SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

February 15, 2024

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Solaeris 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

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

February 8, 2024

Board of Supervisors
Solaeris Community Development District

Dear Board Members:

The Board of Supervisors of the Solaeris Community Development District will hold a Regular Meeting on February 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Acceptance of Resignation of John Csapo, Seat 5; *Term Expires November 2026*

4. Consider Appointment of William Fife to Fill Unexpired Term of Seat 5
   - Administration of Oath of Office

5. Consideration of Resolution 2024-05, Appointing and Removing Officers of the District and Providing for an Effective Date

6. Presentation of Master Engineer's Report

7. Presentation of Master Special Assessment Methodology Report

8. Consideration of Resolution 2024-01, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

9. Consideration of Resolution 2024-02, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid by Assessments, and the Manner and Timing in Which the Assessments are to be Paid; Designating the Lands Upon Which the Assessments Shall be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date

10. Consideration of Resolution 2024-03, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the County Commission of St. Lucie County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date

    A. Consideration of Boundary Amendment Funding Agreement

11. Consideration of Amended and Restated CDD Development Agreement

12. Consideration of Resolution 2024-04, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date

13. Acceptance of Unaudited Financial Statements as of December 31, 2023

14. Approval of August 17, 2023 Public Hearing and Regular Meeting Minutes

15. Staff Reports

    A. District Counsel: *Kutak Rock LLP*

       - Update: Required Ethics Training and Form 1 Disclosure Filing

    B. District Engineer (Interim): *Thomas Engineering Group, LLC*

    C. District Manager: *Wrathell, Hunt and Associates, LLC*

       - NEXT MEETING DATE: March 21, 2024 at 11:15 AM

         - QUORUM CHECK

SEAT 1	SCOTT MORTON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MICHAEL CAPUTO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN FRYE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JON SEIFEL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

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

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-05

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

WHEREAS, the Solaeris 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 SOLAERIS COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are appointed as Officer(s) of the District effective February 15, 2024:

____________________________ 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 February 15, 2024:

John Csapo	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

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 15TH DAY OF FEBRUARY, 2024.

ATTEST:

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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THOMAS ENGINEERING GROUP

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

MASTER ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

BRANDON ULMER, PE

THOMAS ENGINEERING GROUP LLC

840 SE Osceola Street

Stuart, FL 34994

February 2024

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("**CIP**"), and estimated costs of the CIP, for the Solaeris Community Development District ("**District**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within St. Lucie County, Florida, and covers approximately 2,174.320 acres of land, more or less. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. The District is presently in the process of amending its boundaries to include an additional, approximately 1,060.468 acres of land ("**Boundary Amendment Parcel**"), for a total of approximately 3,234.788 acres of land within the District. This report assumes that the boundary amendment will be completed.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The District was created to provide "master" improvements necessary to complete the Solaeris Community – specifically a 2.71-mile master spine road complete with stormwater, utility and hardscape/landscape improvements, as well as roadway and utility improvements to certain offsite roads. As such, the CIP includes all such master improvements described herein. A diagram showing the overall project is shown in **Exhibit A.**

The CIP also includes "neighborhood" improvements for individual development pods. The neighborhood improvements may be provided by separate community development districts, which are anticipated to be established within the boundaries of the District. Alternatively, and at the request of individual landowners, the District itself may elect to undertake the financing, construction, acquisition, operation, maintenance, repair and replacement of neighborhood improvements. For this reason, neighborhood improvements are also included within the CIP.

The following chart shows the planned product types for the District:

Product Type	Existing District	Boundary Amendment Parcel	TOTAL Units
Residential Lots (including SF, TH, and MF)	3,450 SF 630 TH 550MF	2,400 SF N/A TH N/A MF	7,030
Commercial Acreage	TBD	N/A	TBD

The public infrastructure for the project is as follows:

<u>Internal Spine Road</u>

The CIP includes a 2.71-mile spine road, including the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage. Additionally, the District will construct and/or acquire stormwater, utilities, hardscape, landscape, irrigation and other improvements associated with the spine road. The spine road will be built in accordance with County standards and will be owned and maintained by the District. Utilities within the right-of-way will be turned over to the County for ownership and operation.

Stormwater Management System:

The CIP also includes certain master stormwater improvements. The stormwater collection and outfall system will be comprised of a combination of open lakes, pipes and structures designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the applicable Water Management District and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of transporting any fill to private lots.

Off-Site Improvements

Offsite improvements include roadway and utilities improvements in connection with Rangeline Road, Crosstown Parkway and Glades Cut Off Road. All such costs include the roadways and utilities infrastructure, as well as any traffic signals, hardscaping/landscaping/irrigation, lighting and professional services associated with the roadways and utilities.

Utility Connection Fees

The District also anticipates financing utility connection fees and impact fees necessary for the development of lands within the District. Any resulting credits, if any, from the payment of connection fees and/or impact fees, and/or funding any of the offsite roadway improvements, will be the subject of a separate agreement between the applicable developer and the District.

Neighborhood Improvements

In addition to the master improvements identified herein, the CIP also includes neighborhood improvements that are necessary for the development of individual pods. Such improvements may include roadways, stormwater and conservation systems, water/wastewater/reclaim utilities, hardscape/landscape/irrigation improvements, undergrounding of conduit and soft costs.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: While the District may initially finance impact fee creditable offsite roadway and utilities improvements, the District will enter into an agreement with the developer whereby the District will receive the proceeds from any impact fee credits and use the credits to buy non-impact fee creditable improvements. In doing so, and as a practical matter, the District will effectively only pay for non-impact fee creditable improvements, and homeowners will only pay debt assessments for the portion of the CIP that is non-impact fee creditable.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Project	St Lucie County	FDEP NOI	SFWMD	County Water & Sewer
Master PUD Conceptual	POD 2023-201	N/A	App#221031-36441	In Planning
Internal Spine Road	In Planning	Contractor to Obtain	In Planning	In Planning
Crosstown Road (4-lane expansion)	P22-020 & 169	Contractor to Obtain	220314-33546	City 5000-27
Rangeline Road (4-lane expansion from Crosstown to Glades)	In Planning			
Glades/Rangeline Intersection (signalized intersection)	In Planning			
Rangeline Road (2-lane expansion, north of Glades intersection)	In Planning			
Internal Spine Road Phase 1 (4-lane road to Pod 3)	In Planning			
Internal Spine Road Phase 2 (4-lane from Pod 4, southwest to Glades Road)	In Planning			
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)	In Planning			
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)	In Planning			
Assessment Area One Neighborhood Improvements				
Assessment Area Two Neighborhood Improvements				

5. OPINION OF PROBABLE CONSTRUCTION COSTS / O&M RESPONSIBILITIES

The table set forth in **Exhibit B** shows the Cost Estimate for the CIP. It is our professional opinion that the costs set forth in **Exhibit A** are reasonable and consistent with market pricing. Water and Sewer Impact Fees are included in **Exhibit A.**

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP 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 to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, 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 CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the lands within the District (and the Boundary Amendment Parcel, when amended into the CDD) will receive a special and peculiar benefit from the CIP in the amount of at least the applicable portions of the costs of the CIP (as set forth in the tables herein) because, without the CIP, these lands could not be developed into residential, mixed use and other uses.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP 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 CIP, 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 CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, 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 residential units in the District, 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.

____

Brandon Ulmer, P.E.
FL License No. 68345

Exhibit A: Overall Development Plan (includes CDD and future lands)

Parcel/Pod	Units	Acreage	Parcel Availability
1 SFD	545	305	Dec-23
2 SFD	835	273	Dec-23
3 SFD - Golf	1,200	661	Dec-23
4A SFD	875	280	Dec-24
4B SFD	453	163	Dec-24
5 SFD	592	295	Dec-23
6A SFD	808	293	Dec-24
6B Townhomes	190	38.5	Dec-24
7 SFD	335	128	Dec-24
8 Multi-family	300	20	Dec-25
9 Townhomes	250	32	Dec-25
10 Townhomes/Casitas	250	35	Dec-25
11 Multi-family	300	30	Dec-23
12 Townhomes	220	28	Dec-25
Commercial 1	24	19	Dec-23
Commercial 2		8	Dec-25

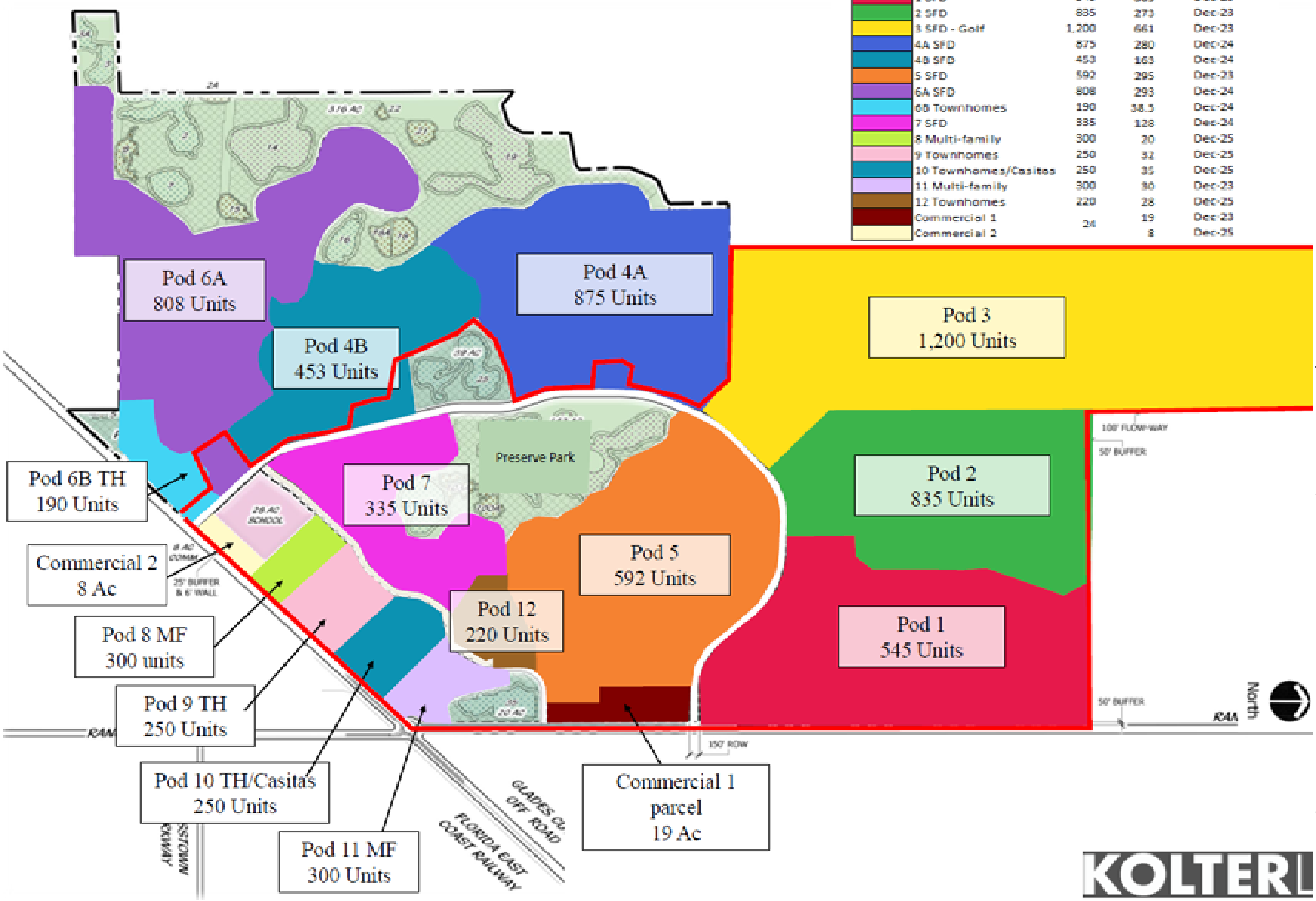

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Exhibit B – Solaeris Cost Estimate

ESTIMATED COST OF MASTER IMPROVEMENTS					
Internal Spine Road (cost per mile) NOTE: No impact fee credits available.		**Existing District**	**Boundary Amendment Parcel**	**TOTAL COSTS**	**Ownership & Maintenance**
Traffic Maintenance, Clearing, Mobilization, Stormwater Pollution Prevention	per mile	$1,153,812	$598,088	$1,751,900	CDD
Cut/Fill	per mile	$790,327	$409,673	$1,200,000	CDD
Stormwater Management System	per mile	$1,310,626	$679,374	$1,990,000	CDD
Pavement	per mile	$1,094,297	$567,238	$1,661,535	CDD/COUNTY
Water & Wastewater System	per mile	$652,020	$337,980	$990,000	COUNTY
Undergrounding of Conduit	per mile	$65,861	$34,139	$100,000	CDD
Hardscaping, Landscape, Irrigation	per mile	$658,606	$341,394	$1,000,000	CDD
Professional Services	per mile	$98,791	$51,209	$150,000	CDD
Contingency	per mile	$582,434	$301,910	$884,344	As above
TOTAL/Mile	per mile	$6,406,773	$3,321,006	$9,727,779	
TOTAL INTERNAL SPINE ROAD (2.71 MILES)	2.71 MILES	$17,362,356	$8,999,925	$26,362,281	
Land Acquisition ROW/Buffer 82Ac x $75K/ac	82 acres	$4,099,822	$2,125,178	$6,225,000(d)	CDD
TOTAL INTERNAL SPINE ROAD	**2.71 MILES**	$21,462,178	$11,125,103	**$32,587,281**	
Master Stormwater Improvements NOTE: No impact fee credits available.		**Existing District**	**Boundary Amendment Parcel**	**TOTAL COSTS**	**Ownership & Maintenance**
Stormwater Management System (Outfall Ditches)	Per Mile	$82,326	$42,674	$125,000	CDD
TOTAL STORMWATER SITE IMPROVEMENTS 3.91 mile	Per Mile	$321,894	$166,856	$488,750	CDD
Land Acquisition 47 ac x 75K/acre Outfall Ditches	47 acres	$2,321,586	$1,203,414	$3,525,000(d)	CDD
Land Acquisition Wetlands WA10,14,19,25 See attached exhibit (140.27 Wetland/302.06 Upland) 4K/ac Wetland – 75K/ac Upland		$15,289,920	$7,925,660	$23,215,580(d)	CDD
TOTAL STORMWATER SITE IMPROVEMENTS		$17,933,399	$9,295,931	**$27,229,330**	**CDD**
Offsite Roadway Improvements NOTE: All Offsite Roadway Improvements are eligible for impact fee credits.		**Existing District**	**Boundary Amendment Parcel**	**TOTAL COSTS**	**Ownership & Maintenance**
Crosstown Parkway (4 Lane Expansion)		$7,244,666	$3,755,334	11,000,000	CDD
Rangeline Road (4-lane expansion from Crosstown to Glades)		$5,598,151	$2,901,849	8,500,000	CDD
Glades/Rangeline Intersection (signalized intersection)		$2,963,727	$1,536,273	4,500,000	CDD
Rangeline Road (2-lane expansion, north of Glades intersection)		$4,873,684	$2,526,316	7,400,000	CDD
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)		$6,388,478	$3,311,522	9,700,000	CDD
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)		$9,549,787	$4,950,213	14,500,000	CDD
Contingency 10%		$3,661,849	$1,898,151	$5,560,000	**CDD**
TOTAL COSTS OF OFFSITE IMPROVEMENTS (Impact Fee Creditable Amount = $61,160,000)		$40,280,341	$20,879,659	**$61,160,000**	**CDD**

Impact Fees / Utility Connection Fees		Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Impact Fees / Utility Connection Fees (500 units)		$2,545,926	$1,319,703	**$3,865,629**	**CDD**
ESTIMATED COST OF NEIGHBORHOOD IMPROVEMENTS					
Neighborhood Improvements	**Per Unit Amount**	**Existing District**	**Boundary Amendment Parcel**	**TOTAL COSTS**	**Ownership & Maintenance**
Neighborhood Roadways, Stormwater, Conservation, Water/ Wastewater/ Reclaim Utilities, Hardscape/ Landscape/ Irrigation, Undergrounding of Conduit & Soft Costs	$50,000	$231,500,000	$120,000,000	$351,500,000	CDD
TOTAL MASTER COST		**$82,221,845**	**$42,620,395**	**$124,842,240**	**CDD**
TOTAL MASTER WITH NEIGHBORHOOD		**$313,721,845**	**$162,620,395**	**$476,342,240**	

a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
b. The 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 CIP.
c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
d. The District will pay the lesser of the developer's cost basis in the property or the appraised value of such property.
e. Cost estimates include costs for improvements necessary for existing District and boundary amendment parcels.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

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SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment
Methodology Report

February 15, 2024

Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

Table of Contents

1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Solaeris Community Development District (the “District”), located entirely within St. Lucie County, Florida, as related to funding the costs of public infrastructure improvements (the “CIP”) contemplated to be provided by the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan (the “CIP) described in the Engineer’s Report developed by Thomas Engineering, LLC (the “District Engineer”) and dated February 2024 (the “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 the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

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

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District will serve the Solaeris development, a master planned residential development located entirely within St. Lucie County, Florida. The land within the District currently consists of approximately 2,174.32 +/- acres and is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. Please note that as of the time of this writing, the District is pursuing a future boundary amendment to add approximately 1,060.468 +/- acres into the District's boundaries for a total of 3,234.788 +/- gross acres. This boundary amendment is anticipated to add 2,400 additional Single-Family residential units into the District's boundaries. This report includes the additional 2,400 additional Single-Family residential units as part of the overall project mix, but additional assessment proceedings will need to be completed, and an amended and restated master assessment methodology report will need to be prepared after the boundary amendment has been completed.

2.2 The Development Program

The development of Solaeris is anticipated to be conducted by Oak Ridge Ranches, LLC or an affiliated entity (the "Developer"). Based upon the most recent information provided by the Developer and the District Engineer, the current development plan for the District after its boundaries have been expanded envisions 5,850 Single-Family residential units, 630 Townhomes, 550 Multifamily units, and a yet to be determined number of acres of Commercial uses developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The CIP

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 CIP

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of master improvements such as; internal spine road improvements, stormwater site improvements, offsite roadway improvements, and impact fees/ utility connection fees, as well as neighborhood improvements, the costs of which, after the District's boundaries have been expanded, along with contingencies and professional services, were estimated by the District Engineer at $476,342,240.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

Tables 2A, 2B, and 2C in the *Appendix* illustrate the specific components of the CIP in greater detail.

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 District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately $661,205,000 in par amount of special assessment bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of $661,205,000 to finance approximately $476,342,240 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $661,205,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan for the District after its boundaries have been expanded envisions the development of 5,850 Single-Family residential units, 630 Townhomes, 550 Multifamily units, and a yet to be determined number of acres of Commercial uses developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land 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 cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit 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 District based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units, such as townhomes, will use and benefit from the District's improvements less than larger units, such as single-family units, as for instance, generally and on average smaller units or units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the CIP. 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 the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District’s CIP (the “Bond Assessments”) in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No 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 common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer by way of a mandatory true-up payment without any further action of the District.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 2,174.32 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $435,473.563.30 will be preliminarily levied on approximately 2,174.32 +/- gross acres at a rate of $200,280.35 per acre.

As the land is platted, the 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 Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Please note that currently the Commercial acreage has yet to be determined and as such will not be initially allocated Bond Assessments. All Bond Assessments will initially be allocated to the Single-Family residential units, Townhomes, and Multifamily units until the Commercial acreage is defined at a later time. Once defined, the Commercial acreage will be assigned Bond Assessments according to the ERU factors outlined in Table 4 in the *Appendix*.

Transferred Property. In the event unplatted land is sold to a third party (the "Transferred Property"), the Bond Assessments will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs (as herein defined) 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 Report. The owner of the Transferred Property will be responsible for the total Bond Assessments applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted. This total Bond Assessment is allocated to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total 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 gross 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, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue 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 include, but are not limited to:

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

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, 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 from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the 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 District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different unit types.

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 4 in the Appendix ("Development Plan"). At such time as lands are to be platted (or re-platted) 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 results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's improvement lien book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands 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 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the 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 Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, 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 development, b) the revised, overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, 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, 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 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 provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated 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 Bond Assessments of $435,473,563.30 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in no more than thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This Report is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

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 CIP. 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 transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the bond structure and related items, please refer to the Offering Statement associated with this 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

Solaeris

Community Development District

Development Plan

Product Type	Existing Boundary Units	Boundary Amendment Units	Total Number of Units after Boundary Amendment
Single-Family	3,450	2,400	5,850
Townhomes	630	-	630
Multifamily	550	-	550
Total	**4,630**	**2,400**	**7,030**

Product Type	Existing Boundary Units	Boundary Amendment Units	Total Number of Units after Boundary Amendment
Commercial (gross acres)	TBD	-	TBD
Total			**TBD**

Table 2A

Solaeris

Community Development District

Project Costs - Master Improvements

Improvement	Existing Boundary Costs	Boundary Amendment Costs	Total Costs After Boundary Amendment
Internal Spine Road (cost per mile)			
Traffic Maintenance, Clearing, Mobilization, Stormwater Pollution Prevention	1,153,812	598,088	1,751,900
Cut/ Fill	790,327	409,673	1,200,000
Stormwater Management System	1,310,626	679,374	1,990,000
Pavement	1,094,297	567,238	1,661,535
Water & Wastewater System	652,020	337,980	990,000
Undergrounding of Conduit	65,861	34,139	100,000
Hardscaping, Landscape, Irrigation	658,606	341,394	1,000,000
Professional Services	98,791	51,209	150,000
Contingency	582,434	301,910	884,344
Total / Mile	6,406,773	3,321,006	9,727,779
Total Internal Spine Road (2.71 Miles)	17,362,356	8,999,925	26,362,281
Land Acquisition ROW/ Buffer	4,099,822	2,125,178	6,225,000
TOTAL INTERNAL SPINE ROAD	**$21,462,178.00**	**$11,125,103.00**	**$32,587,281.00**
Stormwater Site Improvements			
Stormwater Management System	82,326	42,674	125,000
Total Stormwater Site Improvements (3.91 Miles)	321,894	166,856	488,750
Land Acquisition	2,321,586	1,203,414	3,525,000
Land Acquisition (Wetlands)	15,289,920	7,925,660	23,215,580
TOTAL STORMWATER SITE IMPROVEMENTS	**$17,933,400.00**	**$9,295,930.00**	**$27,229,330.00**
Offsite Roadway Improvements			
Crosstown Parkway	7,244,666	3,755,334	11,000,000
Rangeline Road (4-lane expansion)	5,598,151	2,901,849	8,500,000
Glades/ Rangeline Intersection	2,963,727	1,536,273	4,500,000
Rangeline Road (2-lane expansion)	4,873,684	2,526,316	7,400,000
Glades Road Improvement (SW to property line)	6,388,478	3,311,522	9,700,000
Glades Road Improvement (NE towards I-95)	9,549,787	4,950,213	14,500,000
Contingency 10%	3,661,849	1,898,151	5,560,000
TOTAL OFFSITE ROADWAY IMPROVEMENTS	**$40,280,341.00**	**$20,879,659.00**	**$61,160,000.00**
Impact Fee/ Utility Connection Fees			
Impact Fee/ Utility Connection Fees (500 Units)	**$2,545,926.00**	**$1,319,703.00**	**$3,865,629.00**
TOTAL COSTS OF IMPROVEMENTS	**$82,221,845**	**$42,620,395**	**$124,842,240**

Table 2B

Solaeris

Community Development District

Project Costs - Neighborhood Improvements

Improvement	Existing Boundary Costs	Boundary Amendment Costs	Total Costs After Boundary Amendment
Neighborhood Roadways, Stormwater, Conservation, Water/ Wastewater/ Reclaim, Utilities, Hardscape/ Landscape/ Irrigation, Undergrounding of Conduit & Soft Costs	$231,500,000.00	$120,000,000.00	$351,500,000.00
TOTAL COSTS OF IMPROVEMENTS	**$231,500,000.00**	**$120,000,000.00**	**$351,500,000.00**

Table 2C

Solaeris

Community Development District

Project Costs - Total CIP

Improvement	Existing Boundary Costs	Boundary Amendment Costs	Total Costs After Boundary Amendment
Master Improvements	$82,221,845	$42,620,395	$124,842,240
Neighborhood Improvements	$231,500,000	$120,000,000	$351,500,000
Total	**$313,721,845**	**$162,620,395**	**$476,342,240**

Table 3

Solaeris

Community Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$661,205,000.00
Total Sources	**$661,205,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$476,342,240.00
Other Fund Deposits:	
Debt Service Reserve Fund	$58,733,143.09
Capitalized Interest Fund	$105,792,800.00
Delivery Date Expenses:	
Costs of Issuance	$20,336,150.00
Rounding	$666.91
Total Uses	**$661,205,000.00**

Financing Assumptions:

Term: 30 Years
Capitalized Period Length: 24 months
Coupon Rate: 8%
Debt Service Reserve: 50% of Max Annual Debt Service
Underwriter's Discount: 3% of Principal Amount
Cost of Issuance: $500,000

Table 4

Solaeris

Community Development District

Benefit Allocation

Product Type	Total Number of Units after Boundary Amendment	ERU Weight	Total ERU
Single-Family	5,850	1.00	5850.00
Townhomes	630	1.00	630.00
Multifamily	550	1.00	550.00
Total	**7,030**		**7,030.00**

Product Type	Total Number of Units after Boundary Amendment	ERU Weight per Gross Acre	Total ERU
Commercial (gross acres)	TBD	5.00	TBD
Total	-		**TBD**

Table 5

Solaeris

Community Development District

Bond Assessments Apportionment

Product Type	Total Number of Units after Boundary Amendment	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Single-Family	5,850	$396,387,212.52	$550,220,376.96	$94,054.77	$8,983.49
Townhomes	630	$42,687,853.66	$59,254,502.13	$94,054.77	$8,983.49
Multifamily	550	$37,267,173.83	$51,730,120.91	$94,054.77	$8,983.49
Total	**7,030**	**$476,342,240.00**	**$661,205,000.00**		

Product Type	Total Number of Units after Boundary Amendment	Total Cost Allocation*	Total Bond Assessments Apportionment	Bond Assessments Apportionment per Unit	Annual Debt Service Payment per Unit**
Commercial (gross acres)***	TBD	TBD	TBD	TBD	TBD
Total	**TBD**	**TBD**	**TBD**		

* 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)

*** As the Commercial acreage is currently TBD, the debt will preliminarily be assigned to the residential product types. Once the Commercial acreage is determined, the debt will be allocated according to the ERU factor assigned in table 4.

EXHIBIT "A"

Bond Assessments in the estimated amount of $435,473,563.30 are proposed to be levied uniformly over the area described below:

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTIONS 23, 25, 26, 35, 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST, AND SECTIONS 1 AND 2, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°33'08" WEST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 846.24 FEET TO THE **POINT OF BEGINNING** OF C.D.D. PARCEL; THENCE CONTINUE SOUTH 89°33'08" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1438.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF ($\frac{1}{2}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 26; THENCE NORTH 00°26'52" WEST ALONG SAID EAST LINE, A DISTANCE OF 689.50 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF ($\frac{1}{2}$) OF THE SOUTHWEST QUARTER ($\frac{1}{4}$) OF THE SOUTHWEST QUARTER ($\frac{1}{4}$) OF THE SOUTHEAST QUARTER ($\frac{1}{4}$) OF SAID SECTION 26; THENCE SOUTH 89°50'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 328.41 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF ($\frac{1}{2}$) OF SAID SECTION 26; THENCE NORTH 00°09'26" WEST ALONG SAID EAST LINE, A DISTANCE OF 4808.82 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 23 ; THENCE NORTH 00°08'13" WEST ALONG THE WEST LINE OF THE EAST HALF ($\frac{1}{2}$) OF SAID SECTION 23, A DISTANCE OF 5121.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE C-24 CANAL AS DESCRIBED IN DEED BOOK 243, PAGE 626 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE NORTH 89°57'08" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 369.00 FEET; THENCE SOUTH 89°58'02" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 2225.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 23; THENCE SOUTH 00°14'49" EAST ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 5119.73 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 89°19'00" EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 2616.94 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE SOUTH 89°17'56" EAST ALONG SAID NORTH LINE OF SECTION 25, A DISTANCE OF 2547.36 FEET TO A POINT ON A LINE THAT IS 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 25 ; THENCE SOUTH 00°00'44" WEST ALONG SAID PARALLEL LINE , A DISTANCE OF 5284.73 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 88°30'58" EAST ALONG SAID NORTH LINE OF SECTION 36, A DISTANCE OF 70.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°08'55" EAST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 4946.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GLADES CUT OFF ROAD (SR 709) AS DESCRIBED IN OFFICIAL RECORD BOOK 587, PAGE 1117 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE SOUTH 44°46'11" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5136.76 FEET; THENCE NORTH 30°26'13" WEST, A DISTANCE OF 517.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 235.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'13", A DISTANCE OF 341.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60°00'20" WEST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.25 FEET AND A CHORD BEARING OF SOUTH 49°37'38" WEST ; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°15'46", A DISTANCE OF 245.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°21'58" WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 45°55'46" WEST, A DISTANCE OF 475.69 FEET; THENCE NORTH 43°39'21" EAST, A DISTANCE 828.93 FEET; THENCE NORTH 45°17'15" WEST, A DISTANCE OF 75.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1275.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'26", A DISTANCE OF 687.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, A DISTANCE OF 517.44 FEET; THENCE NORTH 68°02'49" WEST, A DISTANCE OF 448.84 FEET; THENCE NORTH 07°14'38" WEST, A DISTANCE OF 51.74 FEET THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 192.38 FEET AND A CHORD BEARING OF NORTH 12°58'19" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'19", A DISTANCE OF 463.93 FEET TO THE POINT OF REVERSE CURVE, CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°57'04", A DISTANCE OF 18.91 FEET TO A POINT OF TANGENCY;

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS					
SHEET: 1 OF 7	DATE: 05/23/2022	BY:	DATE:	REVISIONS		

LEGAL DESCRIPTION CONTINUED

THENCE NORTH 51°06'24" WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'34", A DISTANCE OF 193.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 79°33'58" WEST, A DISTANCE OF 94.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°19'24", A DISTANCE OF 47.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 25°14'34" WEST, A DISTANCE OF 61.10 FEET; THENCE NORTH 75°37'40" EAST, A DISTANCE OF 11.69 FEET; THENCE NORTH 14°22'20" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 75°37'40" WEST, A DISTANCE OF 319.37 FEET; THENCE NORTH 04°00'24" WEST, A DISTANCE OF 252.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°44'13", A DISTANCE OF 662.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'37" WEST, A DISTANCE OF 297.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'10", A DISTANCE OF 116.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°02'27" WEST, A DISTANCE OF 130.91 FEET; THENCE NORTH 43°53'27" EAST, A DISTANCE OF 210.42 FEET; THENCE NORTH 54°47'44" EAST, A DISTANCE OF 347.26 FEET; THENCE NORTH 68°57'39" EAST, A DISTANCE OF 422.81 FEET; THENCE NORTH 77°54'32" EAST, 424.50 FEET; THENCE NORTH 61°13'04" EAST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 925.00 FEET AND A CHORD BEARING OF NORTH 17°46'18" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'58", A DISTANCE OF 71.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°59'47" WEST, A DISTANCE OF 389.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'42", A DISTANCE OF 335.12 FEET TO THE END POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 87°51'55" EAST; THENCE SOUTH 87°51'55" WEST, A DISTANCE OF 67.80 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING OF NORTH 45°12'39" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°34'45", A DISTANCE OF 484.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 32.19 FEET; THENCE NORTH 00°24'32" WEST, A DISTANCE OF 652.43 FEET; THENCE NORTH 77°19'49" EAST, A DISTANCE OF 50.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 471.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°24'48", A DISTANCE OF 250.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°55'01" EAST, A DISTANCE OF 266.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET AND A CHORD BEARING OF NORTH 18°37'14" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'52", A DISTANCE OF 450.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°50'10" EAST, A DISTANCE OF 341.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'58", A DISTANCE OF 105.00 FEET TO THE END POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF SOUTH 62°15'53" EAST; THENCE NORTH 46°47'44" WEST, A DISTANCE OF 231.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°12'16", A DISTANCE OF 763.79 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING** OF C.D.D. PARCEL;

CONTAINING 94713412.97 SQUARE FEET (2,174.32 ACRES)± MORE OR LESS.

FIELD BK/PG	DRAWN BY:	BY:	DATE:	REVISIONS
N/A	T. C. MULLIN			
JOB NUMBER	APPROVED BY:			
A 15-015.F	G. P. WILLIAMS			
SHEET:	DATE:			
2 OF 7	05/23/2022			

SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
2257 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7922

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT:

1. PUBLIC HEARING. A Public Hearing will be held on the District's intent to adopt the Uniform Method on ______________________________, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

2. PUBLICATION. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, Florida Statutes.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

PASSED AND ADOPTED this 15th day of February, 2024.

ATTEST**:**

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
Secretary/Assistant Secretary

____
Chair/Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-02

[DECLARING RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Solaeris Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the *Master Engineer's Report*, dated February 2024 ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Methodology Report*, dated February 15, 2024, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (561)571-0010 ("**District Records Office**");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

A. The total estimated cost of the Project is **$313,721,845** ("**Estimated Cost**").

B. The Assessments will defray approximately **$_____________**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **$_____________** per year (in addition to collect costs and early payment discounts), again as set forth in **Exhibit B**.

C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. 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.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED**. The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:	
TIME:	
LOCATION:	

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

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

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

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

PASSED AND ADOPTED this 15th day of February, 2024.

ATTEST:	**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**
______________________________	__________________________________
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: *Master Engineer's Report*, dated February 2024
Exhibit B: *Master Special Assessment Methodology Report*, dated February 15, 2024

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE COUNTY COMMISSION OF ST. LUCIE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solaeris Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and St. Lucie County Ordinance No. 22-030 ("**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 2,174.32 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with St. Lucie County, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to St. Lucie County, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 15th day of February, 2024.

ATTEST:	**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________________
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:

Legal Description of Boundary Amendment Parcel

LEGAL DESCRIPTION

BEING PARCEL OF LAND LYING IN SECTIONS 35, 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST, AND SECTIONS 1, 2, AND 3 ,TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°33'08" WEST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 846.24 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°33'08" WEST ALONG SAID NORTH LINE OF SECTION 35, A DISTANCE OF 1438.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF ($\frac{1}{2}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 26; THENCE NORTH 00°26'52" WEST ALONG SAID EAST LINE, 689.50 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF ($\frac{1}{2}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 26;NORTH ONE QUARTER ($\frac{1}{4}$) CORNER OF SAID SECTION 35; THENCE SOUTH 89°50'34" WEST ALONG SAID NORTH LINE, 328.41 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 26; THENCE SOUTH 00°09'26" EAST ALONG SAID EAST LINE, 691.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°29'41" WEST CONTINUING ALONG SAID NORTH LINE OF SECTION 35, A DISTANCE OF 761.49 FEET; THENCE SOUTH 00°45'57" EAST DEPARTING SAID NORTH LINE OF SECTION 35, A DISTANCE OF 897.42 FEET; THENCE SOUTH 53°23'19" WEST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 67°35'29" WEST, A DISTANCE OF 338.81 FEET; THENCE SOUTH 33°38'19" WEST, A DISTANCE OF 107.30 FEET; THENCE SOUTH 24°07'24" WEST, A DISTANCE OF 363.57 FEET; THENCE SOUTH 01°57'24" WEST, A DISTANCE OF 176.10 FEET; THENCE SOUTH 02°52'07" EAST, A DISTANCE OF 601.78 FEET; THENCE SOUTH 56°12'29" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 80°06'08" WEST, A DISTANCE OF 520.93 FEET; THENCE SOUTH 00°48'40" WEST, A DISTANCE 718.51 FEET; THENCE SOUTH 30°17'48" WEST, A DISTANCE OF 240.01 FEET; THENCE SOUTH 73°20'54" WEST, A DISTANCE OF 344.58 FEET; THENCE NORTH 51°25'39" WEST, A DISTANCE OF 284.84 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00°33'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 1886.39 TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°08'05" EAST ALONG THE WEST LINE OF NORTHWEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2, A DISTANCE OF 2773.08 FEET TO THE WEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2; THENCE SOUTH 00°04'28" EAST ALONG WEST LINE OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2, A DISTANCE OF 1319.82 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE HALF ($\frac{1}{2}$) OF THE SOUTH ONE HALF ($\frac{1}{2}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 3; THENCE SOUTH 87°59'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1326.02 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE HALF ($\frac{1}{2}$) OF THE SOUTH ONE HALF ($\frac{1}{2}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 3; THENCE SOUTH 00°10'43" WEST ALONG SAID WEST LINE, A DISTANCE OF 664.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF ($\frac{1}{2}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 3; THENCE NORTH 87°47'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1329.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF ($\frac{1}{2}$) OF THE SOUTH ONE HALF ($\frac{1}{2}$) OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2; THENCE NORTH 89°59'53" EAST ALONG SAID SOUTH LINE, A DISTANCE 2638.16 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2; THENCE NORTH 00°08'03" WEST ALONG SAID EAST LINE, A DISTANCE 659.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE HALF ($\frac{1}{2}$) OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2; THENCE NORTH 89°59'53" EAST ALONG SAID NORTH LINE, A DISTANCE 2538.01 FEET TO A POINT ON A LINE THAT IS 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE QUARTER ($\frac{1}{4}$) OF SAID SECTION 2; THENCE SOUTH 00°10'14" EAST ALONG SAID PARALLEL LINE, A DISTANCE 803.91 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GLADES CUT OFF ROAD (SR 709), AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE NORTH 44°46'11" EAST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE 2272.99 FEET; THENCE NORTH 30°26'13" WEST, A DISTANCE OF 517.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 235.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'13", A DISTANCE OF 341.09 FEET TO A POINT OF TANGENCY;

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26		
SHEET: 1 OF 7	DATE: 01/28/23	BY:	DATE:	REVISIONS		

D:\FRS-T\Draw\Ginn\Oak Ridge Ranches\LEGALS\Remainder Parcel Sketch & Legal Description\15-015 Remainder Parcel Sketch & Legal Description.dwg, 12/6/2023 10:02:02 AM, AutoCAD PD
F.R.S. & Associates, Inc, (561) 478-7178

LEGAL DESCRIPTION CONTINUED

THENCE SOUTH 60°00'20" WEST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°15'46", A DISTANCE OF 245.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°21'58" WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 45°55'46" WEST, A DISTANCE OF 475.69 FEET; THENCE NORTH 43°39'21" EAST, A DISTANCE 828.93 FEET; THENCE NORTH 45°17'15" WEST, A DISTANCE OF 75.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1275.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'26", A DISTANCE OF 687.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, A DISTANCE OF 517.44 FEET; THENCE NORTH 68°02'49" WEST, A DISTANCE OF 448.84 FEET; THENCE NORTH 07°14'38" WEST, A DISTANCE OF 51.74 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 12°58'19" WEST, CONCAVE WESTERLY, HAVING A RADIUS OF 192.38 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'19", A DISTANCE OF 463.93 FEET TO THE POINT OF REVERSE CURVEVATURE, OF A CURVE CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°57'04", A DISTANCE OF 18.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°06'24" WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'34", A DISTANCE OF 193.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 79°33'58" WEST, A DISTANCE OF 94.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°19'24", A DISTANCE OF 47.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 25°14'34" WEST, A DISTANCE OF 61.10 FEET; THENCE NORTH 75°37'40" EAST, A DISTANCE OF 11.69 FEET; THENCE NORTH 14°22'20" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 75°37'40" WEST, A DISTANCE OF 319.37 FEET;THENCE NORTH 04°00'24" WEST, A DISTANCE OF 252.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°44'13", A DISTANCE OF 662.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'37" WEST, A DISTANCE OF 297.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'10", A DISTANCE OF 116.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°02'27" WEST, A DISTANCE OF 130.91 FEET; THENCE NORTH 43°53'27" EAST, A DISTANCE OF 210.42 FEET; THENCE NORTH 54°47'44" EAST, A DISTANCE OF 347.26 FEET; THENCE NORTH 68°57'39" EAST, A DISTANCE OF 422.81 FEET; THENCE NORTH 77°54'32" EAST, 424.50 FEET; THENCE NORTH 61°13'04" EAST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 17°46'18" WEST, CONCAVE WESTERLY, HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'58", A DISTANCE OF 71.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°59'47" WEST, A DISTANCE OF 389.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'42", A DISTANCE OF 335.12 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°51'55" WEST, A DISTANCE OF 67.80 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 45°12'39" WEST, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°34'45", A DISTANCE OF 484.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 32.19 FEET; THENCE NORTH 00°24'32" WEST, A DISTANCE OF 652.43 FEET; THENCE NORTH 77°19'49" EAST, A DISTANCE OF 50.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 471.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°24'48", A DISTANCE OF 250.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°55'01" EAST, A DISTANCE OF 266.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 18°37'14" WEST, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'52", A DISTANCE OF 450.20 FEET TO THE POINT OF TANGENCY;

FIELD BK/PG	DRAWN BY:					
N/A	T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER	APPROVED BY:					
A 15-015.F	G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26		
SHEET:	DATE:					
2 OF 7	01/28/23	BY:	DATE:	REVISIONS		

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F.R.S. & Associates, Inc, (561) 478-7178

LEGAL DESCRIPTION CONTINUED

THENCE NORTH 24°50'10" EAST, A DISTANCE OF 341.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'58", A DISTANCE OF 105.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 46°47'44" WEST, A DISTANCE OF 231.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°12'16", A DISTANCE OF 763.79 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING 46193982.38 SQUARE FEET (1060.468 ACRES)± MORE OR LESS.

SURVEYOR'S NOTES

1. THE BEARING SHOWN HEREON REFER TO A NORTH LINE OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 38 EAST, BEING SOUTH 89°33'08" WEST, STATE PLANE COORDINATE SYSTEM 1983 DATUM WITH 2011 ADJUSTMENT FOR FLORIDA EAST ZONE, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY
3. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEETS 4 THRU 7.
4. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAVD 83/11) , FLORIDA EAST ZONE, LINEAR UNITS ARE U.S. SURVEY FEET.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY:______________________________

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

THIS IS NOT A BOUNDARY SURVEY

FIELD BK/PG: N/A	DRAWN BY: T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER: A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26		
SHEET: 3 OF 7	DATE: 01/28/23	BY:	DATE:	REVISIONS		

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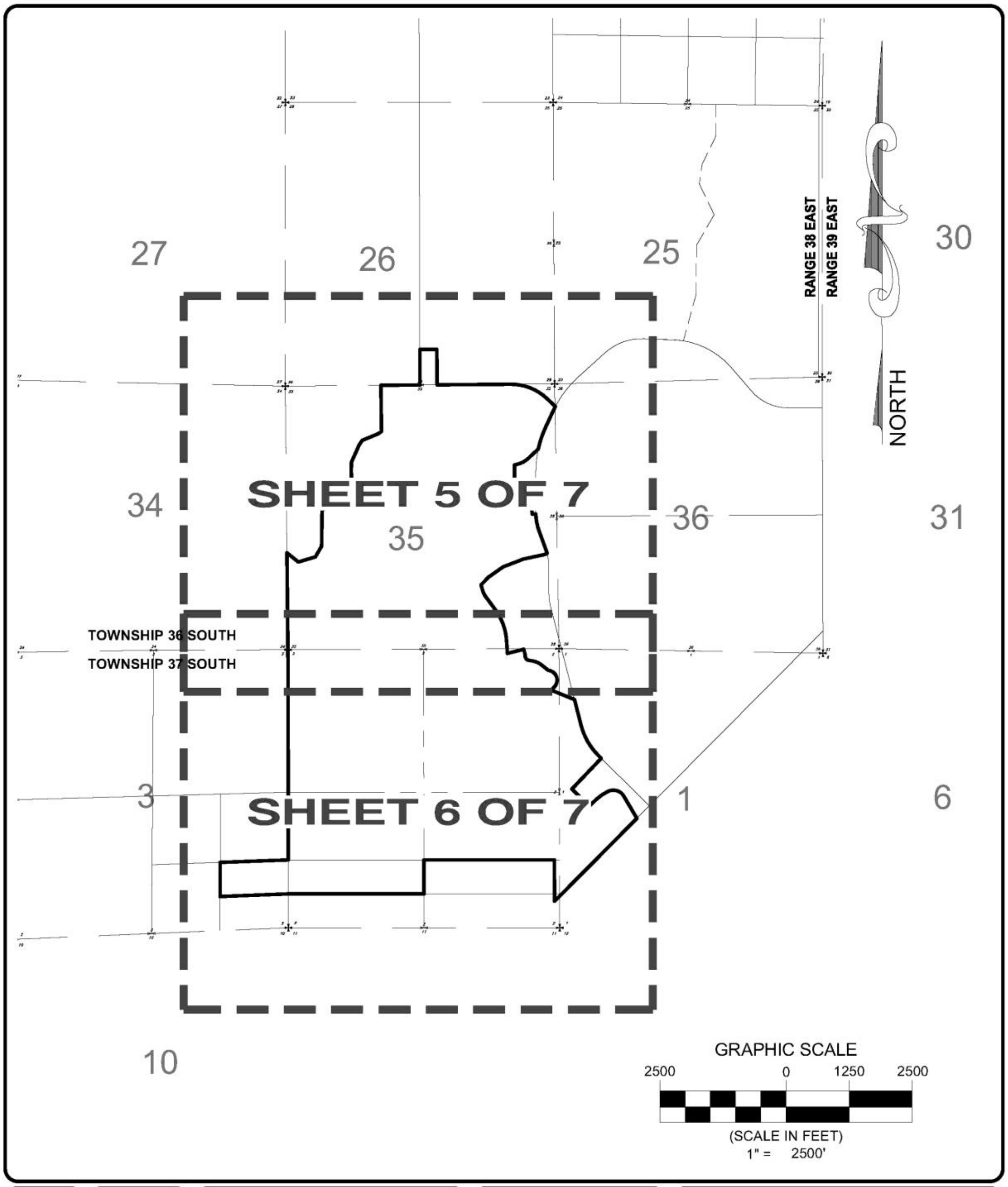

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN				SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
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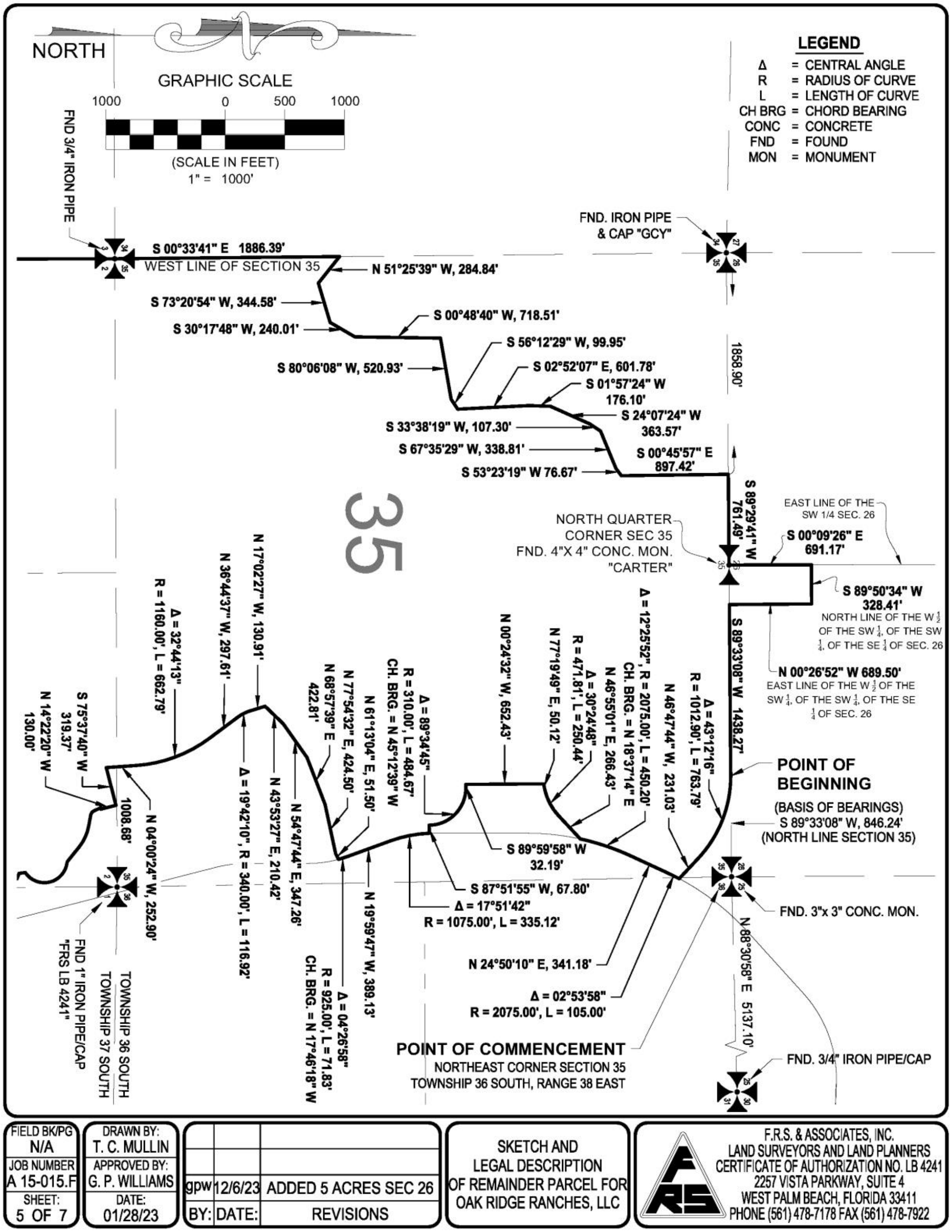

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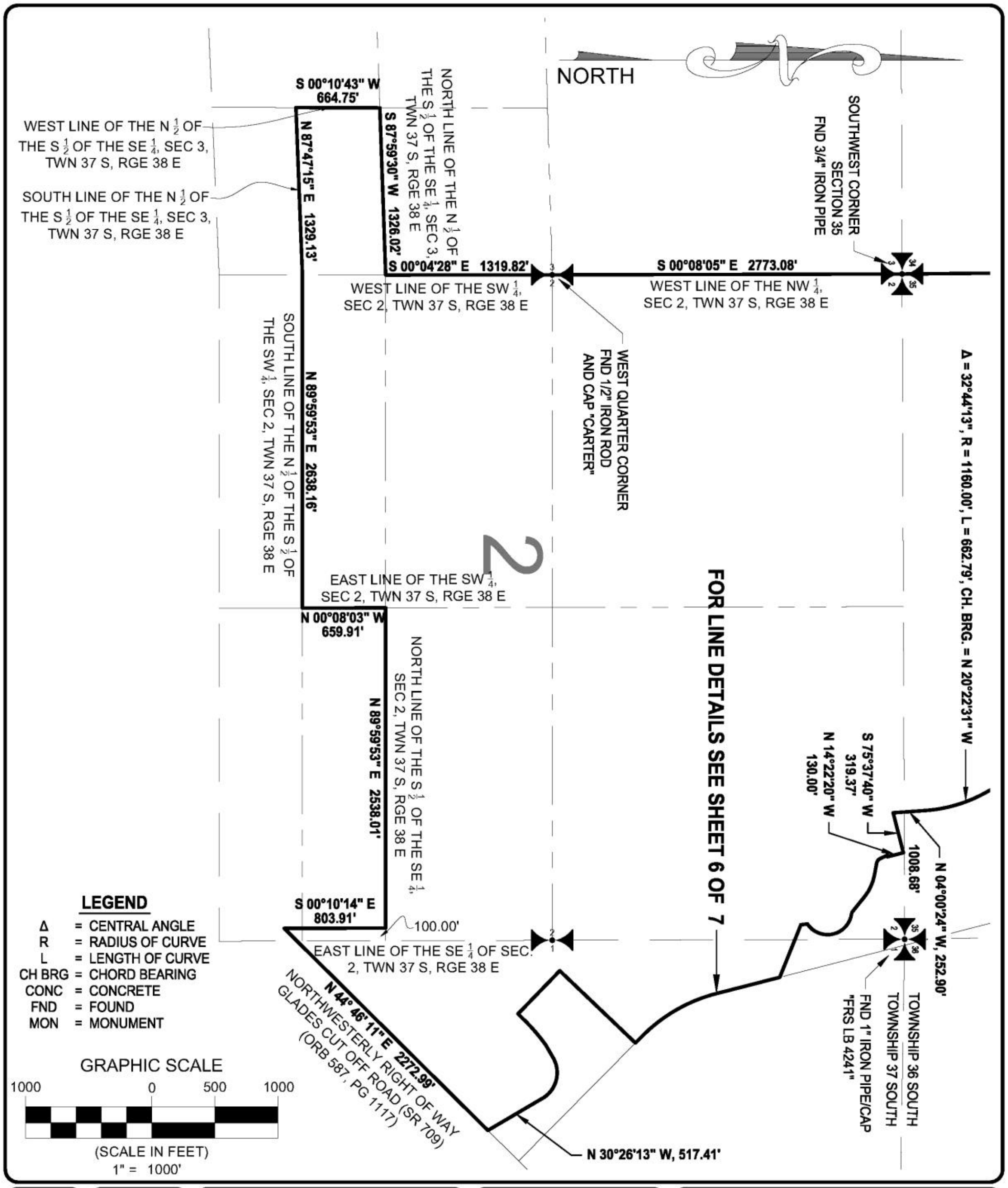

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JOB NUMBER	APPROVED BY:			
A 15-015.F	G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26
SHEET:	DATE:			
6 OF 7	01/28/23	BY:	DATE:	REVISIONS

SKETCH AND
LEGAL DESCRIPTION
OF REMAINDER PARCEL FOR
OAK RIDGE RANCHES, LLC

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
2257 VISTA PARKWAY, SUITE 4
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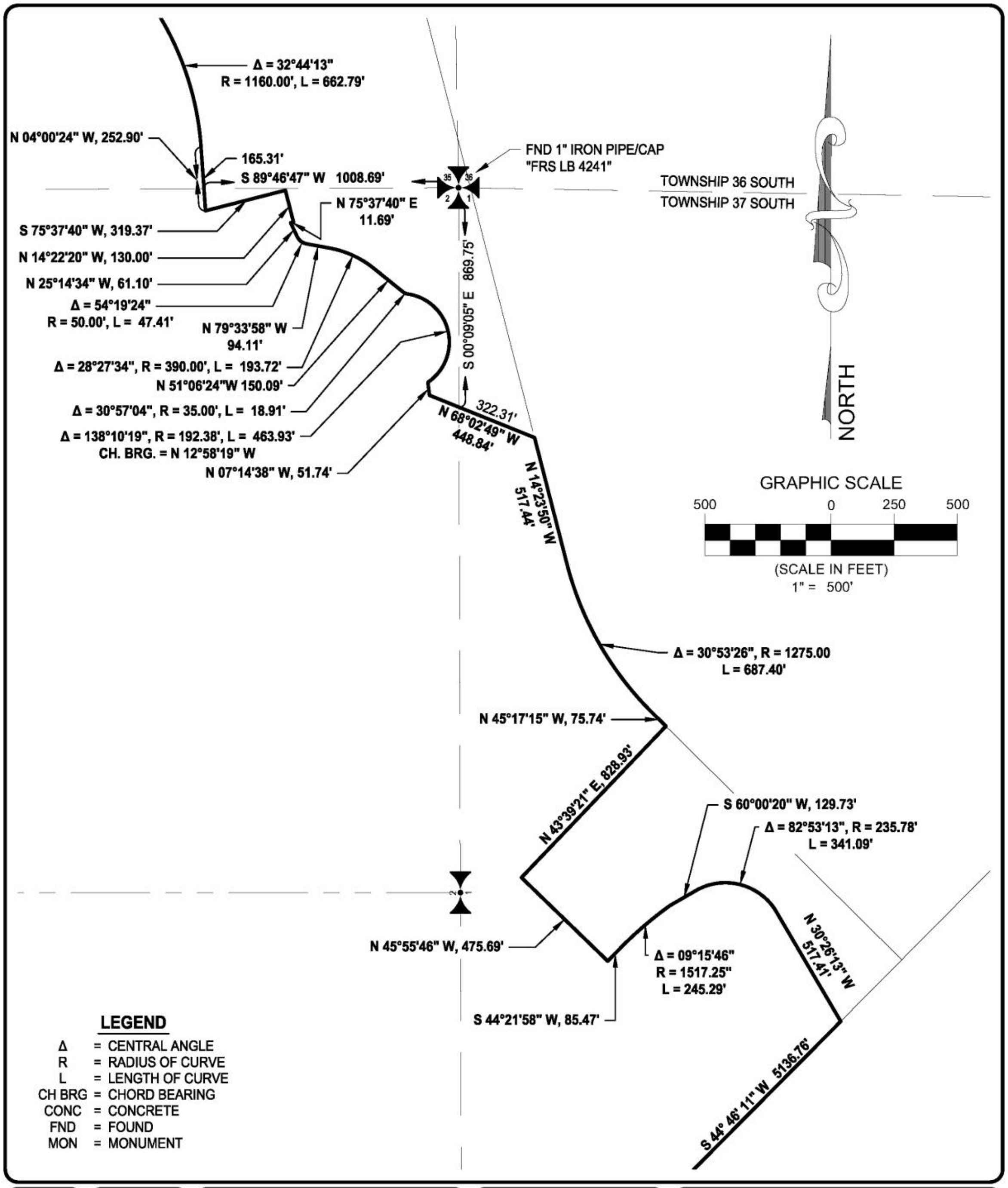

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7 OF 7	01/28/23	BY:	DATE:	REVISIONS

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SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

10A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this ___ day of _________________, 2024, by and between:

Solaeris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Oak Ridge Ranches LLC, a Florida limited liability company, the primary developer of lands within the boundary of the District, and whose address is 105 NE 1st Street, Delray Beach, Florida 33444 ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and by Ordinance No. 22-030, adopted by the St. Lucie County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 2,174.32 acres of land; and

WHEREAS, the District desires to amend its boundaries ("**Boundary Amendment**") to add certain lands to the District's boundaries; and

WHEREAS, pursuant to Resolution 2024-03 the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **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 actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

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

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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.

8. **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 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 in this Agreement. 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 addresses 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 addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 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 parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner 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 may be public records and will be treated as such in accord with Florida law.

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

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

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

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

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

____
By: ___________________________
Its: ___________________________

OAK RIDGE RANCHES LLC

____
By: ___________________________
Its: ___________________________

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

11

This instrument was prepared by:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

AMENDED AND RESTATED CDD DEVELOPMENT AGREEMENT (ASSESSMENT AREA ONE)[1] – SOLAERIS CDD

THIS AMENDED AND RESTATED CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD ("**Agreement**") is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

> **Solaeris Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 ("**District**"); and
>
> **Oak Ridge Ranches, LLC**, a Florida limited liability company, **Oak Ridge RESI Investments, LLC,** a Florida limited liability company, and **Oak Ridge Commercial, LLC**, a Florida limited liability company, in each case with an address of 7735 S. Old Floral City Road, Floral City, Florida 34436 (together, "**Landowner**").

RECITALS

WHEREAS, the District was established by Ordinance No. 22-030 adopted by the Board of County Commissioners for St. Lucie County, Florida, pursuant to the Uniform Community Development District Act of 1980,Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner presently owns all of the lands ("**Property**") within the District as described in **Exhibit A**, which lands are intended to be developed into a mixed-use development ("**Development**"); and

WHEREAS, as part of the establishment petition for the District, the Landowner represented to the County that:

> "The District is intended to provide 'master' improvements – specifically a 2.71 mile master spine road complete with stormwater, utility and hardscape/landscape . . . – for several smaller, 'neighborhood' community

---

[1] This Agreement supersedes and restates that prior *Corrective CDD Development Agreement – Solaeris CDD,* recorded at Book ____, Page ____, of the Public Records of St. Lucie County, Florida.

development districts;" and

WHEREAS, as described in the *Engineer's Report*, dated February 2024, the District's "**Project**" is comprised of a "**Master Project**," which includes the 2.71-mile master spine road and other offsite roadway improvements, as well as certain "**Neighborhood Project(s)**," which include numerous neighborhood roads, stormwater ponds, utilities and other improvements; and

WHEREAS, to finance the Master Project, and possibly the Neighborhood Project(s) on the terms set forth herein, the District anticipates issuing one or more special assessment bonds (together, "**Bonds**"), which Bonds will be secured by the levy and imposition of debt service special assessments ("**Debt Assessments**") on lands within the District; and

WHEREAS, consistent with the representations made in connection with the establishment of the District, the Landowner has requested assurances that the District will only issue Bonds and levy operations and maintenance assessments for the purposes of financing the construction, installation, acquisition, operation, maintenance repair and replacement of the Master Project, and will not otherwise issue bonds and/or impose assessments, taxes, fees or other charges for any other purpose, except as otherwise set forth herein; and

WHEREAS, in consideration for the Landowner establishing the District (and agreeing not to dissolve the District and otherwise allowing the District to undertake the Master Project), among other consideration, and in recognition of the Landowner's representations made in connection with the establishment of the District, upon which the Landowner has relied, the District is willing to provide such assurances based on the terms set forth herein; and

WHEREAS, the District finds that providing such assurances will assist with the development of the lands within the District because, as individual parcels are developed, individual landowners will have the benefit of the Master Project improvements but will have the option to establish neighborhood community development districts, or to request that the District finance portions of the Neighborhood Project(s), if they so choose and in order to provide neighborhood specific improvements;

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

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

2. DEVELOPMENT AGREEMENT.

A. The District agrees to only implement its Master Project, as described in the Engineer's Report, and as may be amended from time to time to address additional "master" improvements. As such, the District agrees to only issue Bonds, and levy Debt Assessments, and levy operations and maintenance assessments (and/or collect fees through other authorized methods), for the purposes of financing and/or re-financing the construction, installation, acquisition, operation, maintenance, repair and replacement of the Master

Project and also funding the District's annual administrative fees and expenses. The District shall not otherwise issue bonds and/or impose debt assessments for any other purpose.

Notwithstanding anything to the contrary in this Agreement, and at the request of particular landowner(s) ("**Requesting Landowner**"), the District may issue bonds and levy debt assessments, and otherwise undertake the construction, installation, acquisition, operation, maintenance, repair and replacement of project(s) (each, a "**Neighborhood Project**") other than the Master Project, provided that such debt assessments and any corresponding operations and maintenance assessments related to a Neighborhood Project are only levied on the benefitted lands owned by the Requesting Landowner.

B. Subject to Section 2.A. above, the Landowner agrees to take any action reasonably necessary to cooperate with the District's actions in: (i) conducting any routine meetings required by law for the District's operations (e.g., organizational meeting, budget meetings, etc.), and (ii) authorizing and prosecuting validation proceedings pursuant to Chapter 75, *Florida Statutes,* to validate the District's proposed Bonds (including, e.g., validating the entire Master Project), and (iii) levying Debt Assessments and operations and maintenance assessments for the purposes authorized herein.

3. CDD ACQUISITIONS. The Landowner agrees that the District may issue Bonds and levy Debt Assessments to fund impact-fee creditable improvements as part of the Master Project, provided however that the District uses the proceeds from any such resulting impact fee credits to fund ("**Acquisition(s)**") an off-setting, equivalent amount of "**Non-Impact Fee Creditable Improvements**" constituting all or a portion of the Project. Regardless of who constructed the Non-Impact Fee Creditable Improvements, all such Acquisitions shall be conducted pursuant to the terms of that certain *Acquisition Agreement,* dated _______, and by and between the District and Oak Ridge Ranches, LLC ("**Acquisition Agreement**"), the terms of which are incorporated herein. The proceeds from any such Acquisitions shall be payable to the master developer, Oak Ridge Ranches, LLC, and/or its assigns, in accordance with the Acquisition Agreement, regardless of who conveys the Non-Impact Fee Creditable Improvements to the District. The Landowner shall reasonably cooperate with the District in connection with such Acquisitions, and take all necessary steps to transfer Non-Impact Fee Creditable Improvements to the District in accordance with the Acquisition Agreement. As a point of clarification, and pursuant to the Acquisition Agreement, the applicable Landowner shall provide to the District at the Landowner's own cost any real estate rights and approvals necessary for the District's ownership and operation of the applicable portion of the Property where acquired improvements are located, and the applicable Landowner shall transfer to the District all public utility and/or roadway improvements comprising a portion of the Project prior to any turnover of such improvements to St. Lucie County or other governmental entity.

The Landowner expressly waives and relinquishes any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the District's issuance of tax-exempt bonds to finance impact-fee creditable improvements, provided that the District receives the proceeds from the sale of the credits from any such improvements and uses such proceeds to acquire non-impact fee creditable improvements that benefit the landowner(s) within the District.

4. **DEFAULT.** A default by a 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. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

5. **ATTORNEYS' FEES AND COSTS.** In the event that a 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.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has 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 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 tothe next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United Statesgovernment shall not be regarded as business days. Counsel for the parties may deliver Notice on behalfof the party represented. Any party or other person to whom Notices are to be sent or copied may notifythe 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 among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreementand received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties 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 parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all ofthe provisions, representations, covenants, and conditions contained in this Agreement shall inure to thesole benefit of and shall be binding upon the parties and their respective representatives, successors, andassigns.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof.

11. **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 the parties hereto. That said, this Agreement may be amended by the District without further action of the parties in order to incorporate certain additional lands into the District.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shallbe construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees 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.

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

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

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

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

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the ______ day of ___________, 2024.

WITNESS

By: ________________________________
Name: ______________________________
Address: ____________________________
____

By: ________________________________
Name: ______________________________
Address: ____________________________
____

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

By: ________________________________
Name: ______________________________
Title: Chairperson

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of __________, 2024, by ___________________, **Chairperson**, of **SOLAERIS 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 CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the ________ day of _____________, 2024.

WITNESS	**Oak Ridge Ranches, LLC**
By: ________________________________	By: __________________________________
Name: ______________________________	Name: ________________________________
Address: ____________________________	Title: _________________________________
____________________________________	

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 __________, 2024, by ___________________, as _______________ of Oak Ridge Ranches, LLC, a ___________________________, 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 CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the _____ day of ___________, 2024.

WITNESS

By: ________________________________
Name: ______________________________
Address: ____________________________
____

By: ________________________________
Name: ______________________________
Address: ____________________________
____

Oak Ridge RESI Investments, LLC

By: __________________________________
Name: ________________________________
Title: ________________________________

STATE OF _______________
COUNTY OF _____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of __________, 2024, by ___________________, as _______________ of **Oak Ridge RESI Investments, LLC**, a ___________________________, 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 CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the ____ day of ____________, 2024.

WITNESS	**Oak Ridge Commercial, LLC**
By: _________________________________	By: ___________________________________
Name: ______________________________	Name: _________________________________
Address: _____________________________	Title: __________________________________
______________________________________	

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 __________, 2024, by ___________________, as _______________ of **Oak Ridge Commercial, LLC**, a ___________________________, 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

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, *FLORIDA STATUTES*; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solaeris Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the current members of the Board of Supervisors ("Board") were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

Seat # 3 (currently held by Justin Frye)
Seat # 4 (currently held by Jon Seifel)
Seat # 5 (currently held by William Fife)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2028:

Seat # 1 (currently held by Scott Morton)
Seat # 2 (currently held by Michael Caputo)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of February, 2024.

ATTEST:	**SOLAERIS** **COMMUNITY DEVELOPMENT DISTRICT**
______________________________	______________________________________
Secretary/Assistant Secretary	Chair/ Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	$ 686	$ -	$ 686
Undeposited Funds	6,869		6,869
Due from general fund	13,773	342	14,115
Total assets	$ 21,328	$ 342	$ 21,670
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	15,329	1,151	16,480
Due to Landowner	-	494	494
Landowner advance	6,000	-	6,000
Total liabilities	21,329	1,645	22,974
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	13,773	-	13,773
Total deferred inflows of resources	13,773	-	13,773
Fund balances:			
Restricted for:			
Debt service	-	(1,303)	(1,303)
Unassigned	(13,774)	-	(13,774)
Total fund balances	(13,774)	(1,303)	(15,077)
Total liabilities, deferred inflows of resources and fund balances	$ 21,328	$ 342	$ 21,670

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 6,869	$ 6,869	$ 83,515	8%
Total revenues	6,869	6,869	83,515	8%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	6,000	40,000	15%
Legal	2,134	4,545	25,000	18%
Engineering	-	2,400	2,000	120%
Dissemination agent*	-	-	500	0%
Telephone	17	50	200	25%
Postage	-	-	500	0%
Printing & binding	42	125	500	25%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	750	0%
Website				
Hosting & maintenance	-	-	1,680	0%
ADA compliance	-	-	210	0%
Total professional & administrative	4,193	18,295	83,515	22%
Excess/(deficiency) of revenues over/(under) expenditures	2,676	(11,426)	-	
Fund balances - beginning	(16,450)	(2,348)	-	
Fund balances - ending	$ (13,774)	$ (13,774)	$ -	

*These items will be realized after the issuance of bonds.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2023

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Cost of issuance	-	-
Total debt service	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(1,303)	(1,303)
Fund balances - ending	$ (1,303)	$ (1,303)

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

MINUTES OF MEETING
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Solaeris Community Development District held a Public Hearing and Regular Meeting on August 17, 2023 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present at the meeting were:

Michael Caputo	Chair
Jon Seifel	Vice Chair
Justin Frye	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Mike Eckert (via telephone)	District Counsel

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 11:31 a.m. Supervisors Caputo, Seifel and Frye were present. Supervisors Morton and Csapo were not present.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2023/2024 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Kahtarzhi presented Resolution 2023-33 and the proposed Fiscal Year 2024 budget, which is unchanged since it was last presented. This is a Landowner-funded budget with expenses funded as they are incurred.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Consideration of Fiscal Year 2023/2024 Budget Funding Agreement**

Mr. Kantarzhi presented the Fiscal Year 2023/2024 Budget Funding Agreement.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Fiscal Year 2023/2024 Budget Funding Agreement, was approved.

FIFTH ORDER OF BUSINESS **Consideration of Development Agreement**

Mr. Kantarzhi presented the Development Agreement. Mr. Eckert noted that some revisions are needed; approval was requested in substantial form.

On MOTION by Mr. Caputo and seconded by Mr. Seifel, with all in favor, the Development Agreement, in substantial form, and authorizing the Chair or Vice Chair to execute, was approved.

SIXTH ORDER OF BUSINESS **Update: Future Boundary Amendment**

This item was deferred and will remain on the agenda.

SEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of June 30, 2023**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.

EIGHTH ORDER OF BUSINESS **Approval of May 18, 2023 Regular Meeting Minutes**

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the May 18, 2023 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer (Interim): Thomas Engineering Group, LLC

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: September 21, 2023 at 11:15 AM.**
  - **QUORUM CHECK**

The next meeting will be September 21, 2023, unless cancelled.

TENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

TWELFTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the meeting adjourned at 11:38 a.m.

Secretary/Assistant Secretary Chair/Vice Chair

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS A

From:	Kutak Rock Development and Improvement Districts Group <communications@kutakrock.com>
Sent:	Friday, January 5, 2024 4:49 PM
To:	Cindy Cerbone
Subject:	Ethics Training 2024

You don't often get email from communications@kutakrock.com. Learn why this is important

KUTAKROCK

Development and Improvement Districts Practice Group

ABOUT US | SERVICES | NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the **Florida Commission on Ethics' ("COE") website.**

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

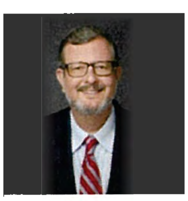
Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



Jonathan Johnson
Partner

(850) 264-6882

Lindsay Whelan
Partner

(850) 692-7308

Joseph Brown
Partner

(850) 692-7303

Katie Buchanan
Partner

(850) 294-5184

Michael Eckert
Partner

(850) 567-0558

Wesley Haber
Partner

(850) 566-3413

Tucker Mackie
Partner

(850) 692-7300

Sarah Sandy
Partner

(850) 556-5947

Alyssa Willson
Partner

(850) 661-9973

Jere Earlywine
Of Counsel

(850) 692-7300

Bennett Davenport
Associate

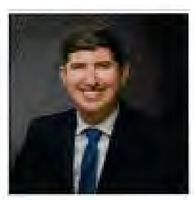
(850) 692-7300

Ryan Dugan
Associate

(850) 692-7333

Kate John
Associate

(850) 692-7330



Kyle Magee
Associate

(850) 692-7300

Michelle Rigoni
Associate

(850) 692-7310

Ashley Ligas
Attorney

(850) 692-7300

Cheryl Stuart
Attorney

(850) 692-7300

Betty Zachem
Attorney

(850) 692-7300

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107 W College Ave. Tallahassee. Florida 32301

Filed with COE: 01/05/2024

General Information

Name: Mr Thomas Dean Zimmerman

Address: 6233 Dolostone Drive, Lakeland, FL 33811

PID 305031

County: Polk

AGENCY INFORMATION

Organization	Suborganization	Title
Towne Park Community Development District	Board of Supervisors	Assistant Secretary

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity
DFAS	8899 E 56th Street, Indianapolis, IN	Military Retired Pay
Social Security Administration	550 Commerce Dr., Lakeland FL 33813	Social Security Retired Pay

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write “none” or “n/a”)

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source
N/A			

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Location/Description
N/A

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over$10,000)
(If you have nothing to report, write “none” or “n/a”)

Type of Intangible	Business Entity to Which the Property Relates
Mutual Funds	Edward Jones
401K	General Dynamics Information Technology

Filed with COE: 01/05/2024

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write “none” or “n/a”)

Name of Creditor	Address of Creditor
Lakeview Flagstar Bank	PO Box 619063, Dallas, TX 75261-9063

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write “none” or “n/a”)

Business Entity # 1
N/A

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Thomas Dean Zimmerman

Digitally signed: **01/05/2024**

Filed with COE: 01/05/2024

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

PID SAMPLE

County: SAMPLE COUNTY

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over $2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write “none” or “n/a”)

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over $10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over $10,000):
(If you have nothing to report, write “none” or “n/a”)

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write “none” or “n/a”)

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS C

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION *Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
October 19, 2023 CANCELED	**Regular Meeting**	**11:15 AM**
November 16, 2023 CANCELED	**Regular Meeting**	**11:15 AM**
December 21, 2023 CANCELED	**Regular Meeting**	**11:15 AM**
January 18, 2024 CANCELED	**Regular Meeting**	**11:15 AM**
February 15, 2024	**Regular Meeting**	**11:15 AM**
March 21, 2024	**Regular Meeting**	**11:15 AM**
April 18, 2024	**Regular Meeting**	**11:15 AM**
May 16, 2024	**Regular Meeting**	**11:15 AM**
June 20, 2024	**Regular Meeting**	**11:15 AM**
July 18, 2024	**Regular Meeting**	**11:15 AM**
August 15, 2024	**Regular Meeting**	**11:15 AM**
September 19, 2024	**Regular Meeting**	**11:15 AM**