey

Title: Authorized Signatory

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as Authorized Signatory of SK Rye Road LLC, on its behalf. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit A** – Description of Assigned Work and Acquisition Cost for Completed Work

**EXHIBIT A TO CORPORATE DECLARATION REGARDING COSTS PAID**

**DESCRIPTION OF ASSIGNED WORK AND ACQUISITION COST FOR COMPLETED WORK**

**Completed Work** – the Work identified in certain pay applications and supporting documents as summarized below:

<b>Assigned Contract</b>	<b>Total Contract Amount</b>	<b>Paid to Contractor to Date (Acquisition Cost for Completed Work)</b>	<b>Remaining Contract Amount</b>
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum <ul style="list-style-type: none"><li>• 2B Clearing</li><li>• 2C Heavy Clearing</li><li>• Base Material Increase</li></ul>	\$ 504,049.51 <ul style="list-style-type: none"><li>• \$ 210,000.00</li><li>• \$ 283,760.00</li><li>• \$ 10,289.51</li></ul>	\$140,400.00	\$ 363,649.51
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16

# EXHIBIT E TO ASSIGNMENT OF CONTRACTOR AGREEMENT

## CONTRACTOR'S ACKNOWLEDGMENT AND RELEASE

### [POD A 2023 PROJECT – CONSTRUCTION SITE WORK]

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the \_\_\_ day of \_\_\_\_\_, 2023, by **E.T. MACKENZIE OF FLORIDA, INC.**, having offices located at 6212 33rd Street East, Bradenton, Florida 34203 (“Contractor”), in favor of the **Rye Ranch Community Development District**, which is a local unit of special-purpose government situated in Sumter County, Florida, and having offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”).

#### RECITALS

**WHEREAS**, pursuant to that certain *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023 (together, “Contract”), between Contractor and SK Rye Road LLC (“Developer”), Contractor has constructed for Developer certain completed work, as described in **Exhibit A (“Work”)**; and

**WHEREAS**, Developer may in the future convey or has conveyed the Work to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Work; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

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

**SECTION 2. ACQUISITION OF COMPLETED WORK.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Work constructed by Contractor in connection with the Contract and acceptance of assignment of the same, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Work for the same. However, the District’s acquisition of the Work and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance of the Work and the Contract as more particularly described herein.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completed portions of the Work identified in **Exhibit A**, less the retainage, if applicable, that is still due to Contractor. Contractor further certifies (to and for the benefit of the District) that, except as set forth herein, no outstanding requests for payment exist related to the completed portions of the Work identified in identified in **Exhibit A**, less the retainage, if applicable, that is still due to Contractor, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the completed portions of the Work identified in identified in **Exhibit A**, however the retainage on the same is still due to Contractor. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

Subsequent to the issuance of pay applications for the completed portions of the Work identified in **Exhibit A**, the remainder of the Contract was assigned to the District. Notwithstanding anything to the contrary herein, Contractor is owed \$\_\_\_\_\_ (outstanding amounts and retainage, including the retainage due from Work identified in pay applications for the completed portions of the Work identified in **Exhibit A**) related to the Work and understands that such amounts shall be paid by the District (either from available moneys or via funding request to the Developer per various agreements between the District and Developer related to the assignment of the Work) at appropriate times as construction progresses and as funds become available.

[CONTINUED ON NEXT PAGE]



**SECTION 7. EFFECTIVE DATE.** This Release shall take effect upon execution.

**E.T. MACKENZIE OF FLORIDA, INC.**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit A** - Description of Assigned Work and Acquisition of Completed Work to Date

**EXHIBIT A TO CONTRACTOR'S ACKNOWLEDGMENT AND RELEASE**

**DESCRIPTION OF ASSIGNED WORK AND ACQUISITION COST FOR COMPLETED WORK**

**Completed Work** – the Work identified in certain pay applications and supporting documents as summarized below:

<b>Assigned Contract</b>	<b>Total Contract Amount</b>	<b>Paid to Contractor to Date (Acquisition Cost for Completed Work)</b>	<b>Remaining Contract Amount</b>
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum <ul style="list-style-type: none"><li>• 2B Clearing</li><li>• 2C Heavy Clearing</li><li>• Base Material Increase</li></ul>	\$ 504,049.51 <ul style="list-style-type: none"><li>• \$ 210,000.00</li><li>• \$ 283,760.00</li><li>• \$ 10,289.51</li></ul>	\$140,400.00	\$ 363,649.51
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16

**EXHIBIT F TO ASSIGNMENT OF CONTRACTOR AGREEMENT**  
CONSULTING ENGINEER'S CERTIFICATE

Board of Supervisors  
Rye Ranch Community Development District

Re: POD A 2023 PROJECT – Construction Site Work Assignment and Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Atwell, LLC, a Michigan limited liability corporation (“**Consulting Engineer**”), as Consulting Engineer for SK Rye Road LLC, a Delaware limited liability company (“**Developer**”) and Engineer of Record for the project, portions of which have been described in **Exhibit A**, does hereby make the following certifications in connection with the Rye Ranch Community Development District’s (“**District**”) acceptance of assignment of *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023 (together, the “**Contract**”) and related acquisition of certain completed portions of work thereunder (collectively, the “**Work**”) from the Developer, all as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Work is within the scope of and is consistent with (i) the Contract, (ii) the plans and specifications for the applicable portion of the Pod A 2023 Project (defined herein), and (iii) the District’s capital improvement plan as set forth in the District’s *Master Engineer’s Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer’s Report (Pod A 2023 Project)*, dated October 2023 (together, the “**Engineer’s Report**”), which describe the portions of the District’s capital improvements plan known as “Pod A 2023 Project”. The Work specially benefits property within the District as further described in the Engineer’s Report.
3. The completed portions of the Work are or were, as applicable, (a) complete, (b) constructed in sound workmanlike manner and in accordance with industry standards, (c) installed in accordance with their specifications, and, subject to the design specifications, are (d) capable of performing the functions for which they were intended.

4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are no more than the lesser of (i) what was actually paid by the Developer to construct the Work, and (ii) the fair market value of the Work. Further, all contractors, subcontractors, and materialmen that have provided services or materials in connection with the completed portion of the Work have been paid.
5. All known approvals, plans, permits and specifications applicable to the Work and necessary for the acquisition, construction, reconstruction, installation, and/or equipping of the Work and subsequent operation and maintenance of the Work have been approved by all applicable regulatory bodies required to approve such Work or such approval can reasonably be expected to be obtained, and are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. Consulting Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

**ATWELL, LLC**

\_\_\_\_\_  
\_\_\_\_\_, P.E.

\_\_\_\_\_  
Florida Registration No. \_\_\_\_\_  
Consulting Engineer

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, P.E., on behalf of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

**Exhibit A** - Description of Assigned Work and Acquisition of Completed Work to Date

## EXHIBIT A TO CONSULTING ENGINEER'S CERTIFICATE

### DESCRIPTION OF ASSIGNED WORK AND ACQUISITION COST FOR COMPLETED WORK

**Completed Work** – the Work identified in certain pay applications and supporting documents as summarized below:

Assigned Contract	Total Contract Amount	Paid to Contractor to Date (Acquisition Cost for Completed Work)	Remaining Contract Amount
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum <ul style="list-style-type: none"><li>• 2B Clearing</li><li>• 2C Heavy Clearing</li><li>• Base Material Increase</li></ul>	\$ 504,049.51 <ul style="list-style-type: none"><li>• \$ 210,000.00</li><li>• \$ 283,760.00</li><li>• \$ 10,289.51</li></ul>	\$140,400.00	\$ 363,649.51
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16

## EXHIBIT G TO ASSIGNMENT OF CONTRACTOR AGREEMENT

### DISTRICT ENGINEER'S CERTIFICATE

Board of Supervisors  
Rye Ranch Community Development District

Re: POD A 2023 PROJECT – Construction Site Work Assignment and Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of ZNS Engineering, L.C., a Florida limited liability company ("**District Engineer**"), as District Engineer for the Rye Ranch Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acceptance from SK Rye Road LLC, a Delaware limited liability company ("**Developer**"), an assignment of *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023 (together, the "**Contract**") and related acquisition of certain completed portions of work thereunder (collectively, the "**Work**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Work is within the scope of and is consistent with (i) the Contract, (ii) the plans and specifications for the applicable portion of the Pod A 2023 Project (defined herein), and (iii) the District's capital improvement plan as set forth in the District's *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023 (together, the "**Engineer's Report**"), which describe the portions of the District's capital improvements plan known as "Pod A 2023 Project". The Work specially benefits property within the District as further described in the Engineer's Report.
3. To the best of my knowledge, the completed portions of the Work are or were, as applicable, (a) complete, (b) constructed in sound workmanlike manner and in accordance with industry standards, (c) installed in accordance with their specifications, and, subject to the design specifications, are (d) capable of performing the functions for which they were intended.
4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are no more than the lesser of (i) what was actually paid by the Developer

to construct the Work, and (ii) the fair market value of the Work. Further, all contractors, subcontractors, and materialmen that have provided services or materials in connection with the completed portion of the Work have been paid.

5. To the best of my knowledge, all known approvals, plans, permits and specifications applicable to the Work and necessary for the acquisition, construction, reconstruction, installation, and/or equipping of the Work and subsequent operation and maintenance of the Work have been approved by all applicable regulatory bodies required to approve such Work or such approval can reasonably be expected to be obtained, and are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. If applicable, District Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

**ZNS ENGINEERING, L.C.**

\_\_\_\_\_  
\_\_\_\_\_, P.E.  
\_\_\_\_\_  
Florida Registration No. \_\_\_\_\_  
Consulting Engineer

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, P.E., on behalf of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

**Exhibit A - Description of Assigned Work and Acquisition of Completed Work to Date**

**EXHIBIT A TO DISTRICT ENGINEER'S CERTIFICATE**

**DESCRIPTION OF ASSIGNED WORK AND ACQUISITION COST FOR COMPLETED WORK**

**Completed Work** – the Work identified in certain pay applications and supporting documents as summarized below:

<b>Assigned Contract</b>	<b>Total Contract Amount</b>	<b>Paid to Contractor to Date (Acquisition Cost for Completed Work)</b>	<b>Remaining Contract Amount</b>
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum <ul style="list-style-type: none"><li>• 2B Clearing</li><li>• 2C Heavy Clearing</li><li>• Base Material Increase</li></ul>	\$ 504,049.51 <ul style="list-style-type: none"><li>• \$ 210,000.00</li><li>• \$ 283,760.00</li><li>• \$ 10,289.51</li></ul>	\$140,400.00	\$ 363,649.51
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16



# EXHIBIT H TO ASSIGNMENT OF CONTRACTOR AGREEMENT

## BILL OF SALE AND LIMITED ASSIGNMENT

### [POD A 2023 PROJECT – CONSTRUCTION SITE WORK]

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of \_\_\_\_\_, 2023, by **SK Rye Road LLC**, a Delaware limited liability company, whose mailing address for purposes hereof is 105 NE 1st Street, Delray Beach, Florida 33444 (“**Grantor**”), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, to it paid by the **Rye Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the completed improvements identified in **Exhibit A** and associated work product; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien-waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; (iv) all contractors, subcontractors and material men furnishing labor and materials relative to the construction of Property have been paid in full; and (v) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**WHEREFORE**, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

**WITNESSES:**

**SK RYE ROAD LLC**

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

By: \_\_\_\_\_  
Name: James Harvey  
Title: Authorized Signatory

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2023, by James Harvey, as Authorized Signatory of SK Rye Road LLC, on its behalf. S/He  is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_

**Exhibit A – Description of Completed Improvements to Date**

**EXHIBIT A TO BILL OF SALE**

**Completed improvements** – the Work identified in certain pay applications and supporting documents as summarized below:

<b>Assigned Contract</b>	<b>Total Contract Amount</b>	<b>Paid to Contractor to Date (Acquisition Cost for completed improvements under the Assigned Contract)</b>	<b>Remaining Contract Amount</b>
Phase 2A Infrastructure	\$6,765,685.10	\$1,320,696.45	\$5,444,988.65
First Addendum	\$ 504,049.51	\$140,400.00	\$ 363,649.51
<ul style="list-style-type: none"> <li>• 2B Clearing</li> <li>• 2C Heavy Clearing</li> <li>• Base Material Increase</li> </ul>	<ul style="list-style-type: none"> <li>• \$ 210,000.00</li> <li>• \$ 283,760.00</li> <li>• \$ 10,289.51</li> </ul>		
<b>Total</b>	\$7,269,734.61	\$1,461,096.45	\$5,808,638.16

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9B11**

## CONSTRUCTION FUNDING AGREEMENT

### [POD A 2023 PROJECT AREA]

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 and is by and between:

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**SK RYE ROAD LLC**, a Delaware limited liability company, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (together with its permitted successors and assigns, "**Developer**").

### RECITALS

**WHEREAS**, the District was established pursuant to Chapter 190, Florida Statutes, and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner and/or developer of certain parcels of land located within the District known as "**Pod A**" ("**Pod A 2023 Project Area**" and also referred to as "**Project**"); and

**WHEREAS**, the Developer and contractor, E.T. MacKenzie of Florida Inc., previously entered into that certain *Contractor Agreement* dated June 14, 2023, as amended by that certain *First Addendum to Contract* dated October 30, 2023, as summarized in **Exhibit A** (collectively, "**Construction Contract**"), both of which are incorporated herein by this reference as if fully recited herein and summarized in the chart attached hereto as **Exhibit A**; and

**WHEREAS**, the Construction Contract includes improvements that are included within the Pod A 2023 Project Area, which is more fully described in the *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023 (together, the "**Engineer's Report**"), incorporated herein by this reference; and

**WHEREAS**, the Developer has represented that the Construction Contract was publicly and competitively bid, and that the Construction Contract is solely for public infrastructure comprising a portion of the Project, and does not include any private earthwork or other private work; and

**WHEREAS**, at the Developer's request, the District has issued its Pod A 2023 Bonds ("**Bonds**") in order to finance a portion of the Project; and

**WHEREAS**, the Developer has agreed to complete the Project, including providing the funds necessary to fund the completion of the Project; ; and

**WHEREAS**, in consideration of the Developer entering into this Agreement in addition to other considerations, including but not limited to promptly providing funds in order to fund the Construction

Contract and any related engineering work as well as other work related to the Project, the District agrees to enter into this Agreement and accept an assignment of the Construction Contract.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. FUNDING; SECURITY.** The Developer agrees to make available to the District such monies as are necessary to enable the District to fund (“**Advanced Funds**”), and otherwise proceed with, (i) the Construction Contract (as amended from time to time by any change orders), as well as (ii) any design, engineering, and construction administration associated with the Construction Contract. The Developer will make such funds available on a monthly basis, and within ten (10) days of a written request by the District, all of which shall be consistent with the Florida’s Construction Contract Prompt Payment Laws. The funds shall be placed in the District’s depository as determined by the District. The Developer shall also convey to the District at no cost any and all surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (together, “**Work Product**”). (NOTE: The District may in its sole discretion elect to fund the Work Product pursuant to a separate *Acquisition Agreement* with the Developer.)

As part of Developer’s obligations hereunder, in the event the District, in its sole discretion, determines the District may have insufficient funds to fund the cost of the Construction Contract (including any District approved change orders thereto) as well any design, engineering, construction administration and other costs associated with the Construction Contract (the “**Construction Contract Shortfall**”), Developer agrees upon ten (10) days written notice from District to deposit an amount of United States dollars equal to one hundred and ten percent (110%) of the Construction Contract Shortfall (the “**Construction Contract Shortfall Security**”) with the District to secure Developer’s obligation to fund the Construction Contract Shortfall. The District may utilize the Construction Contract Shortfall Security to pay the Construction Contract Shortfall.

**3. DEVELOPER GUARANTEE.** The Developer hereby acknowledges that the Construction Contract is only one component of the larger Project; while the District is agreeing to take an assignment of only the Construction Contract, the Developer acknowledges and agrees that the Developer (and the Developer alone) has an obligation, whether by contract, development order, or otherwise, to complete out the Project. The Developer agrees that the District issued the Bonds that may be used to repay portions of the Advanced Funds related to the Construction Contract and/or pay the Construction Contract, and the Developer acknowledges that such funds are insufficient to complete the construction and/or installation of all of the improvements of the Project. In addition to any obligations of the Developer provided herein, the District and Developer acknowledge that the parties have entered or will enter into a *Completion Agreement* for the Project (“**Completion Agreement**”) providing that the Developer complete the Project and pay any additional funds needed to complete the Project (collectively, “**Unfunded Obligations**”). In addition to the obligations of the Developer pursuant to the Completion Agreement and the terms set forth herein, the Developer hereby agrees that Developer shall, to the extent the District is unable to, fulfill the District’s responsibilities under the Construction Contract (which may include but is not limited to payment for any of District’s approved Change Orders) and shall promptly and timely fund any Unfunded Obligations upon request from the District. Developer further agrees that

in the event the Developer defaults in funding the Unfunded Obligations pursuant to this Agreement, all of the District's obligation under the Construction Contract shall revert back to the Developer and Developer shall be solely responsible for the completion of all obligations thereunder.

**4. ASSIGNMENT OF CONSTRUCTION CONTRACT.** In consideration of the District's assumption of Developer's obligations pursuant to this Agreement, and subject to the satisfaction of the provisions of this Agreement, the District agrees to take an assignment of the Construction Contract on such terms as may be reasonably agreed upon by the District and the Contractor. In the event that the District is unable to reach an agreement with the Contractor, this Agreement shall be null and void and the parties shall have no further obligations hereunder.

**5. REPAYMENT.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to repay portions of the Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any Advanced Funds (which may only be used to fund public infrastructure comprising a portion of the Project), and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service or other assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, including this Agreement, or, further, in the event the District's bond counsel determines that any such payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for any Advanced Funds, and, thus does not make payment to the Developer for any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Project to a general-purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Project components prior to or regardless of any payment being made by the District.

**6. INDEMNIFICATION.** To the fullest extent permitted by law, the Developer shall indemnify, hold harmless, and defend the District and its Supervisors, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent or wrongful act or omission of the Developer, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by the Developer, relating to the Project and/or Construction Contract; and/or (ii) any breach of any warranty, representation, covenant, or agreement made by Developer in this Agreement. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Obligations under this section shall include, but are not limited to, the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, penalties, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interests incurred by the District.

**7. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer, or any nonpayment of debt assessments securing the Bonds by the Developer, shall be a default hereunder.

**8. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

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

**11. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

**13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions



contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**14. ASSIGNMENT.** Subject to the remainder of this paragraph, neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. NOTE: The District is undertaking a process to merge (“**Merger**”) into the Northlake Stewardship District (“**SD**”), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD; all rights and obligations of the District shall be assumed by the SD; and the District shall have no further obligations hereunder.

**15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Manatee County, Florida.

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

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

**18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**SK RYE ROAD, LLC**

By: The Kolter Group LLC  
Its: Manager

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

**Exhibit A:** Construction Contract

**EXHIBIT A – Summary of Construction Agreement and Copies of Construction Agreement**

**E.T. MACKENZIE CONTRACT**

Phase 2A Infrastructure – Mass Grading Contract 6,765,685.10

First Addendum to Mass Grading Contract, adding:

- Phase 2B Clearing 210,000.00
- Phase 2C Heavy Clearing 283,760.00
- Base Material Increase 10,289.51

<b>TOTAL CONTRACT ASSIGNMENT</b>	<b>\$ 7,269,734.61</b>
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**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9BIII**

## PERSONNEL LEASING AGREEMENT

**THIS PERSONNEL LEASING AGREEMENT** (hereinafter referred to as this "**Agreement**") is made and entered into this [ ] day of [ ] 2023 ("**Effective Date**"), by and between **SK Rye Road LLC**, Delaware limited liability company ("**Lessor**") and **Rye Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended, (hereinafter referred to as "**Lessee**" or "**District**"), and joined, acknowledged and agreed to by: **Atwell, LLC**, a Michigan limited liability corporation ("**Leased Personnel**" or "**Project Manager**").

### RECITALS

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

**WHEREAS**, the Lessor is the owner and/or Lessor of certain parcels of land located within what is known as Pod A, Phases 2A, 2B and 2C ("**Pod A 2023 Project**") of the District;

**WHEREAS**, the Lessor has assigned or will assign to the District that certain construction contract with E.T. MacKenzie of Florida, Inc. ("**Construction Contract**") for the construction of a portion of the Pod A 2023 Project, which is a part of the District's overall capital improvement program as more particularly described in *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023 (collectively, the "**Engineer's Report**"); and

**WHEREAS**, at the Lessor's request, and subject to the District's requirements and conditions, the District has issued certain tax-exempt, special assessment revenue bonds ("**Bonds**") in order to finance a portion of the Pod A 2023 Project;

**WHEREAS**, the Lessor has executed or will execute a *Construction Funding Agreement* with the District whereby the Lessor will agree to fund any or all of the fees and costs under the Construction Contract that are not funded by the Bonds, and will execute one or more *Completion Agreement(s)* with the District whereby the Lessor will agree to complete the portions of the Pod A 2023 Project that are not funded by the Bonds;

**WHEREAS**, while the Construction Contract will be overseen by ZNS Engineering, L.C., as the District Engineer, the District additionally desires to engage Atwell, LLC ("**Project Manager**"), Developer's project engineer and engineer of record for Pod A 2023 Project, for purposes of

assisting the District with preparing, reviewing, approving and executing change orders and requisitions in connection with Construction Contract and the Pod A 2023 Project more generally;

**WHEREAS**, the District and Lessor desire to enter into this Agreement for construction project management services and in order to memorialize Project Manager's duties for the Pod A 2023 Project, as more particularly described in **Exhibit A ("Services")** attached hereto, relating to the construction of Pod A 2023 Project;

**WHEREAS**, Lessor agrees to provide Project Manager as a Leased Personnel to render such Services who may work under the direction of District staff, including but not limited to the District Manager, from time-to-time under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

**2. LEASE OF PERSONNEL.** For and in consideration of the compensation described in Paragraph 7 below and other mutual promises and covenants contained herein benefitting all parties to this Agreement, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, Leased Personnel and its key personnel working on the Pod A 2023 Project, who has the qualifications appropriate to assist in providing the Services. The Leased Personnel's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of Leased Personnel; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, as a replacement to provide the Services described herein.

**3. DUTIES.** The Leased Personnel shall work for the benefit of the District and shall be responsible for performing such duties related to Pod A 2023 Project construction administration as directed by the District Manager. The Leased Personnel shall be responsible for assisting the District Engineer and other District staff or Pod A 2023 Project-specific personnel in the management of District's Pod A 2023 Project in an efficient, lawful and satisfactory manner. In addition to the terms provided herein, the composition and functions of the Leased Personnel is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference.

**4. PREPARATION FOR REQUISITION.** The District may in the future and in its sole discretion elect to issue Bonds that may be used to pay a portion of the construction costs related to the Pod A 2023 Project. In the event that the District issues the Bonds and has bond proceeds available to pay for a portion of the Pod A 2023 Project (which may only be used to fund public infrastructure comprising a portion of the Pod A 2023 Project), and subject to the terms of the applicable documents relating to the Bonds including any District requirements, the District must submit requisitions to obtain such bond proceeds. Lessor and Leased Personnel hereby agree

that Lessor and Leased Personnel shall assist Lessee in review and preparation of such requisition(s) by certifying the eligibility of Pod A 2023 Project improvements in substantially the form attached hereto as **Exhibit B**, in full compliance with the provisions of any applicable trust indenture associated with Bonds issued to finance a portion of the Pod A 2023 Project ("**Requisition Duties**"). Project Manager hereby agrees to direct [REDACTED], as the designee ("**Designee**") of Project Manager with Requisition Duties hereunder, to assist the District reviewing, preparing, approving and executing requisitions for payment for the Pod A 2023 Project, when appropriate. Project Manager shall further direct the Designee to cooperate with District staff, including but not limited to the District Counsel and District Manager, in connection with performing the Requisition Duties.

Commented [RMK1]: Atwell/Kolter, please provide

**5. TERM.** The initial term of this Agreement shall be for one (1) year, beginning on Effective Date and ending \_\_\_\_\_, 2024, upon full execution of this Agreement. Thereafter, this Agreement shall automatically renew each year unless terminated by either party or upon completion of the Pod A 2023 Project, whichever is earlier. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

**6. OFFICE SPACE AND SUPPORT SERVICES.** Lessor shall provide the Leased Personnel with such supplies or support as shall be reasonably necessary for the Leased Personnel to render services on behalf of Lessee in accordance with this Agreement.

**7. COMPENSATION.**

**A.** For and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor \$100 per month for the Leased Personnel's time spent assisting District Engineer and other District staff with the management of the District's on-site infrastructure construction projects. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessors employment of the person serving Lessee as the Leased Personnel, if any. In no event shall this Agreement be construed as an employment agreement between the Leased Personnel and Lessee.

**B.** The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

**8. CONTROL OF DISTRICT MANAGER.** All services required to be rendered by the Leased Personnel hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

**9. RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Leased Personnel shall be an employee, agent, representative and/or independent contractor of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Leased Personnel, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Leased Personnel, if any.

**10. PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

**11. JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

**12. FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

**13. NOTICES.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Lessor:** SK Rye Road LLC  
14025 Riveredge Drive, Suite 175  
Tampa, Florida 33637  
Attn: \_\_\_\_\_

**B. If to District:** Rye Ranch Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager



**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn.: Jere Earlywine

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**14. INDEMNIFICATION.** Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Lessor, Leased Personnel, and members, officers, employees, or agents of each.

**15. SOVEREIGN IMMUNITY.** Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, or as provided in other law.

**16. INSURANCE.** Lessor shall, at its own expense, maintain insurance during the performance of the Leased Personnel's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice.

Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

**17. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**18. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

**19. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**20. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**21. PUBLIC RECORDS.** Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**22. WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

**23. SEVERABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or

enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**24. SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

**25. CAPTIONS.** The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

**26. ENTIRE AGREEMENT; BINDING EFFECT.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

**27. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes (when executed) shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties hereto. Execution and delivery of this Agreement by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Attest:

**RYE RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

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

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

Attest:

**SK RYE ROAD LLC**  
a Delaware limited liability company

By: The Kolter Group LLC  
Its: Manager

\_\_\_\_\_  
Witness

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

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

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

Title: \_\_\_\_\_

Pursuant to, and in accordance with this Agreement, Project Manager hereby acknowledges that the Project Manager has received and reviewed a complete copy of such Agreement and agrees that upon execution of this Joinder, Project Manager shall become a party to Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this Agreement as a party thereto.

**JOINED AND ACKNOWLEDGED BY:**

Attest:

**ATWELL, LLC**  
A Michigan limited liability corporation

\_\_\_\_\_  
Witness

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

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

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

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

The duties, obligations, and responsibilities of the Leased Personnel are to assist the District Engineer and District staff, as necessary, in the provision of services in connection with construction of the improvements for Pod A 2023 Project ("Project") more particularly described below (collectively, the "Services"):

1. Attend Project preconstruction meetings with District and contractor ("Contractor") for the Project.
2. Coordination of District Board approved contractors performing various work items associated with the Project.
3. Coordination and attendance of periodic Project construction meetings.
4. Assistance with procurement, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, construction of facilities, landscape and irrigation, and hardscape installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer and District staff, as applicable, in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer's or Architect's responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, District Engineer, and permitting agencies.
10. Assist District Engineer and District staff, as applicable, in the preparation, review and submittal of District's requisitions for reimbursement of Project costs paid for by the District, if any.
11. Perform such other tasks as may be determined necessary by the District in furtherance of the Project.

The Leased Personnel shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Leased Personnel's professional and related services performed under this Agreement shall be the care and skill ordinarily used by Leased Personnel providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

**EXHIBIT B**

**CERTIFICATE FOR REQUISITION**

**CERTIFICATE OF CONSULTING ENGINEER  
RELATING TO POD A PROJECT AREA**

\_\_\_\_\_, 2023

Board of Supervisors  
Rye Ranch Community Development District

Re: Rye Ranch Community Development District (Manatee County, Florida)  
**Requisition No. \_\_\_** - Pod A 2023 Acquisition and Construction Account

Board of Supervisors:

The undersigned, a representative of Atwell, LLC, a Michigan limited liability corporation ("**Consulting Engineer**"), as Consulting Engineer for the Rye Ranch Community Development District ("**District**"), hereby makes the following certifications in connection with Requisition No. \_\_\_ for Pod A 2023 Project Area ("**Requisition**") pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of September 1, 2023 as supplemented by that certain Second Supplemental Trust Indenture dated as of November 1, 2023 (collectively, the "**Indenture**") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture). The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to Requisition, including but not limited to, the forms of agreement, plans, as-builts, applicable permits, schedules, invoices, and other documents relating to the work performed by E.T. MacKenzie of Florida, Inc. for which the District is preparing for a submittal of Requisition ("**Supporting Documents**"), attached hereto as **Composite Exhibit 1**.
2. The work completed to date as reflected in the Requisition are within the scope of and is consistent with (i) the Contract, (ii) the plans and specifications for the applicable portion of the Pod A 2023 Project (defined herein), and (iii) the District's capital improvement plan as set forth in the District's *Master Engineer's Report – Pod A Project*, dated November 2, 2022, as supplemented by the *First Supplemental Engineer's Report (Pod A 2023 Project)*, dated October 2023 (together, the "**Engineer's Report**"), which describe the portions of the District's capital improvements plan known as "Pod A 2023 Project". The Work specially benefits property within the District as further described in the Engineer's Report.
3. The work completed to date as reflected in the Requisition have been completed in compliance with the applicable permit requirements and in substantial accordance with the approvals, permitted plans, designs and specifications, are free from obstruction, and are functional for their intended purpose, and are consistent with the applicable Supporting Documents, including but not limited to the construction contract.

4. The costs for work completed to date as reflected in the Requisition have been validly incurred by the District, as further described in the Supporting Documents, is a proper charge against Pod A 2023 Acquisition and Construction Account, and such costs have been incurred in connection with the Costs of the Pod A 2023 Project. Such costs are no more than the lesser of (i) what was actually paid by the Developer to construct the Work, and (ii) the fair market value of the Work. Further, all contractors, subcontractors, and materialmen that have provided services or materials in connection with the completed portion of the Work have been paid.
5. All known plans, permits and specifications necessary for the future operation and maintenance of the improvements completed up to date, as further described in the Engineer's Report, are complete and on file with the District, and have been transferred to the District for future operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time to submit Requisition.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO CERTIFICATE FOR REQUISITION - 1 OF 2]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**ATWELL, LLC**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public



[SIGNATURE PAGE TO CERTIFICATE FOR REQUISITION - 2 OF 2]

Pursuant to, and in accordance with the *Personnel Leasing Agreement*, by and between the Rye Ranch Community Development District and SK Rye Road, LLC ("Developer"), Developer hereby acknowledges that the Developer has received and reviewed a complete copy of Requisition No. \_\_\_ and its supporting documents including the Certificate for Requisition to be submitted by Atwell, LLC, and agrees that upon execution of this Joinder, Developer shall become a party to the Certificate for Requisition and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Certificate for Requisition as a party thereto.

**SK RYE ROAD LLC**  
a Delaware limited liability company

Attest:

By: The Kolter Group LLC  
Its: Manager  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, for and on behalf of said entity. She/He  is personally known to me or  produced \_\_\_\_\_ as identification.

NOTARY STAMP:

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Printed Name of Notary Public

**Composite Exhibit 1** Requisition Supporting Documents

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9BIV**

This instrument was prepared by:

Kutak Rock LLP  
407 W. College Ave.  
Tallahassee, Florida 32301

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**TEMPORARY CONSTRUCTION EASEMENT**

**[POD A 2023 PROJECT]**

**THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”)** is made and entered into to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023 and by and between:

**SK Rye Road LLC**, a Delaware limited liability company, an owner and developer of certain lands within the boundary of the District, and whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (together with its successors and assigns, **“Developer”** or **“Grantor”**); and

**Rye Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“District”** or **“Grantee”**).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

**WHEREAS**, the Grantor is the owner in fee simple of certain real property located within the boundaries of the District known as Pod A, Phases II A, B and C (**“Pod A 2023 Project”**) including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Easement Area”**); and

**WHEREAS**, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain Pod A 2023 Project infrastructure improvements (**“Improvements”**) set forth in the Grantee’s improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **EASEMENT; AUTOMATIC TERMINATION.** The Grantor hereby grants to Grantee an easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, operation, maintenance, repair and/or replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate immediately upon the time at which any of the lands within the Easement Area are either: (1) platted as residential lots, or (2) conveyed to the District or another governmental entity, provided however that such termination in (1) or (2) shall only apply with respect to such platted residential lots or conveyed lands.

3. **DAMAGE.** In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives intentionally or with gross negligence cause damage, to the Easement Area in the exercise of the easement rights granted herein, Grantee agrees to pursue restoration of the same and the improvements so damaged.

4. **INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

6. **LIENS.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

7. **EXERCISE OF RIGHTS.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as

contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

8. **DEFAULT.** A default by the Grantor or Grantee under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

9. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. **NOTICES.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

11. **THIRD PARTIES.** This Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Grantor shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

12. **ASSIGNMENT.** Subject to the provisions of this paragraph, neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party, and any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable. NOTE: The District is undertaking a process to merge ("**Merger**") into the Northlake Stewardship District ("**SD**"), which is a local unit of special-purpose government established pursuant to Chapter 2022-248, *Laws of Florida*. Upon completion of the Merger, and without any further action of the parties, the District as used herein shall refer to the SD; all rights and obligations of the District shall be assumed by the SD; and the District shall have no further obligations hereunder.

13. **CONTROLLING LAW; VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to exclusive venue

in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

14. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

16. **BINDING EFFECT.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

17. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

18. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

19. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

20. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date first written above.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

**[CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Grantor and Grantee caused this *Temporary Construction Easement* to be executed, to be effective as of the day and year first written above.

**WITNESS**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, **Chairperson**, of **RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[SIGNATURE PAGE FOR TEMPORARY CONSTRUCTION EASEMENT]

**WITNESS**

**SK RYE ROAD LLC**

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

By: The Kolter Group LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **The Kolter Group LLC, as Manager of SK Rye Road LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Exhibit A – Legal Description**



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Legal Description of Pod A**  
**(Rye Ranch CDD)**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34"

AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

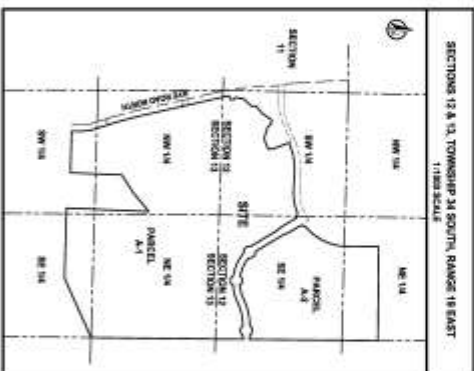
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT

BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

DESCRIPTION

SECTION 12 & 13, TOWNSHIP 24 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA

BOUNDARY SURVEY  
OF  
A PARCEL OF LAND BEING A PORTION  
OF  
SECTIONS 12 & 13, TOWNSHIP 24 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA



SECTION 12 & 13, TOWNSHIP 24 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA

SECTION 12 & 13, TOWNSHIP 24 SOUTH, RANGE 19 EAST  
MANATEE COUNTY, FLORIDA

MANATEE COUNTY, FLORIDA



Table with 2 columns: Description, Quantity. Includes items like '1/4\"/>

**ZNS ENGINEERING**  
Land Surveying Engineering Surveying Inspection  
1100 1st Street, Suite 100, Manatee County, FL 34755  
Phone: 888-222-7272

NOTES

- 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THE TITLE SHEET.
- 3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR NAMED ON THE TITLE SHEET.
- 4. THE SURVEY WAS CONDUCTED USING THE METHODS AND EQUIPMENT LISTED ON THE TITLE SHEET.
- 5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.
- 10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 403, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

LEGEND





**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rye Ranch Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District Board of Supervisors (the "**Board**"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "**Improvements**"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "**Construction Contracts**"); and

**WHEREAS**, the Construction Contracts allow, or may be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

**SECTION 1.** The District Engineer is hereby appointed by the Board (the “Purchasing Agent”) to have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project. The work authorization attached hereto as **Exhibit A** is hereby approved and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District’s Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 5.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 6.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

**SECTION 7.** The actions of current and prior members of the Board and District staff in effectuating the District’s direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District’s Chairman, Vice Chair in the Chairman’s absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

**SECTION 8.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.



**SECTION 9.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of November, 2023.

**ATTEST:**

**RYE RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Work Authorization  
**Composite Exhibit B:** Procurement Procedures

**EXHIBIT A**

**Work Authorization**

\_\_\_\_\_, 2023

Board of Supervisors  
Rye Ranch Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Subject: **Work Authorization Number** \_\_\_\_  
**Rye Ranch Community Development District**

Dear Chairman, Board of Supervisors:

\_\_\_\_\_ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Rye Ranch Community Development District (the "District"). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2023 (the "Engineering Agreement") as follows:

**I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

**II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

**III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

\_\_\_\_\_  
Authorized Representative of District

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

## COMPOSITE EXHIBIT B

### PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Rye Ranch Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
  
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
  
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five (5%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating

purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_
2. Manufacturer or brand, model or specification number of the item.  
\_\_\_\_\_  
\_\_\_\_\_
3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_
4. The price quoted by the supplier for the construction materials identified above.  
\$ \_\_\_\_\_
5. The sales tax associated with the price quote. \$ \_\_\_\_\_
6. Shipping and handling insurance cost. \$ \_\_\_\_\_
7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Rye Ranch Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

Attachment 2

**PURCHASE ORDER**

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED \_\_\_\_\_, 20\_\_.**
2. Rye Ranch Community Development District State of Florida sales tax exemption certificate number: \_\_\_\_\_

Rye Ranch Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

**OWNER: Rye Ranch Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**Attachments:** Purchase Requisition Request Form Dated \_\_\_\_\_, 20\_\_



Attachment 3

**CERTIFICATE OF ENTITLEMENT**

The undersigned authorized representative of Rye Ranch Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

***You must initial each of the following requirements.***

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

[CONTINUED ON NEXT PAGE]

\_\_\_\_\_  
Signature of Authorized Representative  
of Governmental Entity

\_\_\_\_\_  
Title

Government Entity Name: Rye Ranch Community Development District

Date: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

# **RYE RANCH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

## RESOLUTION 2024-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RYE RANCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF POD A 2023 ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rye Ranch Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, certain infrastructure improvements, facilities, and services to the lands within the District; and

**WHEREAS**, the District is located in Manatee County, Florida ("**County**"); and

**WHEREAS**, on September 22, 2023, the District issued its \$6,150,000 Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One) ("**Pod B 2023 Bonds**") to finance certain infrastructure improvements; and

**WHEREAS**, on or about November 14, 2023, the District shall issue its \$8,825,000 Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod A 2023 Project Area) ("**Pod A 2023 Bonds**") to finance certain infrastructure improvements, which Pod A 2023 Bonds has an initial debt service payment of November 1, 2024; and

**WHEREAS**, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, and Resolutions 2022-25, 2023-24, and 2024-05, the District previously levied Pod A 2023 Assessments securing the Pod A 2023 Bonds on certain lands within the District ("**Pod A 2023 Assessments**"); and

**WHEREAS**, for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), the Board of Supervisors ("**Board**") of the District previously adopted its budget ("**Adopted Budget**") pursuant to Resolution 2023-18; and

**WHEREAS**, the District previously funded the Adopted Budget pursuant to a funding agreement for the Fiscal Year 2023/2024 operations and maintenance expenses and certifying for collection the Fiscal Year 2023/2024 installment of debt service assessments securing the Pod B 2023 Bonds; and

**WHEREAS**, upon the issuance of the Pod A 2023 Bonds, the District intends to certify for collection the annual installment of the previously levied Pod A 2023 Assessments for Fiscal Year 2023/2024; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached hereto as **Exhibit A**, and to directly collect the Pod A 2023

Assessments relating to the property listed on the Assessment Roll (“**Direct Collect Property**”), all as set forth in **Exhibit A**; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Direct Bill Assessments.** The previously levied Pod A 2023 Assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A**. Pod A 2023 Assessments directly collected by the District are due in full on or before April 1, 2024; provided, however, that, to the extent permitted by law, the Pod A 2023 Assessments due may be paid in several partial, deferred payments according to the following schedule: 50% due no later than March 15, 2023, and 50% due no later than September 15, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 3. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit A**, is hereby certified for collection. The proceeds therefrom shall be paid to the District.

**SECTION 4. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 5. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 9th day of November 2023.

ATTEST:

**RYE RANCH COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Assessment Roll (Direct Collect) – Pod A 2023 Assessments

**Exhibit A:**  
Assessment Roll (Direct Collect)  
Pod A 2023 Assessments

Pod A 2023 Assessments in the annual amount of estimated amount of \$675,691.26 are certified for collection uniformly against the area described below:

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A

DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE



OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY; THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING 561.02 ACRES, MORE OR LESS.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13A**



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
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 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
86953	478373	Print Legal Ad-IPL01436410 - IPL0143641		\$69.03	1	58 L

**Attention:** DAPHNE GILLYARD

Rye Ranch CDD  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)

**RYE RANCH COMMUNITY  
 DEVELOPMENT DISTRICT  
 REQUEST FOR PROPOSALS  
 FOR ANNUAL AUDIT SERVICES**

The Rye Ranch Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Rye Ranch Community Development District." Proposals must be received by 12:00 p.m., on October 24, 2023 at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager  
 IPL0143641  
 Oct 16 2023

### THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

1 insertion(s) published on:

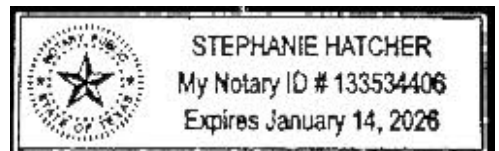
10/16/23

### THE STATE OF FLORIDA COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she 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 16th day of October in the year of 2023

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13B**

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Rye Ranch Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Rye Ranch Community Development District." Proposals must be received by 12:00 p.m., on October 24, 2023 at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

## **RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

### **REQUEST FOR PROPOSALS**

#### **District Auditing Services for Fiscal Year 2023**

Manatee County, Florida

#### **INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than October 25, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Rye Ranch Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13C1**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL FOR AUDIT SERVICES**

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**PROPOSED BY:**

Berger, Toombs, Elam, Gaines & Frank  
CERTIFIED PUBLIC ACCOUNTANTS, PL

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600 Citrus Avenue, Suite 200  
Fort Pierce, Florida 34950

(772) 461-6120

**CONTACT PERSON:**

J. W. Gaines, CPA, Director

**DATE OF PROPOSAL:**

October 24, 2023

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

October 24, 2023

Rye Ranch Community Development District  
District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Rye Ranch Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Rye Ranch Community Development District. We will provide you with top quality, responsive service.

## **Experience**

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -  
Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA

Rye Ranch Community Development District  
October 24, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Rye Ranch Community Development District.

Very truly yours,

*Berger Toombs Elam  
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

## **PROFILE OF THE PROPOSER**

### **Description and History of Audit Firm**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

## Professional Staff Resources

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

**Staff Accountant** – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

**Senior Accountant** – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

**Managers** – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

**Principal** – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

**Partner/Director** – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.



## **Professional Staff Resources (Continued)**

**Independence** – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Rye Ranch Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

### **Ability to Furnish the Required Services**

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

## **ADDITIONAL SERVICES PROVIDED**

### **Arbitrage Rebate Services**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

## **GOVERNMENTAL AUDITING EXPERIENCE**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

## **Continuing Professional Education**

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

### **Quality Control Program**

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

### **Certificate of Achievement for Excellence in Financial Reporting (CAFR)**

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### References

Terracina Community Development  
District  
Jeff Walker, Special District Services  
(561) 630-4922

Gateway Community Development  
District  
Stephen Bloom, Severn Trent Management  
(954) 753-5841

The Reserve Community Development District  
  
Darrin Mossing, Governmental Management  
Services LLC  
(407) 841-5524

Clearwater Cay Community Development  
District  
Cal Teague, Premier District Management  
  
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

### Community Development Districts

Aberdeen Community Development  
District

Beacon Lakes Community  
Development District

Alta Lakes Community Development  
District

Beaumont Community Development  
District

Amelia Concourse Community  
Development District

Bella Collina Community Development  
District

Amelia Walk Community  
Development District

Bonnet Creek Community  
Development District

Aqua One Community Development  
District

Buckeye Park Community  
Development District

Arborwood Community Development  
District

Candler Hills East Community  
Development District

Arlington Ridge Community  
Development District

Cedar Hammock Community  
Development District

Bartram Springs Community  
Development District

Central Lake Community  
Development District

Baytree Community Development  
District

Channing Park Community  
Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District



## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

**GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

Triple Creek Community  
Development District

Vizcaya in Kendall  
Development District

TSR Community Development  
District

Waterset North Community  
Development District

Turnbull Creek Community  
Development District

Westside Community Development  
District

Twin Creeks North Community  
Development District

WildBlue Community Development  
District

Urban Orlando Community  
Development District

Willow Creek Community  
Development District

Verano #2 Community  
Development District

Willow Hammock Community  
Development District

Viera East Community  
Development District

Winston Trails Community  
Development District

VillaMar Community  
Development District

Zephyr Ridge Community  
Development District

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

### Current or Recent Single Audits.

St. Lucie County, Florida  
Early Learning Coalition, Inc.  
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

### Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River  
Martin  
Okeechobee  
Palm Beach

### Municipalities

City of Port St. Lucie  
City of Vero Beach  
Town of Orchid

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Special Districts

Bannon Lakes Community Development District  
Boggy Creek Community Development District  
Capron Trail Community Development District  
Celebration Pointe Community Development District  
Coquina Water Control District  
Diamond Hill Community Development District  
Dovera Community Development District  
Durbin Crossing Community Development District  
Golden Lakes Community Development District  
Lakewood Ranch Community Development District  
Martin Soil and Water Conservation District  
Meadow Pointe III Community Development District  
Myrtle Creek Community Development District  
St. Lucie County – Fort Pierce Fire District  
The Crossings at Fleming Island  
St. Lucie West Services District  
Indian River County Mosquito Control District  
St. John's Water Control District  
Westchase and Westchase East Community Development Districts  
Pier Park Community Development District  
Verandahs Community Development District  
Magnolia Park Community Development District

### Schools and Colleges

Federal Student Aid Programs – Indian River Community College  
Indian River Community College  
Okeechobee County District School Board  
St. Lucie County District School Board

### State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)  
Florida School for Boys at Okeechobee  
Indian River Community College Crime Laboratory  
Indian River Correctional Institution

## **FEE SCHEDULE**

We propose the fee for our audit services described below to be \$3,200 for the year ended September 30, 2023. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2023, the additional fee for each bond issuance is \$4,500. The fee is contingent upon the financial records and accounting systems of Rye Ranch Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

## **SCOPE OF WORK TO BE PERFORMED**

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Rye Ranch Community Development District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **J. W. Gaines, CPA, CITP**

Director – 44 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

#### **Professional Experience**

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**J. W. Gaines, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  - Governmental Accounting Report and Audit Update
  - Analytical Procedures, FICPA
  - Annual Update for Accountants and Auditors
  - Single Audit Sampling and Other Considerations

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP**

Director – 36 years experience

#### **Education**

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

#### **Professional Experience**

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19<sup>th</sup> Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

**David S. McGuire, CPA, CITP (Continued)**

Director

#### **Continuing Professional Education**

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Matthew Gonano, CPA**

Director – 13 years total experience

#### **Education**

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

#### **Professional Affiliations/Community Service**

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

#### **Professional Experience**

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

#### **Continuing Professional Education**

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA**

Accounting and Audit Manager – 33 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

#### **Professional Experience**

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

##### **Counties:**

St. Lucie County

##### **Municipalities:**

City of Fort Pierce

City of Stuart

# ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
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**David F. Haughton, CPA (Continued)**  
Accounting and Audit Manager

**Professional Experience (Continued)**

**Special Districts:**

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler’s Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

**Non-Profits:**

- The Dunbar Center, Inc.
- Hibiscus Children’s Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General’s Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

**Continuing Professional Education**

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Paul Daly**

Staff Accountant – 11 years

#### **Education**

- ◆ Florida Atlantic University, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Melissa Marlin, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Bryan Snyder**

Staff Accountant – 8 years

#### **Education**

- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

#### **Continuing Professional Education**

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Maritza Stonebraker, CPA**

Senior Accountant – 7 years

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

#### **Continuing Professional Education**

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jonathan Herman, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

#### **Professional Experience**

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Sean Stanton, CPA**

Staff Accountant – 5 years

#### **Education**

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

#### **Continuing Professional Education**

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
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**Tifanee Terrell**

Staff Accountant – 3 years

**Education**

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

**Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Dylan Dixon**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Brennen Moore**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Jordan Wood**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Katie Gifford**

Staff Accountant

#### **Education**

- ◆ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Rayna Zicari**

Staff Accountant

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.





6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

### Report on the Firm's System of Quality Control

To the Partners of November 30, 2022  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

*Bodine Perry*

Bodine Perry

(BERGER\_REPORT22)



**FOX BRANCH RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Fox Branch Ranch Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is Located in the City of Winter Haven, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Manager**") in an envelope marked on the outside "Auditing Services, Fox Branch Ranch Community Development District." Proposals must be received by 12:00 p.m., on August 18, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2023**  
Manatee County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than October 25, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Rye Ranch Community Development District" on the face of it. Please include pricing for each additional bond issuance.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13CII**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

**RYE RANCH**

**Community Development District**

Proposal Due: October 24, 2023  
12:00PM

**Submitted to:**

Rye Ranch  
Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

October 24, 2023

Rye Ranch Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Rye Ranch Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



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Antonio J. Grau

# Firm Qualifications



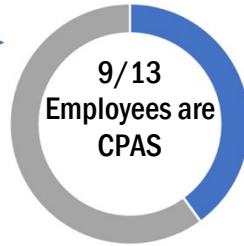
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Grau's Focus and Experience

## Our Team



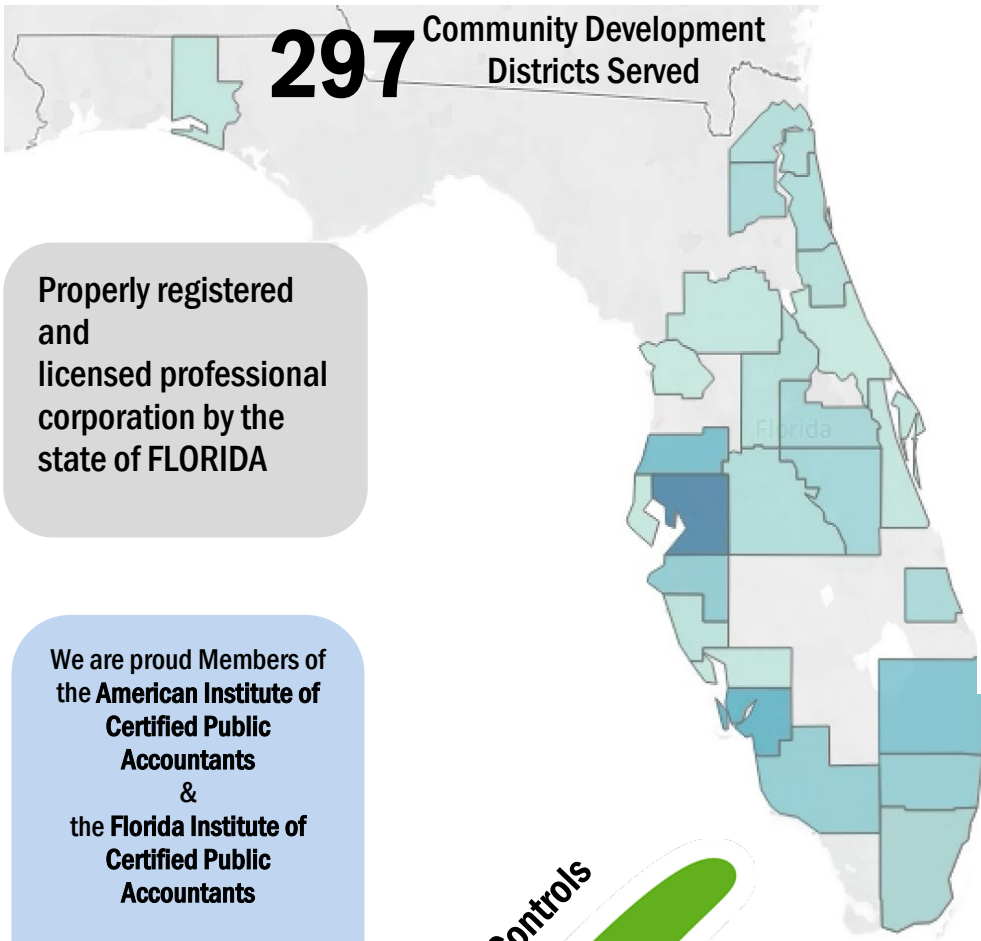
**3** Partners  
**10** Professional Staff  
**2** Administrative Professionals



# 2005

Year founded

## Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

**Quality Controls**

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

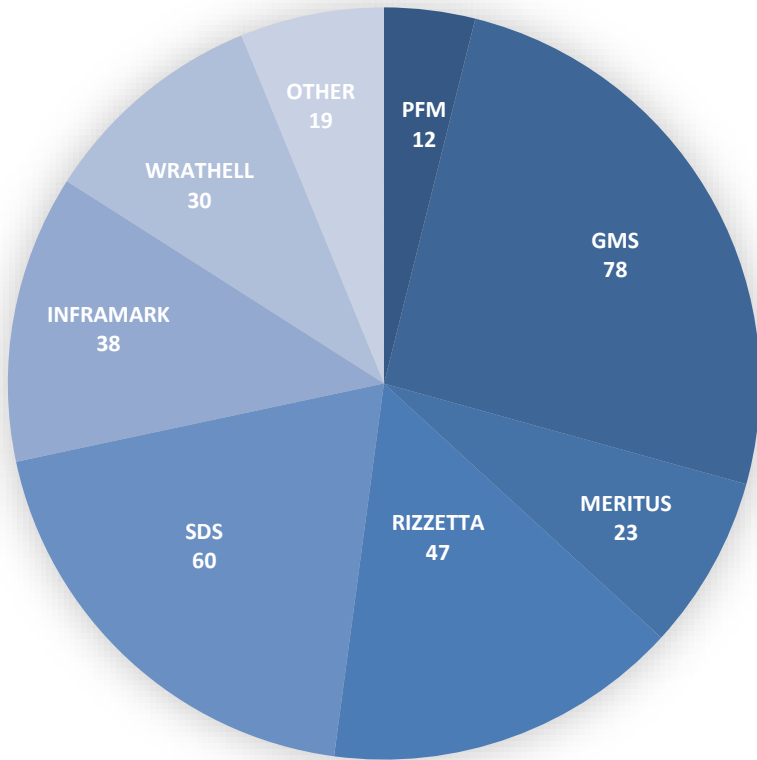
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | [www.ficpa.org](http://www.ficpa.org)

# Firm & Staff Experience



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### *Profile Briefs:*

**Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+  
CPE (last 2 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 53 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

**David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+  
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

David Caplivski

# YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.





# Antonio 'Tony' J. Grau, CPA Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

## Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

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## Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

## Clients Served (partial list)

(>300) Various Special Districts, including:

- |  |  |
|--|--|
| Bayside Improvement Community Development District   | St. Lucie West Services District                 |
| Dunes Community Development District                 | Ave Maria Stewardship Community District         |
| Fishhawk Community Development District (I, II, IV)  | Rivers Edge II Community Development District    |
| Grand Bay at Doral Community Development District    | Bartram Park Community Development District      |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
|  |  |
| Boca Raton Airport Authority                         |  |
| Greater Naples Fire Rescue District                  |  |
| Key Largo Wastewater Treatment District              |  |
| Lake Worth Drainage District                         |  |
| South Indian River Water Control                     |  |

## Professional Associations/Memberships

American Institute of Certified Public Accountants    Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants    Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

## Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	93 (includes of 4 hours of Ethics CPE)



**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education (over the last two years)**

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

*Member, American Institute of Certified Public Accountants*  
*Member, Florida Institute of Certified Public Accountants*  
*Member, Florida Government Finance Officers Association*  
*Member, Florida Association of Special Districts*

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

## Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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## Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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## Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



### **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

#### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.



## Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.



# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<b>Year Ended September 30,</b>	<b>Fee</b>
2023	\$3,800
2024	\$3,900
2025	\$4,000
2026	\$4,100
2027	<u>\$4,200</u>
<b>TOTAL (2023-2027)</b>	<b><u>\$20,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

# Supplemental Information



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## PARTIAL LIST OF CLIENTS

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>332</b>	<b>5</b>	<b>3</b>	<b>327</b>	

# **ADDITIONAL SERVICES**

## **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

## **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73** Current  
Arbitrage  
Calculations

**We look forward to providing Rye Ranch Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13D**

# RYE RANCH COMMUNITY DEVELOPMENT DISTRICT

## AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
<b>PROPOSER</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>20 POINTS</b>	<b>100 POINTS</b>
<b>Berger, Toombs, Elam, Gaines &amp; Frank</b>						
<b>Grau &amp; Associates</b>						

NOTES:

Completed by: \_\_\_\_\_

Board Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Printed Name of Board Member

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**



**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2023**

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund (POD A)	Debt Service Fund (POD B)	Capital Projects Fund (POD A)	Capital Projects Fund (POD B)	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 9,470	\$ -	\$ -	\$ -	\$ -	\$ 9,470
Investments						
Reserve	-	-	445,900	-	-	445,900
Construction	-	-	-	-	5,344,990	5,344,990
Cost of issuance	-	-	9,075	-	-	9,075
Undeposited funds	610	-	-	-	-	610
Due from Rye Ranch, LLC.	6,302	-	1,179	-	-	7,481
Due from Kolter	6,313	-	-	715	-	7,028
Due from general fund	-	2,000	610	-	-	2,610
Prepaid expense	5,200	-	-	-	-	5,200
Total assets	<u>\$ 27,895</u>	<u>\$ 2,000</u>	<u>\$456,764</u>	<u>\$ 715</u>	<u>\$5,344,990</u>	<u>\$ 5,832,364</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable	\$ 14,062	\$ 2,000	\$ 1,789	\$ 715	\$ -	\$ 18,566
Due to Rye Ranch, LLC.	-	-	13,634	-	1,133	14,767
Due to Kolter	24	20,749	-	11,383	-	32,156
Due to debt service fund - POD A	2,000	-	-	-	-	2,000
Due to debt service fund - POD B	610	-	-	-	-	610
Landowner advance - Rye Ranch, LLC.	6,000	-	-	-	-	6,000
Total liabilities	<u>22,696</u>	<u>22,749</u>	<u>15,423</u>	<u>12,098</u>	<u>1,133</u>	<u>74,099</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred revenue	12,615	-	-	-	-	12,615
Total deferred inflows of resources	<u>12,615</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,615</u>
Fund balances:						
Restricted						
Debt service	-	(20,749)	441,341	-	-	420,592
Capital projects	-	-	-	(11,383)	5,343,857	5,332,474
Unassigned	(7,416)	-	-	-	-	(7,416)
Total fund balances	<u>(7,416)</u>	<u>(20,749)</u>	<u>441,341</u>	<u>(11,383)</u>	<u>5,343,857</u>	<u>5,745,650</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 27,895</u>	<u>\$ 2,000</u>	<u>\$456,764</u>	<u>\$ 715</u>	<u>\$5,344,990</u>	<u>\$ 5,832,364</u>

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution - Pod A	\$ -	\$ 28,085	\$ 57,282	49%
Landowner contribution - Pod B	6,501	15,884	18,413	86%
Landowner contribution - Pod C	-	13,553	26,595	51%
Total revenues	<u>6,501</u>	<u>57,522</u>	<u>102,290</u>	56%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	2,000	24,000	48,000	50%
Legal	3,495	22,418	25,000	90%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee***	-	-	5,500	0%
Telephone	17	200	200	100%
Postage	-	14	500	3%
Printing & binding	42	500	500	100%
Legal advertising	388	1,498	6,500	23%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,942</u>	<u>55,695</u>	<u>102,290</u>	54%
Excess/(deficiency) of revenues over/(under) expenditures	559	1,827	-	
Fund balances - beginning	<u>(7,975)</u>	<u>(9,243)</u>	-	
Fund balances - ending	<u>\$ (7,416)</u>	<u>\$ (7,416)</u>	<u>\$ -</u>	

\*This expense will be realized the year after the issuance of bonds.

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND (POD A)  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	<u>-</u>	<u>17,090</u>
Total expenditures	<u>-</u>	<u>17,090</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	  (17,090)
 Fund balances - beginning	 <u>(20,749)</u>	 <u>(3,659)</u>
Fund balances - ending	<u>\$ (20,749)</u>	<u>\$ (20,749)</u>

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND (POD B)  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Cost of issuance	178,670	191,694
Underwriters discount	123,000	123,000
Total debt service	<u>301,670</u>	<u>314,694</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (301,670)	 (314,694)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	805,010	805,010
Original issue discount	(48,975)	(48,975)
Total other financing sources	<u>756,035</u>	<u>756,035</u>
 Net change in fund balances	 454,365	 441,341
 Fund balances - beginning	 (13,024)	 -
Fund balances - ending	<u><u>\$ 441,341</u></u>	<u><u>\$ 441,341</u></u>

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND (POD A)  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Construction costs	<u>715</u>	<u>11,383</u>
Total expenditures	<u>715</u>	<u>11,383</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (715)	 (11,383)
 Fund balances - beginning	 (10,668)	 -
Fund balances - ending	<u><u>\$ (11,383)</u></u>	<u><u>\$ (11,383)</u></u>

**RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND (POD B)  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
Construction costs	-	1,133
Total expenditures	<u>-</u>	<u>1,133</u>
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Receipt of bond proceeds	5,344,990	5,344,990
Total other financing sources/(uses)	<u>5,344,990</u>	<u>5,344,990</u>
 Net increase/(decrease), fund balance	5,344,990	5,343,857
Beginning fund balance	(1,133)	-
Ending fund balance	<u><u>\$ 5,343,857</u></u>	<u><u>\$ 5,343,857</u></u>

**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**



**DRAFT**

**MINUTES OF MEETING  
RYE RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Rye Ranch Community Development District held a Special Meeting on October 11, 2023 at 5:00 p.m., at 6102 162nd Avenue E, Parrish, Florida 34219.

**Present at the meeting were:**

Stephen (Steve) Cerven	Chair
A. John Falkner	Vice Chair
Scott Falkner	Assistant Secretary
Roy Cohn (via telephone)	Assistant Secretary

**Also present were:**

Cindy Cerbone	District Manager
Sarah Sandy (via telephone)	District Counsel
Jennifer Taylor	Bond Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 5:00 p.m.

Supervisors Steve Cerven, A. John Falkner and Scott Falkner were present. Supervisor Cohn was not present at roll call. Supervisor Jeff Cerven was absent.

**On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in favor, amending the agenda to address a request for conveyance of stormwater ponds, was approved.**

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

38 **THIRD ORDER OF BUSINESS**

**Consideration of SK Rye Road LLC Request  
for Bond Authorization**

39  
40

41 Mr. Steve Cerven presented the SK Rye Road LLC Request for Bond Authorization.

42

43 **On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in**  
44 **favor, the SK Rye Road LLC Request for Bond Authorization, was accepted.**

45

46

47 **FOURTH ORDER OF BUSINESS**

**Presentation of First Supplemental  
Engineer’s Report (Pod A 2023 Project)**

48  
49

50 Mr. Steve Cerven presented the First Supplemental Engineer’s Report for the Pod A  
51 2023 Project dated May 2023, which is very consistent with the last one presented by the  
52 District Engineer.

53 Ms. Sandy stated Page 2 of the Report indicates that the estimated cost for the Pod A  
54 2023 Project is \$32,510,000.

55 This Report will be approved in substantial form, as part of Resolution 2024-01.

56

57 **FIFTH ORDER OF BUSINESS**

**Presentation of Pod A 2023 Project  
Preliminary First Supplemental Special  
Assessment Methodology Report**

58  
59

60 Ms. Cerbone presented the Pod A 2023 Project First Supplemental Special Assessment  
61 Methodology Report dated October 5, 2023. This Report will be approved in substantial form,  
62 as part of Resolution 2024-01. Ms. Cerbone noted the following:

- 63 ➤ The Estimated Cost for the Pod A 2023 Project is \$32,510,000.
- 64 ➤ The total estimated principal amount of \$8,600,000 of bonds will finance a portion of  
65 the Pod A 2023 Project costs in the total amount estimated at \$6,971,700, and the rest of the  
66 costs will be funded by the Developer, SK Rye Road LLC.
- 67 ➤ No Series 2023 Bond Assessments are allocated to any private amenities or common  
68 areas planned for the development. If owned by an HOA, the amenities and common areas  
69 would be considered a common element for the exclusive benefit of property owners.
- 70

71

72 **SIXTH ORDER OF BUSINESS**

73 **Consideration of Resolution 2024-01,**  
 74 **Authorizing the Issuance of and Awarding**  
 75 **the Sale of Its Not To Exceed \$11,000,000**  
 76 **Aggregate Principal Amount of Rye Ranch**  
 77 **Community Development District Special**  
 78 **Assessment Bonds, Series 2023 (Pod A**  
 79 **2023 Project Area), for the Purpose of**  
 80 **Financing the Construction and/or**  
 81 **Acquisition of the Pod A 2023 Project;**  
 82 **Determining the Need for a Negotiated**  
 83 **Sale of Such Bonds; Delegating to the**  
 84 **Chairman or Vice Chairman of the Board of**  
 85 **Supervisors of the District, Subject to**  
 86 **Compliance with the Applicable Provisions**  
 87 **Hereof, The Authority to Award the Sale of**  
 88 **Such Bonds to FMSbonds, Inc. by Executing**  
 89 **and Delivering a Contract of Purchase;**  
 90 **Approving the Form of and Authorizing the**  
 91 **Execution Of a Supplemental Trust**  
 92 **Indenture; Making Certain Findings;**  
 93 **Approving Forms Of Said Bonds; Approving**  
 94 **the Form of the Preliminary Limited**  
 95 **Offering Memorandum and Authorizing**  
 96 **the Use of the Preliminary Limited Offering**  
 97 **Memorandum and Limited Offering**  
 98 **Memorandum and the Execution Thereof;**  
 99 **Approving the Form of and Authorizing**  
 100 **Execution of the Continuing Disclosure**  
 101 **Agreement; Authorizing Certain Officials of**  
 102 **the District and Others to Take All Actions**  
 103 **Required in Connection with the Issuance,**  
 104 **Sale and Delivery of Said Bonds; Providing**  
 105 **Certain Other Details with Respect to Said**  
 106 **Bonds; and Providing an Effective Date**

107 Ms. Taylor presented Resolution 2024-01, the Delegation Resolution for the Pod A 2023  
 108 Project bonds, and explained its purpose and what it accomplishes, along with the  
 109 accompanying documents and attachments to the Resolution. Some documents are in draft  
 110 form and require incorporation of additional information from the latest drafts of the  
 111 Engineer’s and Methodology Reports. The documents and reports attached to the resolution  
 112 are in substantial form and updated versions of various documents are anticipated. The

113 resolution delegates authority to the Chair, or Vice Chair in his place, to sign off on any  
114 additional changes to the documents, and authorizes District staff to help facilitate the District's  
115 issuance of the bonds within certain parameters set in the resolution.

116 Mr. Steve Cerven stated he anticipates the CDD will accept assignment of certain Pod A  
117 construction contracts, once sufficient funds from the bonds exist to cover those contracts; if  
118 contract amounts exceed the amount in the Construction Fund, the Completion Agreement will  
119 apply.

120

121 **On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in**  
122 **favor, Resolution 2024-01, Authorizing the Issuance of and Awarding the Sale**  
123 **of Its Not To Exceed \$11,000,000 Aggregate Principal Amount of Rye Ranch**  
124 **Community Development District Special Assessment Bonds, Series 2023 (Pod**  
125 **A 2023 Project Area), for the Purpose of Financing the Construction and/or**  
126 **Acquisition of the Pod A 2023 Project; Determining the Need for a Negotiated**  
127 **Sale of Such Bonds; Delegating to the Chairman or Vice Chairman of the Board**  
128 **of Supervisors of the District, Subject to Compliance with the Applicable**  
129 **Provisions Hereof, The Authority to Award the Sale of Such Bonds to**  
130 **FMSbonds, Inc. by Executing and Delivering a Contract of Purchase; Approving**  
131 **the Form of and Authorizing the Execution Of a Supplemental Trust Indenture;**  
132 **Making Certain Findings; Approving Forms Of Said Bonds; Approving the Form**  
133 **of the Preliminary Limited Offering Memorandum and Authorizing the Use of**  
134 **the Preliminary Limited Offering Memorandum and Limited Offering**  
135 **Memorandum and the Execution Thereof; Approving the Form of and**  
136 **Authorizing Execution of the Continuing Disclosure Agreement; Authorizing**  
137 **Certain Officials of the District and Others to Take All Actions Required in**  
138 **Connection with the Issuance, Sale and Delivery of Said Bonds; Providing**  
139 **Certain Other Details with Respect to Said Bonds; and Providing an Effective**  
140 **Date, was adopted.**

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143 **SEVENTH ORDER OF BUSINESS**

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**Consideration of Resolution 2024-02, Ratifying, Confirming, and Approving the Sale of the Rye Ranch Community Development District Special Assessment Bonds, Series 2023 (Pod B – Assessment Area One); Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff**

152 Regarding the Sale and Closing of the Rye  
 153 Ranch Community Development District  
 154 Special Assessment Bonds, Series 2023  
 155 (Pod B – Assessment Area One); and  
 156 Determining Such Actions as Being in  
 157 Accordance with the Authorization  
 158 Granted by the Board; Providing a  
 159 Severability Clause; and Providing an  
 160 Effective Date  
 161

162 **On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in**  
 163 **favor, Resolution 2024-02, Ratifying, Confirming, and Approving the Sale of the**  
 164 **Rye Ranch Community Development District Special Assessment Bonds, Series**  
 165 **2023 (Pod B – Assessment Area One); Ratifying, Confirming and Approving the**  
 166 **Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant**  
 167 **Secretaries, and All District Staff Regarding the Sale and Closing of the Rye**  
 168 **Ranch Community Development District Special Assessment Bonds, Series 2023**  
 169 **(Pod B – Assessment Area One); and Determining Such Actions as Being in**  
 170 **Accordance with the Authorization Granted by the Board; Providing a**  
 171 **Severability Clause; and Providing an Effective Date, was adopted.**

172  
 173  
 174 Discussion ensued regarding scheduling the Pod A pre-close meeting.  
 175 The consensus was to meet on Thursday November 9, 2023 at 5:00 p.m.  
 176 Regarding meetings for Northlake Stewardship District and Aviary CDD, Mr. Steve  
 177 Cerven stated all three meetings should be scheduled for November 9, 2023.

178  
 179 **EIGHTH ORDER OF BUSINESS** **Consideration of Disclosures of Public**  
 180 **Finance**

- 181 Ms. Sandy presented the following:  
 182  
 183 **A. Master Disclosure of Public Finance**  
 184 **B. First Supplemental Disclosure of Public Finance (Pod B - Assessment Area One)**

185  
 186 **On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in**  
 187 **favor, the Master Disclosure of Public Finance, and the First Supplemental**  
 188 **Disclosure of Public Finance for Pod B - Assessment Area One, were approved.**

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▪ **Request for Conveyance of Stormwater Ponds**

**This item was an addition to the agenda.**

Mr. Steve Cerven presented the Notice to SK RYE ROAD, LLC requesting conveyance of three stormwater ponds in Pod A that were always intended to be owned fee simple by the CDD. The ponds would be conveyed to the CDD within ten business days at no cost to the District.

**On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in favor, the Acquisition of the Stormwater Pods as described in the Request for Conveyance of Stormwater Ponds, was approved.**

**NINTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: ZNS Engineering, L.C.**
- C. District Manager: Wrathell, Hunt and Associates, LLC**
  - NEXT MEETING DATE: October 18, 2023 at 5:00 PM**
    - QUORUM CHECK**

The October 18, 2023 meeting was canceled. The next meeting will be November 9, 2023.

Ms. Cerbone noted that while Northlake CDD advertised a Request for Proposals (RFP) for Annual Audit Services, Rye Ranch CDD did not due to the anticipated merger.

The consensus was to advertise the RFP for Annual Audit Services, in the hopes that responses will be received in time for inclusion on the November agenda.

**On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in favor, authorizing Staff to advertise an RFP for Annual Audit Services and Designating the Board as the Audit Selection Committee, was approved.**

**TENTH ORDER OF BUSINESS**

**Public Comments**

224 No members of the public spoke.

225

226 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

227

228 Mr. Cohn apologized for missing the beginning of the meeting; he joined the meeting  
229 earlier, via telephone.

230

231 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

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**On MOTION by Mr. Steve Cerven and seconded by Mr. Scott Falkner, with all in favor, the meeting adjourned at 5:39 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair



**RYE RANCH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**RYE RANCH COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE**

**LOCATION**

*6102 162nd Avenue E, Parrish, Florida 34219*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
October 11, 2023	Special Meeting	5:00 PM
October 18, 2023 <b>CANCELED</b>	Regular Meeting	5:00 PM*
November 9, 2023	Regular Meeting	5:00 PM*
November 15, 2023	Regular Meeting	5:00 PM*
December 20, 2023	Regular Meeting	5:00 PM*
January 17, 2024	Regular Meeting	5:00 PM*
February 21, 2024	Regular Meeting	5:00 PM*
March 20, 2024	Regular Meeting	5:00 PM*
April 17, 2024	Regular Meeting	5:00 PM*
May 15, 2024	Regular Meeting	5:00 PM*
June 19, 2024**	Regular Meeting	5:00 PM*
July 17, 2024	Regular Meeting	5:00 PM*
August 21, 2024	Regular Meeting	5:00 PM*
September 18, 2024	Regular Meeting	5:00 PM*

*\*Meetings will occur at 5:00 PM, or immediately following the adjournment of Aviary at Rutland Ranch Community Development District meetings*

**\*\*Exception/Note**

*June 19, 2024 is Juneteenth holiday*